



# AGENDA

## GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas  
Monday, March 18, 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 18, 2024 to [cityclerk@gardnerkansas.gov](mailto:cityclerk@gardnerkansas.gov).

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

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

1. Proclaim March 29, 2024, Vietnam War Veterans Day
2. Proclaim March 25-29, 2024, First Responder Wellness Work
3. Presentation of the GFOA Certificate of Achievement for Excellence in Financial Reporting
4. Presentation of the 2023 End of the Year Financial Report

### 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 March 4, 2024.
2. Standing approval of City expenditures prepared February 29, 2024 in the amount of \$1,754,357.84; and March 7, 2024 in the amount of \$529,068.60.
3. Consider authorizing the execution of a contract with INCO USA, LLC to construct the Santa Fe Sidewalk Project.
4. Consider authorizing the purchase of a vehicle through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated additional equipment under the City's Vehicle and Equipment Replacement Policy.
5. Consider the removal of Mark Grant from the Utility Advisory Commission.
6. Consider authorizing the purchase of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors from Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors.
7. Consider authorizing the execution of an agreement with the Board of County Commissioners of Johnson County, Kansas to administer the Stormwater Best Management Practice (BMP) Cost-Share Program in the City of Gardner.

### PLANNING & ZONING CONSENT AGENDA

None

### COMMITTEE RECOMMENDATIONS

None

### OLD BUSINESS

### NEW BUSINESS

1. Consider a recommendation to move forward with Phase II of the Progressive Design-Build Services for the City of Gardner Utilities Line Maintenance Building project WW8002.
2. Authorize the city administrator to execute a contract to purchase the property at 104 E. Main St. (Security 1<sup>st</sup> Title building) and close on the property in accordance with the terms of the contract.

**COUNCIL UPDATES** – Oral presentation unless otherwise noted

### EXECUTIVE SESSION

### ADJOURNMENT



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

# PROCLAMATION

**WHEREAS**, more than 3 million servicemen and women served in the Vietnam War between 1964 and 1975 and represent a generation who exemplified the very meaning of courage, bravery, honor, and sacrifice; and

**WHEREAS**, on March 29, 1973, the last American troops were withdrawn from the battlefields of South Vietnam, thus ending one of the longest conflicts in our nation's history; and,

**WHEREAS**, more than 4,000 members of the Kansas National Guard were mobilized for the Vietnam War; and,

**WHEREAS**, in the quarter century since its unveiling, the Vietnam Memorial has paid eternal tribute to the more than 58,000 U.S. service members who made the ultimate sacrifice in combat or remain missing to this day; and

**WHEREAS**, of the names listed on the Vietnam Memorial Wall, 627 are from the State of Kansas; and

**WHEREAS**, Vietnam Veterans Day is an opportunity to honor the heroic accomplishments of service members who gave their lives and all those who served our country during the Vietnam conflict.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim March 29th, 2024 be designated

## Vietnam War Veterans Day

and I encourage all citizens to participate in associated events that honor Vietnam Veterans on this day.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 18th day of March 2024.

CITY OF GARDNER, KANSAS

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

Attest:

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

(SEAL)

# PROCLAMATION

**WHEREAS**, first responders including law enforcement officers, firefighters, emergency medical services (EMS) personnel, 911 dispatchers, correctional officers, and members of other organizations in the public safety sector, come together to protect and aid our community in the event of an emergency; and,

**WHEREAS**, first responders risk their life and safety every day in the performance of their duties to protect our citizens; and,

**WHEREAS**, first responders are tasked with handling dangerous and complicated situations; and,

**WHEREAS**, nationwide, law enforcement officers will go through an average of 188 critical incidents throughout the course of their career; and,

**WHEREAS**, first responders often experience stress that has real physical impacts including cardiac issues, diabetes, obesity, and sleep issues; and,

**WHEREAS**, first responders are up to 25.6 times higher risk for developing post-traumatic stress disorder when compared to individuals without such experiences; and,

**WHEREAS**, first responder wellness includes management of issues including, but not limited to sleep, fitness, nutrition, fatigue, anger management, posttraumatic stress and loss; and,

**WHEREAS**, we recognize the integral role first responders play in our communities and the benefits derived from their hard work, commitment, sacrifice, and unhesitating dedication; and,

**WHEREAS**, research shows that fostering a strong wellness culture inside first responder agencies enhances relations within the communities they serve.

**NOW, THEREFORE BE IT RESOLVED**, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim March 25-29, 2024 be designated

## First Responder Wellness Week

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 18th day of March 2024.

CITY OF GARDNER, KANSAS

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

Attest:

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

(SEAL)

## COUNCIL DISCUSSION FORM

PRESENTATION ITEM NO. 3

MEETING DATE: MARCH 18, 2024

STAFF CONTACT: MAYOR TODD WINTERS

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**Agenda Item:** Presentation of Certificate of Achievement for Excellence in Financial Reporting

**Strategic Priority:** Fiscal Stewardship

**Department:** Administration

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**Background/Description of Item:**

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Gardner for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended December 31, 2022. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the 19<sup>th</sup> consecutive year that the City has received this distinguished award.

The Government Finance Officers Association advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.

**Attachments:**

GFOA Certificate of Achievement for Excellence in Financial Reporting



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Gardner  
Kansas**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

December 31, 2022

*Christopher P. Morill*

Executive Director/CEO

**COUNCIL DISCUSSION FORM**

**PRESENTATION ITEM NO. 4**

**MEETING DATE: MARCH 18, 2024**

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

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**Agenda Item:** 2023 End of Year Financial Report

**Strategic Priority:** Fiscal Stewardship

**Department:** Finance

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**Background/Description of Item:**

Finance Director Matthew Wolff will present the 2023 End of the Year Financial Report to the Governing Body.

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

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March 4, 2024

The City Council of the City of Gardner, Kansas met in regular session on March 4, 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 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.**

Councilmember Deaton made a motion to approve the Consent Agenda.

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

Community Development Director David Knopick says this is one presentation for both committee recommendation items since it is a rezoning associated with a conditional use permit. When you annex property from the county into the city, the property brings the original zoning with it. These items are associated with the idea that changing the city zoning to agriculture, which is equivalent to the RUR, then this type of facility is allowed in with a conditional use permit. It is not allowed as a use by right but is allowed if approved as a conditional use permit and the conditions tied to the permit have to be met. This is 10 acres in a primarily residential area approximately 1300 feet west of Gardner Road on the north side of 199<sup>th</sup> Street. This is for a proposed new building which would be 80 by 40 that would be utilized for boarding approximately 40 dogs. The Planning Commission did hold a public hearing on both matters and their recommendation is for denial of both the rezoning and the conditional use permit. Staff recommendation to the Planning Commission was approval of the rezoning and approval of the conditional use permit with conditions. If you reaffirm the Planning Commission recommendation, it is a simple majority vote, so four out of six. If you choose to go against the Planning Commission's recommendation, it's a two-thirds required

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vote, because of the nature of the council, it will still be four out of six. There are two motions listed for you. The third motion you have after hearing from the applicant and others here tonight, is to send this back to the Planning Commission. You will have to give guidance and direction on what you want them to reconsider.

The floor was opened to public comment.

Rod Freund - 29750 W 199<sup>th</sup> – I own the property directly to the east. I have property value and privacy concerns with this in my backyard. The barking dogs and headlights shining in the back of my house are a big concern.

Mary Freund – 19880 S Gardner Rd – The 60 acres was planted into a subdivision for single family dwellings and to state lots of five and ten acres. We are also the owners of the property at 19730 S Gardner Rd and we oppose the rezoning and conditional use permit for an animal care lodge. The 19730 property is on the east side of the property, very close to where the kennel would be. Our neighborhood has always been a very private, quiet single-family neighborhood. The proposed animal kennel would greatly impact all the neighbors. It is proposed to have 22 dog runs and 40 dogs which would bring traffic and excessive noise of dog barking and lights shining into the neighbor's properties. An 80 by 40 animal facility is a business and requires commercial zoning and not be in a single-family neighborhood. We as neighbors are all very much opposed to the rezoning and the conditional use permit as it is invasive to our single-family neighborhood, its values and privacy. Clint Bergdorf has asked me to speak for him because he has the subdivision to the north, and he has three lots adjoining the property. He would prefer they didn't hear dogs barking and is very much against this. I have provided you with a copy of his letter as he agrees this is commercial and needs to go somewhere else.

Randy Sparks- My wife and I are in favor of this project. This is a hard decision. The Freund's have been great to me. If it wasn't for Ron, I wouldn't have a conditional use permit on my property right now. The city wanted to shut me down for building a metal building to run our lawn company out of. Ron played a huge part in getting the process through so I could get my conditional use permit and I wouldn't have gotten it without his help. I would like to do the same thing for Jason and Angela. He's trying to get off the road and quit traveling and he wants to start a business at home, and I have no problem with that. My conditional use permit is a one-year permit. This one is five years and could be canceled afterwards if it doesn't work out like we think it's going to. At least, that is how I understood it when I was working on my permit, but I would like to give him a chance at it. I don't think we will know they are there since we all have metal buildings in our backyards.

Ron Freund-19880 S Gardner Rd – I did help Randy with his conditional use permit and the reason is, Randy's lawn business works well in agriculture zoning. I had a conditional use permit years ago for a Butler Building when I had grain storage, and the county took it away from me. I know you can take them away, but I could only have one light out front and I was only open one or two nights a week from 4 to 7 and it was public in and out because those were the rules they had on me. I am very much against a dog kennel in our subdivision. I've been there 80 some years and it's just not meant to be in a housing unit in a subdivision as a commercial business.

Frank Bannister - 19815 S Gardner Rd - I am almost directly east of this proposed commercial enterprise. I am against this because it could be a noise problem for neighbors. I am not against dogs or dog kennels, but I am very much in favor of commercial businesses in commercial areas. I'm not sure if everyone is aware the State of Kansas has a current lawsuit against the City of Edgerton and North Pointe Development Company to prevent warehouses from being built right across from this property. This has been tied up for two years in litigation or you would be looking at a strong possibility of warehouses and more semi-trucks. I and five other families funded this lawsuit until the State of Kansas took over the lawsuit. We prevailed in the district court in Olathe and the judge said we agree that North Pointe and the City of Edgerton illegally annexed land, but you do not have standing to file suit. The State of Kansas must do that for you, so the Attorney General's Office has taken over the suit. The primary reason the lawsuit was filed was to prevent commercial development in rural residential areas in southern Johnson County. Where we live is the last remaining rural area of Johnson County. We do not want commercial development out there and we do not want an Amazon warehouse across the street. If you start approving commercial development in small acreages, where are you going to stop? This is not an appropriate fit and needs to be in areas that are



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commercial, not people's back yards. This will be a problem for the neighbors, and I believe this will be a problem for the subdivision directly to the east.

Crystal Wise – 29954 W 199<sup>th</sup> St – I live just to the west of them and I'm ok with them putting a dog kennel in.

Councilmember Shute asked about the golden criteria. How did staff determine this was a congruent use based on the surrounding properties. Knopick said the surrounding properties are a larger acreage format and most of the properties in this area are slightly under 4 acres up to 10 acres. There's a development on the north, which is more suburban and he's building in phases, so when we look at this area, it is primarily a rural residential area typical of anything you would find along 199<sup>th</sup> Street. In this case, all those properties are either zoned RUR or agriculture. Under those zoning categories, this type of use is allowed as a conditional use, not as a use by right. We looked at the fact that it's a conditional use permit and the idea is you can place conditions on the actual permit beyond the zoning match that puts us in a position where we think we could see something operating that would mitigate noise, mitigate lights, those types of things. That is why when staff made its recommendations, there was a series of conditions that went with those. What really guided us was the separation of the houses and the size of the lots. If we were in a typical suburban area even under that zoning, you would not have a proposal like this because they could not come forward without rezoning the property to something else. When we look at agriculture and rural residential, we look at those as equivalent zoning. To issue a conditional use permit, we really need it to be in the city zoning category since we don't have county zoning to enact. Shute said normally when we see A zoning, it is either farmland or a commercial tree farm or you could put a machine shop on it if it doesn't have a detrimental effect on the property itself. In the case of an A zoning, it would be more open space. This sounds more like a commercial operation which has a significant outdoor presence. It's not just the building, but there's also runs and outdoor play areas and is different from an enclosed metal building like a machine shop or something you can put in a backyard or side yard and be able to run a business out of it. I think that's why the Planning Commission had a negative reaction to this. Can you address that. Knopick said the Planning Commission had concerns after the public hearing related to the noise issues and other factors like lighting and traffic. The staff's role is to look at it in light of the ordinances and what's allowed, and then public hearing comes into play. The Planning Commission was listening to the public comments and the applicant and had significant discussion. They had a number of questions and that is where they landed with concerns of noise.

Applicant Jason Carmen - 29852 W 199<sup>th</sup> St – These are 10 acre lots and fairly long. We are proposing to put this structure at the back side of the lot which is currently enclosed by a tree-lined area. It is enclosed to the north, to the west and to the south. Then, within the plan, we will put in additional tree lines on the east side. It will be a 40 by 80 enclosed building acoustically insulated. We've done calculations on the number of dogs inside along with what we expect for the acoustic dampening in the building. When dogs are inside of this building, it's expected that you won't be able to hear them outside of the property line based on how everything is constructed. There are going to be some outdoor runs as well and this is going to be an actively managed facility. Maximum occupancy is 40 dogs, but that is not what we are going to start with. Even when it is at capacity, we will be moving dogs in and out. They are not going to be outside all day. There will probably be five dogs outside at a time. They are playing and have to be watched. There is also an indoor play area. They will be moving in and out in rotations. Councilmember Shute asked the maximum number of dogs that would be outside at a time. Jason said five to ten. Shute said that presumably the dogs will be barking while they are playing. Jason said yes, dogs do bark. At the loudest with dogs outside barking and the expected noise they will be making, the loudest it should be at a neighbor's house is 43 Db and this is assuming no tree line attenuation. This is the equivalent to a soft whisper from 5 feet away per OSHA guidelines. The beauty of this location is it's a distance away from any actual residences. We do have neighboring properties, but there are no houses back by where the building is going to be.

Baldwin clarified that the trees that go east west at the back of the property where the building is going, and asked if those trees are staying to the south of the building. Jason said yes. There is currently a heavy tree line to the north and there's good tree line to the west and tree line to the south. We'll be planting trees on the east side as well. Shute confirmed there is a stream between this property and the Tuscan Farms. Jason confirmed and said

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there are three tree lines between them as well. He also has the area on the back section on the other side of the creek before it gets to the Tuscan Farms area.

McNeer wants detail on the decibel levels for neighboring houses for the outside activities; how it was measured and who did the measurements. Jason said this was done on the inverse square law so it's a common method to check acoustic levels and is essentially physics. We do it at my workplace when we are checking ambient noise levels and what is going to be perceived at a distance away from so that was calculated and double checked. And triple checked with some online methods as well just to confirm everything is the same. It ranged from 37 to 43 Db. McNeer said normal conversation is about 50 to 60 Db. Jason confirmed that is common from three feet away.

McNeer wants to be clear there are two separate issues, the first part is bringing zoning to a compatible city zoning, which is separate from the conditional use permit. Knopick says they are separate but related. To qualify for the conditional use permit, the rezoning would have to occur to get to the A zoning district. Your action on the zoning district does not automatically guarantee the conditional use permit.

McNeer asked if we could agree to rezoning without agreeing to the conditional use permit. And clarifying the conditional use permit cannot be approved without the rezoning, but the rezoning can be approved without the conditional use permit. Knopick confirms that the conditional use permit could not be approved without the rezoning. That is the reason these items are together. McNeer asks if the conditional use permit could have a yearly review process. Knopick says staff recommendation was for a five-year permit. The Planning Commission as well as the governing body have the ability to adjust the permit any way you see fit, it is merely a recommendation. If you would like a shorter time frame with interim administrative review points to check for issues or complaints, we would need to re-write the conditions per your guidance. If you are going in that direction with conditions, there are other things that could be added like capping the capacity or operational things, but that would have nothing to do with the rezoning. McNeer confirms we could have an administrative review like we have done with the cigar shop and food trucks. Knopick said we have done that before and could set that up. We will check with the police and fire departments to see if there have been any issues. We would also send letters to the neighbors to see if there are complaints with the operation over the past year. If there are findings administratively or are things going against the conditional use permit, we can bring them back in for revocation consideration. We have the same kind of authority under the nuisance laws and other code enforcement elements that could be used outside of the conditional use permit. McNeer confirms that we could set this up as a one-year permit and then bring them back for review. Knopick says the applicant should be asked about a one-year review because there may be a significant amount of money to invest in a one-year risk versus a five-year risk.

Jason wants to know what kind of criteria would cause a review to be needed at one year. If it is just hearsay type of nuisances, that would not be appropriate. I live in the neighborhood, and I love all my neighbors, so my intention is not to cause any division or nuisances. That is the reason we have planned it the way we have, so it would not be an obstacle for them. I do not want to put risk out there that in one year because there were five phone calls, I'm told we will be shut down. This is a big capital investment with the requirements necessary to be able to adhere to all city guidelines. It is a significant amount for my family that I need the five-year time period. If there are real nuisances, I assume we have legalities to shut it down at that point. Shute clarified for everyone that there are six mitigating requirements that may not be in front of everyone. They are:

1. All drive access and parking areas to and from the dog boarding facility from 199<sup>th</sup> Street shall be paved with a hard surface, not gravel, constructed to meet adopted city technical specifications and construction standards and withstand use by emergency service 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; I believe there was someone who was speaking and addressed that there was no plan yet as to how to handle waste disposal, but this would be a requirement going forward,

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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; they would have to take care of some of these mitigating circumstances, so this is the standard by which this would be measured in a conditional use permit scenario,
4. Provide visual screening from adjacent properties along the east side of the proposed facility; this is to try and mitigate the light pollution issue,
5. Provide noise dampening measures within the wall construction of the boarding facility; which has already been addressed, 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.

That is the criteria right now unless we amend it. We have a six-zero motion here to deny. We have placed trust in our Planning Commission as they are appointed by the body to be our eyes on this, and we would have to come up with real justification as to why we would overturn a six nothing decision on the part of the Planning Commission. The commercial use and the contextual aspects of this are the reasons why they were denied. We would need to be convinced those would not be going forward and justification to deny.

Deaton said this feels very commercial. She asked if most of the current dog boarding facilities in Johnson County are in commercial areas or more agriculture and rural areas. Knopick said the county allows these types of facilities in rural areas as well. The applicant presented during the Planning Commission there is a facility similar to this in the Spring Hill area. It's not unusual, but it's also not so prevalent that everybody's doing it. Many of the conditional uses that you see in agriculture or rural districts recognized large lots where the configuration is larger than the norm and many times they are associated with adjunct kind of employment or at home type of employment. It is not unusual to see some of these types of proposals come forward for an agriculture building for farm machinery repair or something that is adjunct to their farming activity. The applicant did bring forward an example near the Spring Hill area that is a similar context.

Jason discussed Mystic Acres in Spring Hill and says that facility is almost identical to what this proposal is, except their facility is twice as large. We spoke with neighbors around there to see if they had any concerns or complaints since the facility is larger. They had no complaints. They did say you barely know it's there and occasionally you hear a dog barking, but nothing different than any neighbor has. If this is built properly, there should not be any nuisance to any neighboring facility.

Deaton says if we approve this, would this start neighbors possibly asking for food trucks or wineries, etc and then when does this area become a commercial row.

Knopick says the state has some regulations for agriculture tourism which allow for certain things like wineries. This has been discussed in state statute. Not every business or business type is allowed to have a conditional use permit under the agriculture zoning. There are only a few uses in the agriculture district where there is allowance for conditional use permits recognizing the large format land, so it does not open to every kind of business that's allowed in commercial zoning. A lot of them are adjunct or associated secondary businesses and with the advent of home businesses you get unusual applications for somebody who may be trying to turn a hobby into a home business, and we would look at it as a conditional use permit because it is now a business. Deaton wanted to know if this is allowed because animals are involved. Knopick was not for sure. It has been found in zoning laws in other jurisdictions and seems to be a common item similar to daycares in rural areas. Business at this scale is not unusual to see in this type of zoning district in other jurisdictions. Deaton said this business would have a lot more movement and traffic compared to a lawn care business where they are storing stuff, then coming and going for the business and not customers going in and out.

Knopick said this is the same as conditional use permits in suburban neighborhoods with home businesses because we are looking at similar conditions such as the traffic, lights, safety, noise, materials, etc. The same things you are

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asking about are the same things the Planning Commission had as concerns. So, the issue becomes, is this a detrimental impact on the neighborhood or can some of these things be mitigated by certain conditions and that is where you come in as decision makers.

Shute is looking at the property itself and says it is almost 300 feet by almost 1300 feet and the proposed building would take up about a quarter of the width of the north end of the property. The property directly to the east is farmland at the north end of the property. That property could be subdivided in the future. The owners say they would not have a buyer if this business is here because it would hurt their value. He says that even though the statutes and ordinances state the property can support this, there is a bigger picture involved and that is why we are here. I commend the applicant for attempting a new business and Gardner could use a boarding business, but I am not necessarily inclined to approve this or go against the Planning Commission.

Wiehn said he is hesitant to call this a commercial business, but if they were to build a barn to house livestock, would those people have to come before us with the same rigor. Knopick said there are standards for livestock, but it would be a different standard under the agriculture zoning. There are limitations to the number per acre.

McNeer clarified what the business hours would be and asked the applicant if he would agree to additional restrictions for sound by unannounced measurements being taken. Jason said the drop off and pickup will be between 8:00 and 5:00 which would be scheduled, and the typical day would be expected to be maybe 10 cars coming in and out. Headlights are a valid concern by neighbors, so that is why we chose the 5:00 time. And he is open to acoustical guidelines and random checks. During quiet time, the dogs will be boarded inside in the evening.

McNeer recommends sending it back to the Planning Commission to review additional requirements for public business hours and suggest they be subject to random inspections for noise pollution. Baldwin said it would be difficult to do random inspections because we would have to get permission from neighbors, and we already have nuisance laws. McNeer suggested a one-year administrative review, but Shute reminds that this is a significant financial investment. Wiehn asked where this process would be in a year and the applicant wasn't sure if the building would be up and the business running.

Baldwin is not concerned about car lights because there is screening and business hours have been established. Noise has been addressed by a mitigation plan. If not, people can complain and there is a process. Traffic doesn't sound like there would be a huge increase. My concern is that this may be commercial, but looking at the agriculture zoning, he could have lots of animals. From what I'm hearing, all criteria have been met. My concern was commercial, but since we allow it by codes, I don't know what criteria we are using to say no. He's putting in money to put in concrete driveway, the code says it has to be 600 feet from the nearest residence, we can put the stipulation of pickup times which are during daylight hours, so that removes the issue of headlights. If he is willing to put the money into this knowing that there could still be people complaining and in five years, this could get pulled, I'm having a hard time understanding what the concerns are. I believe it is doable and allowed.

Shute says it is a contextual issue and the properties around it. And, we have some additional information that was not available when the Planning Commission was reviewing it. My concern was the properties around them because they are only 300 feet wide. A lot of these properties are set back from the road. A couple of the neighbors have expressed concern that this may hurt their property value if they ever decide to subdivide in the future. And I'm concerned that we would be overturning a six nothing recommendation to deny the Planning Commission recommendation.

Baldwin asks on what grounds did the Planning Commission deny it, other than the things we have now addressed. Deaton asks if the current county zoning would have allowed this. Knopick said it would have been allowed with a conditional use permit. Knopick said our rezoning is an equivalent district.

Wiehn asked if they approved the rezoning. Knopick said Planning Commission recommended denial based on the public hearing process.

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Ron Freund came back up to talk about when he was annexed into the city. If Edgerton would have gotten to this area first, this would not have been allowed because it would be warehouses. I feel like we were protected by Gardner, so we are asking for protection from commercial use in our subdivision. There was another person that lived there with three labs and you could hear them from 600 or 700 feet away. Please protect me.

Mayor Winters says we don't know what the smells, sounds or traffic is going to be until this is done. It doesn't make sense to put something this intense into this neighborhood.

Knopick reminds that these are considered conditional use permits instead of an allowed outright use because when they are placed into the codes, you are generalizing what would be acceptable. Conditional use permits recognize there could be locations where even though zoning is there, the context may not be right for what may be proposed. The Planning Commission is trying to reflect on what this context is and does it relate to the context.

Discussion continued on whether to do the rezoning without the permit. The applicant would not want the rezoning if the conditional use permit is denied.

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

Mayor Winters Seconded.

With all of the Councilmembers voting, the motion fails.

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

Councilmember Shute made a motion to continue the rezoning to a time when deemed ready by the staff.

Councilmember McNeer Seconded

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

**2. Consider adopting an ordinance approving a conditional use permit for an animal care facility located on the north side of 199<sup>th</sup> Street approximately 1300' west of Gardner Road (Tax ID CP19000000 0004).**

Discussion continued to take up the motion on the conditional use permit because the applicant has advised if the permit is denied, they do not want the rezoning. Discussion continued about what conditions could be added to the permit. Baldwin said he doesn't feel like we need to continue with the restrictions because it's on the owner to be sure he is in compliance with the criteria because if he is not, he will be out of business. Discussion went on about whether to send it back to the Planning Commission. Shute does not feel like all the concerns that have been expressed have been addressed. Shute does not feel this should be complaint driven and is a disservice to the neighborhood. They are the first people to be annexed into the city and got the momentum done to get all of 199<sup>th</sup> Street annexed. Baldwin said we did protect them from Edgerton, but we are not talking about neighbors. We are talking about property rights and we have to respect each property owner. We have to look at this in totality by taking everything into consideration. Wiehn asks if we should send this back to the Planning Commission because we are talking about an additional item we can't agree on. Deaton said if the Planning Commission denied it because it's commercial and we have looked at the zoning and it is allowed in the zoning, should we have them review it without the commercial aspect and conditions to see if we can make this work. Baldwin feels this was already presented and they still felt like it was commercial. Baldwin said that every issue that has come up as a concern

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has already been addressed. Rod Freund said the existing trees are all deciduous trees that lose their leaves in the winter, so this will only help for about six months. How long will it take for the trees being planted to be big enough to help.

Baldwin reminds everyone that the criteria would be required before the building permit is issued. Knopick offered that this item could be tabled and have the applicant come forward with a screening plan and that comes back to you to see if it meets your concerns. We may be able to assess if it's adequate to meet the adjacent property owners since you are the decision makers on this.

The previous motion to approve the conditional use permit is withdrawn. Deaton clarifies that if we table this, we could include a presentation on the other conditions. Ron Freund offered everyone could drive in my driveway where the original farmhouse is so you can see there are three trees between his building and my property. If my property were split into two, that would put one house very close to this. Before you vote on this, find out how far away you can hear a dog. He has been a good neighbor, but I don't want to see him put this up because there are going to be complaints on dogs.

Angela Carmen – 29852 W 199<sup>th</sup> St – I just want to address that we have already spent a lot of money for this and the requests from the Planning Commission to redraw engineering and do a water test. If we are going to have to go back and get additional drawings and go back through the Planning Commission to ultimately not get approved, then it is more money lost. We don't want to create division with our neighbors and don't want to continue drawing this out. We want to see this through and feel like we have a really strong case to see this through and keep our neighbors happy. With the amount of money we have already spent, it shows our dedication to seeing this through. Shute confirmed that right now, we are planning to table this item and bring it back here and not to the Planning Commission. We would be requesting a screening plan for sound and light, and you would work with the staff to identify how this is taking place. Knopick believes the current site plans could be used. They would be looking for some quantities and distances. Baldwin thinks we can make this possible without disturbing the neighbors.

Councilmember Shute made a motion to continue Committee Recommendation 2 in tandem with Committee Recommendation 1.

Councilmember McNeer Seconded.

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

**NEW BUSINESS**

None

**COUNCIL UPDATES**

Utilities Director Garcia discussed the FOG (Fats, Oils and Grease) Program. This was implemented in 2020. The program is to try and prevent fats, oils and grease from entering the wastewater system which causes routine maintenance and clogs the sewer system. The system is mainly aimed at food service establishments. Under the program, the food service establishment is required to be part of the program. Every year they get a letter to submit information on the establishment and pay a \$300 fee. Any establishment that does not have enough fat, oil or grease are exempt from installing an interceptor, but they are not exempt from the program. This could change if food service expands, or they change their menu. Every year each establishment has to send new information. We will send an inspector to determine if an interceptor is necessary. Mayor said he was contacted by a restaurant owner who has little to no grease and was concerned with the \$300 to be exempted. Garcia said the fee is for staff to review the information, inspect the establishment and put it into the system. Deaton asked how long the review takes and Garcia said it takes about an hour and then a person has to go to the business. Shute asked if this is based on a fee schedule that we have agreed upon and similar to other jurisdictions. Garcia said the program was based on the Johnson County Wastewater system, so we adopted basically the same regulations and guidelines. Deaton clarified that everyone has to pay. Mayor asked if it would be reasonable to

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have a smaller fee if nothing has changed and the interceptor is not necessary. Baldwin asked if we would be able to tell from sewer inspections if something had changed. Garcia said it would be hard to determine in some locations. Prior to this program, we had to clean the line between Fronteras and the bank about once a month, now that is being done semi-annually because we are looking at the amount of grease they are disposing. Baldwin asked if we could do a quick inspection every year and then do a more extensive inspection every 3-5 years like a conditional use permit. Garcia said we would follow council recommendations. McNeer asked if there has been a business that went from exempt to non-exempt. Garcia said we have not seen any since this program was established.

Community Development Director Knopick said he is going to Kearney, NE for continuing education.

Frank Bannister came back up to say he is amazed the city would even consider allowing commercial operations like this in the city limit. Dogs barking will be a problem. He is amazed that it would be considered in a neighborhood. He asked Baldwin if he would live next door to this. Baldwin said he thinks this can be structured in a way that would be doable. There is always going to be a place where commercial meets up to another classification.

Ron Freund says he was on the Planning Commission for 23 years and he said he has never seen a decision the Planning Commission made be turned over.

**EXECUTIVE SESSION**

**ADJOURNMENT**

There being no further business to come before the Council, on a motion duly made by Councilmember Shute and seconded by Councilmember McNeer the meeting adjourned at 8:54 pm.

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City Clerk

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
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							VENDOR TOTAL *	.00
0004340 90949	00	ALL CITY MANAGEMENT SERVICES INC PI0097 008480	00	01/31/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	2,881.94
							VENDOR TOTAL *	.00
0000566 139550 139551	00	AMERICAN TOPSOIL, INC. 000710 000711	00	02/29/2024 02/29/2024	501-4130-441.52-12 521-4230-442.52-12	6 CY PULV 6 CY PULV	EFT: EFT:	222.00 222.00
							VENDOR TOTAL *	.00
0000058 7589-02162024 7589-02162024 7589-02162024	00	ANSWER KANSAS CITY, LTD. INC. 000646 000647 000648	00	02/29/2024 02/29/2024 02/29/2024	501-4110-441.40-03 521-4230-442.31-15 531-4330-443.31-15	ANSWERING SERVICE FOR ANSWERING SERVICE FOR ANSWERING SERVICE FOR	EFT: EFT: EFT:	426.55 246.55 246.55
							VENDOR TOTAL *	.00
0004860 02082024	00	AT&T MOBILITY 000645	00	02/29/2024	001-2110-421.40-03	DEPT CELL PHONES	2,060.85	
							VENDOR TOTAL *	2,060.85
0003515 2430168 2430161 2430157 2430160 2430156 2430132 2430159 2430166 2430165 2430162 2430163 2430164 2430158 2430169	00	AUGUSTINE EXTERMINATORS INC 000703 000703 000703 000703 000703 000703 000703 000703 000703 000703 000703 000703 000704 000704 000704	00	02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024 02/29/2024	603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15	MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	54.38 65.71 43.05 31.72 43.05 54.38 54.38 31.72 28.33 43.05 64.58 54.38 105.60 31.72
							VENDOR TOTAL *	.00
0099999 111212	00	AUSTIN DEAN NALLY 000707	00	02/29/2024	001-0000-228.30-00	BOND REFUND	130.00	
							VENDOR TOTAL *	130.00
0002847 4848285043	00	BLACK HILLS ENERGY 0224000649	00	02/29/2024	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
							VENDOR TOTAL *	.00
0002420 BMS597722	00	BRENNTAG MID-SOUTH, INC 000650	00	02/29/2024	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	33,211.36



VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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0002420	00	BRENNTAG MID-SOUTH, INC						
						VENDOR TOTAL *	.00	33,211.36
0005213	00	BRIAN DEER						
KNOA TRAINING	000656		00	02/29/2024	001-2120-421.46-01	PER DIEM	194.70	
						VENDOR TOTAL *	194.70	
0005293	00	BRIGHTSPEED						
499699484	0224	000651	00	02/29/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	24.90
320501840	0224	000652	00	02/29/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	42.95
314117591	0224	000653	00	02/29/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	1,628.22
						VENDOR TOTAL *	.00	1,696.07
0001834	00	C & C GROUP						
61659	000654		00	02/29/2024	603-3150-431.52-01	REPAIR GENERATOR	EFT:	343.75
						VENDOR TOTAL *	.00	343.75
0004628	00	CALGON CARBON CORPORATION						
90176704	000728		00	02/29/2024	521-4220-442.52-13	CARBON	EFT:	52,905.60
						VENDOR TOTAL *	.00	52,905.60
0002321	00	CES						
OLA/070706	000728		00	02/29/2024	501-4120-441.43-02	SUBSTATION #1 REPAIRS	EFT:	148.93
						VENDOR TOTAL *	.00	148.93
0000429	00	CINTAS FIRE PROTECTION						
8406664378	000728		00	02/29/2024	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	129.76
8406664378	000728		00	02/29/2024	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	184.96
8406664378	000728		00	02/29/2024	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	184.95
						VENDOR TOTAL *	.00	499.67
0004462	00	COGENT, INC.						
5583970	PI0099 008504		00	01/24/2024	521-4220-442.43-02	REPAIR ON WTR INTAKE PUMP	EFT:	23,600.00
						VENDOR TOTAL *	.00	23,600.00
0003640	00	CONTINENTAL RESEARCH CORP						
0051671	000726		00	02/29/2024	531-4320-443.52-12	SPRAY PENETRANT	EFT:	261.44
						VENDOR TOTAL *	.00	261.44
0099999	00	CORTNEY CROFT-MCLENDON						
104044	000707		00	02/29/2024	001-0000-228.30-00	BOND REFUND	25.00	
						VENDOR TOTAL *	25.00	
0004805	00	CROSSLAND HEAVY CONTRACTORS INC						
PAY EST NO 5	PI0096 008379		00	01/31/2024	531-4340-443.62-10	KILL CREEK EXPANSION	EFT:	155,840.00
						VENDOR TOTAL *	.00	155,840.00
0001557	00	DATCO, INC						
214491	000655		00	02/29/2024	001-2120-421.53-02	EMBROIDERY ON SHIRTS	25.00	
						VENDOR TOTAL *	25.00	
0011111	00	DAVID KNOPIK						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0011111	00	DAVID KNOPIK						
AICP CONFERENCE	000724		00	02/29/2024	001-7110-471.46-01	PER DIEM	81.00	
						VENDOR TOTAL *	81.00	
0000517	00	DELL MARKETING L.P.						
10730821841	PI0104	008501	00	02/14/2024	602-1340-413.47-05	ACROBAT PRO 2020 LICENSE	9,488.80	
						VENDOR TOTAL *	9,488.80	
0001762	00	DREXEL TECHNOLOGIES INC						
INV127005	000726		00	02/29/2024	501-4140-441.62-15	ELECTRICAL MATERIALS	EFT:	40.25
INV127006	000728		00	02/29/2024	603-3150-431.31-15	CARPET REMOVAL & INSTALL	EFT:	40.25
						VENDOR TOTAL *	.00	80.50
0003960	00	ELLIOTT EQUIPMENT COMPANY						
176892	000712		00	02/29/2024	531-4330-443.52-02	HANDGUN 1/2"	EFT:	890.23
						VENDOR TOTAL *	.00	890.23
0004946	00	EVERGY						
7011930732	0224000726		00	02/29/2024	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	27.15	
						VENDOR TOTAL *	27.15	
0003751	00	EVOQUA WATER TECH, LLC						
906328496	000726		00	02/29/2024	531-4320-443.31-15	DI WATER FOR LAB	EFT:	378.39
						VENDOR TOTAL *	.00	378.39
0002956	00	FASTENAL CO.						
KSKA3151810	000657		00	02/29/2024	501-4120-441.52-12	ABSORBANT PADS FOR	EFT:	350.24
						VENDOR TOTAL *	.00	350.24
0004996	00	FLEX MADE EASY						
02212024	000658		00	02/29/2024	721-0000-202.03-11	CONTRIBUTIONS	EFT:	783.94
						VENDOR TOTAL *	.00	783.94
0004402	00	FLICKINGER, MICHAEL						
2024 ICC	000659		00	02/29/2024	001-7120-471.46-01	PER DIEM	282.90	
						VENDOR TOTAL *	282.90	
0000028	00	GARDNER NEWS						
BA8EB167-0003	000702		00	02/29/2024	001-1150-411.47-01	PUBLIC NOTICE	EFT:	8.92
BA8EB167-0002	000702		00	02/29/2024	001-1150-411.47-01	RFP PUBLISHING	EFT:	8.00
						VENDOR TOTAL *	.00	16.92
0000722	00	GEHS PROJECT GRADUATION						
02272024	000723		00	02/29/2024	001-1110-411.54-93	2024 PROJECT GRAD	3,000.00	
						VENDOR TOTAL *	3,000.00	
0000181	00	GRAINGER						
9025550071	000661		00	02/29/2024	001-6120-461.52-01	TRAIL MAINT MATERIALS	EFT:	210.30
						VENDOR TOTAL *	.00	210.30
0001840	00	GT DISTRIBUTORS INC						

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
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INV0988626			000662			00	02/29/2024	001-2120-421.53-02	UNIFORMS	EFT:	51.20
INV0988628			000663			00	02/29/2024	001-2120-421.53-02	WHISTLE CHAINS &	EFT:	48.96
INV0988803			000664			00	02/29/2024	001-2120-421.53-02	UNIFORMS	EFT:	6.00
INV0988804			000665			00	02/29/2024	001-2120-421.53-02	STRIPING ON PANTS	EFT:	24.00
									VENDOR TOTAL *	.00	130.16
0099999	00	HARTLE, JOSEPH									
000073453		UT				00	02/23/2024	501-0000-229.00-00	FINAL BILL REFUND	68.68	
									VENDOR TOTAL *	68.68	
0000463	00	HOLIDAY CONTRACTING, INC.									
ALLEY WAY & ELM		000713				00	02/29/2024	521-4230-442.31-15	CONCRETE	EFT:	3,200.00
									VENDOR TOTAL *	.00	3,200.00
0000481	00	HOLLIDAY SAND AND GRAVEL									
1500588254			000666			00	02/29/2024	001-3120-431.47-38	SPOILS	EFT:	214.50
1500588255			000667			00	02/29/2024	001-3120-431.47-38	SPOILS	EFT:	143.00
1500589860			000714			00	02/29/2024	521-4230-442.52-12	ROCK & DIRT	EFT:	143.00
									VENDOR TOTAL *	.00	500.50
0005223	00	HPI ENERGY SERVICES									
012024-6199007		PI0095 008342				00	01/17/2024	501-4140-441.62-14	MCC REPLACEMENT	EFT:	89,400.00
									VENDOR TOTAL *	.00	89,400.00
0005013	00	HSA BANK									
W521532			000705			00	02/27/2024	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	115.50
									VENDOR TOTAL *	.00	115.50
0005000	00	HUMANA INSURANCE COMPANY									
702625782			000107			00	02/29/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	9,363.14
702625782			000108			00	02/29/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	5,404.62
702625782			000109			00	02/29/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	980.46
702625782			000111			00	02/29/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	3,004.92
702625782			000112			00	02/29/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	7,771.16
702625782			000114			00	02/29/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,399.70
702625782			000116			00	02/29/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,543.14
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702625782			000131			00	02/29/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	7,302.00
702625782			000132			00	02/29/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	10,821.74
702625782			000133			00	02/29/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	8,784.78
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VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
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702625782	000128		00	02/29/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	13,696.92
702625782	000129		00	02/29/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	2,399.70
702625782	000130		00	02/29/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	10,750.70
702625782	000110		00	02/29/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	980.46
702625782	000135		00	02/29/2024	601-1230-412.31-15	MONTHLY BILLING	EFT:	898.76
702625782	000115		00	02/29/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	8,784.78
702625782	000122		00	02/29/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	1,960.92
702625782	000113		00	02/29/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,060.36
702625782	000119		00	02/29/2024	605-3116-431.21-01	MONTHLY BILLING	EFT:	2,024.46
702625782	000106		00	02/29/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	21,385.39
						VENDOR TOTAL *	.00	248,811.71
0004336	00	INSTAFUN KC PHOTOBOOTH LLC						
3338-001745	000660		00	02/29/2024	001-6110-461.54-51	DADDY DAUGHTER DANCE	EFT:	650.00
						VENDOR TOTAL *	.00	650.00
0004271	00	IRON MOUNTAIN INC						
JHBG388	000728		00	02/29/2024	001-1150-411.31-15	SHREDDING SERVICES	EFT:	134.06
						VENDOR TOTAL *	.00	134.06
0000300	00	KANSAS DEPT OF REVENUE						
4053-N42C-GDX7	000706		00	02/23/2024	501-0000-207.20-00	JAN '24 SALES TAX	CHECK #:	103 52,630.08
4053-86TF-5XJ2	000706		00	02/23/2024	501-4110-441.48-02	JAN '24 USE TAX	CHECK #:	103 7.44
4053-86TF-5XJ2	000706		00	02/23/2024	501-4120-441.48-02	JAN '24 USE TAX	CHECK #:	103 61.81
4053-86TF-5XJ2	000706		00	02/23/2024	501-4130-441.48-02	JAN '24 USE TAX	CHECK #:	103 19.63
4053-84X5-7N63	000706		00	02/23/2024	551-0000-207.20-00	JAN '24 SALES TAX	CHECK #:	103 216.88
4053-86TF-5XJ2	000706		00	02/23/2024	602-1340-413.48-02	JAN '24 USE TAX	CHECK #:	103 26.06
4053-86TF-5XJ2	000706		00	02/23/2024	603-3150-431.48-02	JAN '24 USE TAX	CHECK #:	103 260.15
4053-86TF-5XJ2	000706		00	02/23/2024	604-1320-413.48-02	JAN '24 USE TAX	CHECK #:	103 313.16
						VENDOR TOTAL *	.00	53,535.21
0002671	00	KANSAS GAS SERVICE						
105962227	0224 000702		00	02/29/2024	001-6120-461.40-04	NATURAL GAS		416.01
105901600	0224 000668		00	02/29/2024	551-4520-445.40-04	KANSAS GAS SERVICE		270.58
						VENDOR TOTAL *	686.59	
0000331	00	KDHE - BUREAU OF WATER						
C20195601-22924000728	000728		00	02/29/2024	531-9100-491.71-01	BBCWWTP	CHECK #:	110 250,329.76
C20195601-22924000728	000728		00	02/29/2024	531-9100-491.71-02	BBCWWTP	CHECK #:	110 60,555.70
C20195601-22924000728	000728		00	02/29/2024	531-9100-491.71-03	BBCWWTP	CHECK #:	110 7,384.84
C20172101-22924000728	000728		00	02/29/2024	531-9100-491.71-01	BULL CREEK	CHECK #:	110 83,588.53
C20172101-22924000728	000728		00	02/29/2024	531-9100-491.71-02	BULL CREEK	CHECK #:	110 8,406.66
C20172101-22924000728	000728		00	02/29/2024	531-9100-491.71-03	BULL CREEK	CHECK #:	110 875.69
						VENDOR TOTAL *	.00	411,141.18
0002541	00	KIMBALL MIDWEST						
101905305	000669		00	02/29/2024	605-3116-431.52-04	ELECTRIC SUPPLIES	EFT:	129.00
						VENDOR TOTAL *	.00	129.00
0003513	00	KMEA- DOGWOOD						

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
0003513	00	KMEA- DOGWOOD						
DOGW-GR-2024-03000701			00	02/29/2024	501-4120-441.41-01	DOGWOOD ELECTRIC PURCHASE	EFT:	552,875.00
						VENDOR TOTAL *	.00	552,875.00
0099999	00	KS DCF LIEAP						
000064421		UT	00	02/23/2024	501-0000-229.00-00	MANUAL CHECK	404.00	
						VENDOR TOTAL *	404.00	
0005186	00	LINDE GAS & EQUIPMENT						
40927244		000670	00	02/29/2024	501-4120-441.44-02	CYLINDER RENTAL	EFT:	378.41
40874510		000728	00	02/29/2024	501-4120-441.44-02	FINANCE CHARGE FOR 2023	EFT:	2.54
41212923		000671	00	02/29/2024	605-3116-431.44-02	CYLINDER RENTAL	EFT:	82.14
						VENDOR TOTAL *	.00	463.09
0004504	00	LINEAGE						
LIN45951315		000701	00	02/29/2024	603-3150-431.44-02	INK	EFT:	213.16
						VENDOR TOTAL *	.00	213.16
0099999	00	MARTHA NGAO						
109988		000707	00	02/29/2024	001-0000-228.30-00	BOND REFUND	200.00	
						VENDOR TOTAL *	200.00	
0002579	00	MARVINS TOW SERVICE, INC-OLATHE						
29274		000672	00	02/29/2024	605-3116-431.43-05	TOW SERVICE TRUCK #508	EFT:	670.00
						VENDOR TOTAL *	.00	670.00
0003579	00	MID-STATES MATERIALS LLC						
137104		000673	00	02/29/2024	001-3120-431.52-08	ROCK	464.09	
136774		000708	00	02/29/2024	001-3120-431.52-08	ROCK	645.50	
136774		000708	00	02/29/2024	521-4230-442.52-12	ROCK/DIRT	515.90	
136774		000708	00	02/29/2024	531-4330-443.52-12	ROCK/DIRT	657.94	
136774		000708	00	02/29/2024	551-4520-445.43-04	ROCK	153.19	
						VENDOR TOTAL *	2,436.62	
0001382	00	MISSION COMMUNICATIONS, LLC						
1084576		000674	00	02/29/2024	531-4320-443.31-15	ALARMS FOR RADIOS	EFT:	970.80
						VENDOR TOTAL *	.00	970.80
0000132	00	NATIONAL SIGN CO., INC.						
IN-206324		000675	00	02/29/2024	001-3120-431.52-10	SIGNS FOR REPAIR &	EFT:	1,585.15
						VENDOR TOTAL *	.00	1,585.15
0004957	00	NEXGRID, LLC						
2024030		000727	00	02/29/2024	521-4230-442.52-31	COMMUNICATION MODULE	EFT:	361.61
2024030		PI0100 008375	00	02/22/2024	521-4230-442.52-31	COMMUNICATION MODULE	EFT:	3,641.81
						VENDOR TOTAL *	.00	4,003.42
0002813	00	NOVATECH, LLC						
32571		PI0101 008378	00	02/22/2024	501-4140-441.61-04	SEL-2032 REPLACEMENT PROJ	EFT:	9,800.00
						VENDOR TOTAL *	.00	9,800.00
0000144	00	O'REILLY AUTOMOTIVE, 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
0000144	00	O'REILLY AUTOMOTIVE, INC.						
0354-368730	000681		00	02/29/2024	501-4120-441.52-09	ANTIGEL FUEL TREATMENT	EFT:	26.26
0354-366545	000677		00	02/29/2024	501-4130-441.52-02	REMOVAL TOOL	EFT:	13.13
0354-367211	000678		00	02/29/2024	501-4130-441.52-09	DIESEL ANTIGEL	EFT:	157.58
0354-367237	000679		00	02/29/2024	501-4130-441.52-09	DIESEL ANTIGEL - RETURN	EFT:	157.58
0354-367239	000680		00	02/29/2024	501-4130-441.52-09	DE-ICER	EFT:	10.93
0354-369358	000682		00	02/29/2024	501-4130-441.52-04	OIL, FUEL, CABIN &	EFT:	158.67
0354-369521	000683		00	02/29/2024	501-4130-441.52-02	WRENCH FOR TRK #405	EFT:	18.60
						VENDOR TOTAL *	.00	227.59
0000140	00	OLATHE FORD INC.						
79595	000676		00	02/29/2024	501-4120-441.52-04	GEOTAB TELEMATICS - 2024	EFT:	300.00
						VENDOR TOTAL *	.00	300.00
0000142	00	OLATHE WINWATER WORKS						
188289	01	000715	00	02/29/2024	521-4230-442.52-31	BLUE TOOTH OPTO HEAD	EFT:	2,000.00
189516	03	000716	00	02/29/2024	521-4230-442.52-31	SADDLE	EFT:	1,800.00
189677	01	000717	00	02/29/2024	521-4230-442.52-32	CORP	EFT:	1,000.00
189677	01	000718	00	02/29/2024	521-4230-442.52-12	GALLON OF LUBRICANT (4)	EFT:	96.00
189745	01	000719	00	02/29/2024	521-4230-442.52-31	SADDLE	EFT:	3,400.00
189787	01	000720	00	02/29/2024	521-4230-442.52-31	METER GASKETS	EFT:	90.00
						VENDOR TOTAL *	.00	8,386.00
0000393	00	OLSSON, INC.						
487008	PI0102	008437	00	02/15/2024	501-4140-441.62-15	SUB 1 TRANSFRMR 2 UPGRADE	EFT:	38,714.50
488071	PI0103	008448	00	02/21/2024	501-4140-441.61-01	SUBSTATION 3 PRELIM DESIG	EFT:	3,690.00
						VENDOR TOTAL *	.00	42,404.50
0001138	00	OVERHEAD DOOR CO OF KC, INC.						
SVC/262-960277	000701		00	02/29/2024	603-3150-431.31-15	NRTHWST DOOR - REPLACED	EFT:	3,343.25
						VENDOR TOTAL *	.00	3,343.25
0004437	00	PEMBLETON, RAYMOND						
KNOA TRAINING	000684		00	02/29/2024	001-2120-421.46-01	PER DIEM	194.70	
						VENDOR TOTAL *	194.70	
0005219	00	POLYDYNE, INC						
1809410	000685		00	02/29/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00
						VENDOR TOTAL *	.00	1,206.00
0005330	00	PRECISION POLYGRAPH OF KC, LLC						
33	000686		00	02/29/2024	001-2110-421.31-15	POLYGRAPH	EFT:	250.00
						VENDOR TOTAL *	.00	250.00
0005099	00	QUADIEN, INC						
60848766	000726		00	02/29/2024	602-1340-413.44-02	METER RENTAL 03/19-06/18	120.00	
						VENDOR TOTAL *	120.00	
0004069	00	ROLLF, DAVID						
01232024	000687		00	02/29/2024	001-2120-421.46-01	FORCE ENCOUNTERS TRAINING	212.90	

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
0004069	00	ROLLF, DAVID						
						VENDOR TOTAL *	212.90	
0001305	00	SCOTT RICE OFFICE WORKS						
366529	000688		00	02/29/2024	603-3150-431.43-01	INSPECT & EVALUATE PANELS	EFT:	80.00
						VENDOR TOTAL *	.00	80.00
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8						
3729-3	000689		00	02/29/2024	001-6120-461.52-01	P&R SHELTER REPAIRS	EFT:	38.49
						VENDOR TOTAL *	.00	38.49
0000161	00	SIGN HERE, INC.						
25512	000690		00	02/29/2024	531-4320-443.52-20	VINYL GRAPHICS-KWEA SIGN	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0005433	00	SOUNDTHINKING, INC						
13165	PI0098 008498		00	01/26/2024	001-2110-421.31-15	CRIME TRACER SUBSCRIPTION	EFT:	7,500.00
						VENDOR TOTAL *	.00	7,500.00
0001566	00	STAPLES BUSINESS ADVANTAGE						
8073376167	000728		00	02/29/2024	001-1150-411.52-20	SUPPLIES	EFT:	13.99
8073306609	000728		00	02/29/2024	001-1150-411.52-20	BANKERS BOXES (2)	EFT:	47.99
8073306622	000725		00	02/29/2024	001-1310-413.52-20	OFFICE SUPPLIES	EFT:	33.16
8073232077	000700		00	02/29/2024	001-2110-421.52-20	DVDS, HIGHLIGHTERS &	EFT:	73.05
						VENDOR TOTAL *	.00	168.19
0004785	00	SUMNERONE, INC						
3844864	000728		00	02/29/2024	501-4110-441.43-02	COPIER MAINT PROGRAM	EFT:	53.50
						VENDOR TOTAL *	.00	53.50
0002055	00	TG TECHNICAL SERVICES						
04401	000721		00	02/29/2024	531-4330-443.52-20	GAS MONITOR	EFT:	1,023.00
						VENDOR TOTAL *	.00	1,023.00
0000238	00	USA BLUE BOOK						
INV00283272	000722		00	02/29/2024	521-4230-442.52-20	TOWER SAFETY CABINET	EFT:	1,937.84
						VENDOR TOTAL *	.00	1,937.84
0002594	00	USD # 231 GARDNER EDGERTON						
1086	000691		00	02/29/2024	001-6110-461.54-51	DADDY DAUGHTER DANCE	EFT:	615.00
						VENDOR TOTAL *	.00	615.00
0000026	00	USIC LOCATING SERVICES						
639423	000692		00	02/29/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	901.25
						VENDOR TOTAL *	.00	901.25
0004882	00	VALBRIDGE PROPERTY ADVISORS						
KS01-23-1117	000726		00	02/29/2024	501-4130-441.31-15	PROPERTY APPRAISAL OF	EFT:	1,750.00
						VENDOR TOTAL *	.00	1,750.00
0003221	00	WEX BANK						

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
0003221	00	WEX BANK						
95013998	000696		00	02/29/2024	501-4120-441.52-09	ELECTRIC GENER FUEL	EFT:	231.78
95013998	000697		00	02/29/2024	501-4130-441.52-09	ELECTRIC DISTRIB FUEL	EFT:	1,315.21
95013998	000699		00	02/29/2024	521-4220-442.52-09	WATER FUEL	EFT:	290.56
95013998	000694		00	02/29/2024	521-4230-442.52-09	LINE MAINT WATER FUEL	EFT:	1,747.95
95013998	000695		00	02/29/2024	521-4230-442.52-09	SNOW PLOWING	EFT:	763.80
95013998	000698		00	02/29/2024	531-4320-443.52-09	WASTEWATER FUEL	EFT:	822.85
95013998	000693		00	02/29/2024	531-4330-443.52-09	LINE MAINT WASTEWTR FUEL	EFT:	600.93
						VENDOR TOTAL *	.00	5,773.08
						HAND ISSUED TOTAL ***		464,791.89
						EFT/EPAY TOTAL ***		1,269,927.06
						TOTAL EXPENDITURES ****	19,638.89	1,734,718.95
					GRAND TOTAL *****			1,754,357.84



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
0004340	00	ALL CITY MANAGEMENT SERVICES INC	91274	PI0111	008480	00	02/14/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	4,327.95
									VENDOR TOTAL *	.00	4,327.95
0004999	00	AMERICAN FIDELITY ADMIN SERVICES	68436	000748		00	03/07/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
									VENDOR TOTAL *	.00	124.30
0005245	00	AMERICAN SOLUTIONS FOR BUSINESS	INV07219346	000730		00	03/07/2024	001-6120-461.53-02	T-SHIRTS	172.29	
									VENDOR TOTAL *	172.29	
0001986	00	ANIXTER, INC.	5679391-01	000749		00	03/07/2024	501-4130-441.52-31	COPPER CRIMP	EFT:	215.67
			5907149-01	000750		00	03/07/2024	501-4130-441.52-31	BRACKET STRAP 2"	EFT:	119.48
			5953645-00	000751		00	03/07/2024	501-4130-441.52-31	3" PVC CONDUIT 90 SWEEP	EFT:	618.31
			5956844-00	000752		00	03/07/2024	501-4130-441.52-31	1/0 PRIMARY ELBOW	EFT:	4,871.64
			5971273-00	000774		00	03/07/2024	501-4130-441.52-31	TAPE	EFT:	698.01
			5802691-00	PI0114	008515	00	02/16/2024	501-4130-441.52-31	500KVA ABB 3PH	EFT:	32,830.46
			5866192-00	PI0115	008516	00	02/14/2024	501-4130-441.52-31	BURIAL POLE	EFT:	21,712.61
									VENDOR TOTAL *	.00	61,066.18
0004994	00	BENEFITS DIRECT	A025494	006278		00	03/07/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	50.14
			A025494	006277		00	03/07/2024	001-1140-411.31-15	MONTHLY BILLING	EFT:	402.50
			A025494	006279		00	03/07/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	35.68
			A025494	006280		00	03/07/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.76
			A025494	006282		00	03/07/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
			A025494	006283		00	03/07/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	49.20
			A025494	006285		00	03/07/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	21.22
			A025494	006287		00	03/07/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	62.76
			A025494	006288		00	03/07/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	335.22
			A025494	006289		00	03/07/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.76
			A025494	006290		00	03/07/2024	001-3110-431.21-01	MONTHLY BILLING	EFT:	14.46
			A025494	006292		00	03/07/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	67.68
			A025494	006293		00	03/07/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	76.32
			A025494	006303		00	03/07/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	48.26
			A025494	006304		00	03/07/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	66.12
			A025494	006305		00	03/07/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	38.14
			A025494	006306		00	03/07/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	24.62
			A025494	006295		00	03/07/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	42.44
			A025494	006296		00	03/07/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	38.14
			A025494	006297		00	03/07/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	98.44
			A025494	006298		00	03/07/2024	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
			A025494	006299		00	03/07/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	49.20
			A025494	006300		00	03/07/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	94.10
			A025494	006301		00	03/07/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
			A025494	006302		00	03/07/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	67.06
			A025494	006281		00	03/07/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
			A025494	006286		00	03/07/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	52.60

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
0004994	00	BENEFITS DIRECT						
A025494	006294		00	03/07/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	13.52
A025494	006284		00	03/07/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	37.20
A025494	006291		00	03/07/2024	605-3116-431.21-01	MONTHLY BILLING	EFT:	10.16
A025494	006275		00	03/07/2024	721-0000-202.03-07	MONTHLY BILLING	EFT:	10,066.92
A025494	006276		00	03/07/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	287.22
						VENDOR TOTAL *	.00	12,215.44
0003080	00	CATES HEATING & AIR COND SVC INC						
11104740	000731		00	03/07/2024	521-4220-442.43-02	AMANA PTAC UNIT FOR	EFT:	3,520.04
						VENDOR TOTAL *	.00	3,520.04
0000429	00	CINTAS FIRE PROTECTION						
5197284346	000732		00	03/07/2024	521-4220-442.31-15	FIRST AID CABINET	EFT:	58.81
						VENDOR TOTAL *	.00	58.81
0001842	00	CITY OF OLATHE						
CINV-70	000742		00	03/07/2024	521-4220-442.31-15	LAB FEES - JANUARY 2024	EFT:	61.00
						VENDOR TOTAL *	.00	61.00
0002621	00	CLAYCO ELECTRIC CO, INC.						
53179	000733		00	03/07/2024	521-4220-442.43-01	HEATERS FOR CHLORINE	EFT:	2,050.00
						VENDOR TOTAL *	.00	2,050.00
0099999	00	CLEONIA CARVER						
R783393	000779		00	03/07/2024	001-1130-411.58-00	NRP PROPERTY TAX REBATE	1,726.02	
						VENDOR TOTAL *	1,726.02	
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
48840-1	000774		00	03/07/2024	001-6130-461.52-01	HYDROSTATIC VALVE	EFT:	414.12
						VENDOR TOTAL *	.00	414.12
0004795	00	CRAFICO, INC.						
9403128628	PI0116 008517		00	02/29/2024	001-3120-431.52-08	ROADSAVER 221	EFT:	16,425.00
						VENDOR TOTAL *	.00	16,425.00
0005455	00	CRAIG, AMY						
03022024	000779		00	03/07/2024	001-6110-461.54-51	DADDY DAUGHTER DANCE	EFT:	1,524.00
						VENDOR TOTAL *	.00	1,524.00
0002830	00	CREATIVE CARNIVALS & EVENTS, LLC						
16541	000753		00	03/07/2024	001-6110-461.54-51	ROCKIN' THE RIDGE	EFT:	775.00
030724PKG^	000774		00	03/07/2024	001-6110-461.54-51	ROCKIN' THE RIDGE	EFT:	445.00
						VENDOR TOTAL *	.00	1,220.00
0005447	00	D & S SANITATION						
077768	000734		00	03/07/2024	521-4220-442.31-15	SEPTIC TANK PUMPING	425.00	
						VENDOR TOTAL *	425.00	
0099999	00	DAN L. MEISINGER						

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	DAN L. MEISINGER						
CF231505-2013	000773		00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	2,130.55	
						VENDOR TOTAL *	2,130.55	
0099999	00	DAN L. MEISINGER JR.						
CF221501-2001	000773		00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	663.52	
						VENDOR TOTAL *	663.52	
0099999	00	DANIEL E. STRONG						
CF231428-2001	000773		00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	255.16	
						VENDOR TOTAL *	255.16	
0001557	00	DATCO, INC						
214492	000754		00	03/07/2024	001-2120-421.53-02	UNIFORMS	54.00	
						VENDOR TOTAL *	54.00	
0004998	00	DELTA DENTAL OF KANSAS						
1005114202403	006211		00	03/07/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	169.80
1005114202403	006212		00	03/07/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	135.94
1005114202403	006213		00	03/07/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	22.74
1005114202403	006214		00	03/07/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	79.34
1005114202403	006215		00	03/07/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	181.42
1005114202403	006217		00	03/07/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	56.60
1005114202403	006219		00	03/07/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	249.14
1005114202403	006220		00	03/07/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,267.64
1005114202403	006221		00	03/07/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	22.74
1005114202403	006222		00	03/07/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	283.50
1005114202403	006223		00	03/07/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	260.76
1005114202403	006232		00	03/07/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	204.16
1005114202403	006233		00	03/07/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	226.90
1005114202403	006234		00	03/07/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	215.28
1005114202403	006235		00	03/07/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	79.34
1005114202403	006225		00	03/07/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	158.68
1005114202403	006226		00	03/07/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	102.08
1005114202403	006227		00	03/07/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	441.68
1005114202403	006228		00	03/07/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	158.68
1005114202403	006229		00	03/07/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	328.98
1005114202403	006230		00	03/07/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	56.60
1005114202403	006231		00	03/07/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	215.28
1005114202403	006218		00	03/07/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	169.80
1005114202403	006224		00	03/07/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	45.48
1005114202403	006216		00	03/07/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	124.82
1005114202403	006210		00	03/07/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	5,392.43
						VENDOR TOTAL *	.00	10,649.81
0005449	00	EJ USA INC						
110240011425	000774		00	03/07/2024	521-4230-442.52-12	HYDRANT METER	EFT:	1,800.00
						VENDOR TOTAL *	.00	1,800.00
0099999	00	EVELYN STRONG, TRUSTEE						

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	EVELYN STRONG, TRUSTEE						
CF231433-2001	000773		00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	5,268.71	
						VENDOR TOTAL *	5,268.71	
0004946	00	EVERGY						
4469208877	0224000735		00	03/07/2024	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	94.36	
						VENDOR TOTAL *	94.36	
0000855	00	EWING IRRIGATION PRODUCTS, INC						
21566822	000774		00	03/07/2024	001-6120-461.52-01	BALLFIELD DIRT	EFT:	679.60
21571715	000774		00	03/07/2024	001-6120-461.52-01	BALLFIELD DIRT	EFT:	169.90
						VENDOR TOTAL *	.00	849.50
0000086	00	GALLS, LLC						
027250321	000736		00	03/07/2024	001-2120-421.53-02	PATROL BOOTS - HAYES	EFT:	125.00
027198275	000755		00	03/07/2024	001-2120-421.53-02	UNIFORMS	EFT:	79.88
						VENDOR TOTAL *	.00	204.88
0000028	00	GARDNER NEWS						
BA8EB167-0004	000756		00	03/07/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	7.37
						VENDOR TOTAL *	.00	7.37
0004833	00	GARDNER POST OFFICE						
02202024	000777		00	03/07/2024	001-1120-411.47-04	MARKETING PERMIT FEE	320.00	
						VENDOR TOTAL *	320.00	
0099999	00	GODBOLD, CYNTHIA						
000071245	UT		00	03/05/2024	501-0000-229.00-00	FINAL BILL REFUND	45.88	
						VENDOR TOTAL *	45.88	
0099999	00	GOODMAN, DANIEL&KATELYN LAGRAN						
000068725	UT		00	03/06/2024	501-0000-229.00-00	FINAL BILL REFUND	23.13	
						VENDOR TOTAL *	23.13	
0000181	00	GRAINGER						
9026234725	000737		00	03/07/2024	521-4220-442.52-12	BRIDGE CLAMP	EFT:	89.88
						VENDOR TOTAL *	.00	89.88
0005093	00	GROUP GARDNER, LLC						
02292024	TIF	000757	00	03/07/2024	107-9100-491.49-05	TIF PAYMENT	EFT:	65,462.05
02292024	TIF	000758	00	03/07/2024	107-9100-491.49-05	TIF PAYMENT	EFT:	7,361.71
03012024	CID	000778	00	03/07/2024	108-9100-491.49-05	CID PAYMENT	EFT:	100,973.79
						VENDOR TOTAL *	.00	159,074.13
0001840	00	GT DISTRIBUTORS INC						
INV0989720	000738		00	03/07/2024	001-2120-421.53-02	UNIFORMS	EFT:	93.26
KRTL0075694	000759		00	03/07/2024	001-2120-421.53-02	PATROL BOOTS - MAST	EFT:	125.00
KRTL0074936	000774		00	03/07/2024	001-2120-421.53-02	PATROL BOOTS - SKEEN	EFT:	125.00
						VENDOR TOTAL *	.00	343.26
0004993	00	HARTFORD, THE						



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
0000995	00	JCI INDUSTRIES INC.						
8264563	000741		00	03/07/2024	521-4220-442.52-12	SANTOPRENE TUBING	EFT:	864.05
						VENDOR TOTAL *	.00	864.05
0099999	00	JOSEPH M. HERBERT						
CP22980000	0002000773		00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	24.62	
						VENDOR TOTAL *	24.62	
0000108	00	K.C. BOBCAT INC						
19193119	000774		00	03/07/2024	001-3120-431.43-02	PAVEMENT BREAKER REPAIR	1,917.93	
						VENDOR TOTAL *	1,917.93	
0002671	00	KANSAS GAS SERVICE						
161419073	0224 000777		00	03/07/2024	501-4130-441.40-04	NATURAL GAS FOR SHOP	735.48	
						VENDOR TOTAL *	735.48	
0003399	00	KMEA WAPA OPERATING FUND						
WAPA-GA-24-03	000743		00	03/07/2024	501-4120-441.41-01	WAPA ELECTRIC	EFT:	6,178.00
						VENDOR TOTAL *	.00	6,178.00
0002489	00	KPERS						
1748484	000777		00	03/07/2024	721-0000-202.03-01	030724 PAY PERIOD	CHECK #: 112	55,117.86
						VENDOR TOTAL *	.00	55,117.86
0002490	00	KPF						
1748470	000777		00	03/07/2024	721-0000-202.03-02	030724 PAY PERIOD	CHECK #: 113	37,453.92
						VENDOR TOTAL *	.00	37,453.92
0004604	00	LAMP, RYNEARSON & ASSOCIATES						
0322143.01	- 08PI0105 008134		00	02/26/2024	521-4240-442.62-18	WATER 7 INTERCONNECT	1,174.00	
0323149.01	- 03PI0109 008442		00	02/29/2024	531-4340-443.62-10	WINWOOD PRK SEWER LINE	50,947.74	
						VENDOR TOTAL *	52,121.74	
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES						
8656	000761		00	03/07/2024	001-1140-411.52-20	SERVICE AWARDS	EFT:	17.37
						VENDOR TOTAL *	.00	17.37
0005186	00	LINDE GAS & EQUIPMENT						
41493342	000774		00	03/07/2024	605-3116-431.44-02	CYLINDER RENTAL	EFT:	207.29
						VENDOR TOTAL *	.00	207.29
0002979	00	LOCHNER, H W INC						
000022670	- 01 PI0110 008466		00	02/28/2024	551-4520-445.31-15	AIRPORT ON-CALL FEB 2024	EFT:	500.00
TO0220227	- 05 PI0108 008371		00	02/29/2024	551-4540-445.62-21	AIRPORT SHORTEN RW 17-35	EFT:	1,860.00
						VENDOR TOTAL *	.00	2,360.00
0099999	00	MCDOWELL, BRIEN						
000070391	UT		00	03/05/2024	501-0000-229.00-00	FINAL BILL REFUND	47.08	
						VENDOR TOTAL *	47.08	
0005319	00	MILLENNIUM CONSULTING LLC						

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									
2186		000778				00	03/07/2024	001-7110-471.31-15	NAVILINE TRAINING	EFT:	210.00
2186		PI0106	008171			00	02/20/2024	001-7110-471.31-15	CONSULTING SERVICES	EFT:	140.00
2186		PI0107	008367			00	02/20/2024	001-7120-471.31-15	CONSULTING SERVICES	EFT:	140.00
VENDOR TOTAL *										.00	490.00
0005451	00	MILLER EXCAVATING, INC									
15663		000762				00	03/07/2024	521-4230-442.31-15	SERVICE RELOCATION	EFT:	780.00
VENDOR TOTAL *										.00	780.00
0005296	00	MISSIONSQUARE RETIREMENT									
6400956		000777				00	03/07/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101
6400956		000777				00	03/07/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #:	101
VENDOR TOTAL *										.00	11,346.17
0000142	00	OLATHE WINWATER WORKS									
189899	01	000765				00	03/07/2024	521-4230-442.52-31	SADDLE	EFT:	4,375.00
VENDOR TOTAL *										.00	4,375.00
0005452	00	OUTDOOR LIVING SOLUTIONS CORP									
5839		000763				00	03/07/2024	501-4130-441.31-15	YARD REPAIR- 487 S POPLAR	EFT:	740.00
5838		000764				00	03/07/2024	501-4130-441.31-15	YARD REPAIR- 460 S POPLAR	EFT:	1,240.00
VENDOR TOTAL *										.00	1,980.00
0001569	00	PAYCOR, INC									
INV05307185		000777				00	03/06/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107
VENDOR TOTAL *										.00	668.62
0000220	00	PETTY CASH - POLICE DEPARTMENT									
02212024		000766				00	03/07/2024	001-2110-421.46-05	FOOD - RECRUITMENT FAIR		31.94
VENDOR TOTAL *										31.94	
0004198	00	PROTECT YOUTH SPORTS									
1143642		000744				00	03/07/2024	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	404.60
VENDOR TOTAL *										.00	404.60
0005456	00	PVS DX INC									
817000064-24		000776				00	03/07/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
817000096-24		000776				00	03/07/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
817000095-24		000776				00	03/07/2024	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	2,160.00
817000154-24		000776				00	03/07/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
817000254-24		000776				00	03/07/2024	521-4220-442.52-13	AMMONIUM SULFATE &	EFT:	4,300.40
VENDOR TOTAL *										.00	12,881.60
0004932	00	QUADIENT LEASING USA, INC.									
Q1216586		000745				00	03/07/2024	602-1340-413.44-02	POSTAGE MACHINE LEASE		407.31
VENDOR TOTAL *										407.31	
0099999	00	RANDALL LEE SPARKS									
CP19000000		0006000773				00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE		979.27

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	RANDALL LEE SPARKS						
						VENDOR TOTAL *	979.27	
0005307 3036266143	00	RUSH TRUCK CENTER OF MISSOURI 000767	00	03/07/2024	605-3116-431.43-05	VEHICLE REPAIR - TRK #511	EFT:	1,986.17
						VENDOR TOTAL *	.00	1,986.17
0001305 367055	00	SCOTT RICE OFFICE WORKS 000774	00	03/07/2024	001-3110-431.52-20	OFFICE CHAIRS	EFT:	1,636.19
						VENDOR TOTAL *	.00	1,636.19
0005380 137638	00	SHAWNEE COPY CENTER 000746	00	03/07/2024	001-1150-411.47-02	BUSINESS CARDS	EFT:	96.77
						VENDOR TOTAL *	.00	96.77
0002247 2014-9	00	SHERWIN WILLIAMS- ACCT 6716-4600-8 000774	00	03/07/2024	001-6120-461.52-01	PAINT FOR CELEBRATION PRK	EFT:	55.05
						VENDOR TOTAL *	.00	55.05
0000161 25535	00	SIGN HERE, INC. 000768	00	03/07/2024	001-2120-421.43-05	ADD GRAPHICS TO	EFT:	1,050.00
						VENDOR TOTAL *	.00	1,050.00
0000163 QTR 1 INVESTMEN	00	SOUTHWEST JOHNSON COUNTY E.D.C. PI0112 008510	00	02/23/2024	105-1120-411.31-15	LEGAL SERVICES		6,407.50
						VENDOR TOTAL *		6,407.50
0001566 8073376181	00	STAPLES BUSINESS ADVANTAGE 000774	00	03/07/2024	001-2110-421.52-20	DVD'S	EFT:	60.38
						VENDOR TOTAL *	.00	60.38
0005195 8006405821	00	STERICYCLE 000747	00	03/07/2024	001-2110-421.31-15	SHREDDING SERVICES	EFT:	65.38
						VENDOR TOTAL *	.00	65.38
0005329 03052024	00	TALLGRASS APARTMENTS, LLC 000778	00	03/07/2024	001-0000-228.60-00	LAND DISTURBANCE REFUND	EFT:	3,000.00
						VENDOR TOTAL *	.00	3,000.00
0000174 280664	00	TAPCO PRODUCTS CO. 000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	257.04
281661		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	20.55
281661		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	20.55
281662		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	51.14
281668		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	38.54
281669		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	59.56
280656		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	97.04
280666		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	63.60
280662		000775	00	03/07/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:	193.05
						VENDOR TOTAL *	.00	801.07
0005075	00	TEMP-CON						



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
0005075 183966	00	TEMP-CON PI0113 008511	00	02/08/2024	001-2120-421.43-01	REPLACE COMPRESSOR 2	11,317.49	
						VENDOR TOTAL *	11,317.49	
0099999 CP88000000	00	THOMAS S. VANKEIRBLICK TRUST 0002000773	00	03/07/2024	001-1130-411.58-00	ANNEXATION REBATE	1,352.77	
						VENDOR TOTAL *	1,352.77	
0099999 000062439	00	TRAVELERS HAVEN LLC UT	00	03/01/2024	501-0000-229.00-00	MANUAL CHECK	83.79	
						VENDOR TOTAL *	83.79	
0099999 66302200	00	TRINITY WORKING 000776	00	03/07/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	85.00	
						VENDOR TOTAL *	85.00	
0000746 ZL00066640 ZL00066642 ZL00066653 ZL00066654	00	VANCE BROTHERS, INC 000769 000770 000771 000772	00	03/07/2024 03/07/2024 03/07/2024 03/07/2024	001-3120-431.52-08 001-3120-431.52-08 001-3120-431.52-08 001-3120-431.52-08	ASPHALT ASPHALT ASPHALT ASPHALT	EFT: EFT: EFT: EFT:	192.15 573.30 261.45 403.20
						VENDOR TOTAL *	.00	1,430.10
0001260 11212023	00	VAUGHN, CINDY 000776	00	03/07/2024	001-2120-421.52-20	INTERPRETER	EFT:	70.00
						VENDOR TOTAL *	.00	70.00
0000366 03022024STM	00	WARDROBE CLEANERS INC. 000774	00	03/07/2024	001-2120-421.42-02	DRY CLEANING	247.50	
						VENDOR TOTAL *	247.50	
0099999 000060055	00	WARREN PLACE EVENT SPACES UT	00	03/05/2024	501-0000-229.00-00	MANUAL CHECK	425.77	
						VENDOR TOTAL *	425.77	
0003221 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829 95139829	00	WEX BANK 000775 000775 000775 000775 000775 000775 000775 000774 000774 000774 000774 000775	00	03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024 03/07/2024	001-0000-341.02-00 001-2110-421.52-09 001-2120-421.52-09 001-2120-421.43-05 001-2130-421.52-09 001-3120-431.52-09 001-3130-431.52-09 001-6120-461.52-09 001-7120-471.52-09 603-3150-431.52-09 605-3116-431.52-09	REBATES-MISC REVENUES PD ADMIN FUEL PD OPERATIONS FUEL PD SERVICE EXPENDITURES ACO FUEL STREETS & STORM FUEL ENGINEERING FUEL P&R FUEL COMM DEV FUEL BUILDING MAINT FUEL FLEET FUEL	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	73.08- 261.30 5,065.88 629.38 49.89 2,681.16 157.64 959.01 126.51 164.28 41.10
						VENDOR TOTAL *	.00	10,063.07
0099999	00	WILLIAMS, LAWRENCE & JEANETTE						

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
0099999	00	WILLIAMS, LAWRENCE & JEANETTE									
000056971		UT				00	03/05/2024	501-0000-229.00-00	FINAL BILL REFUND	67.99	
									VENDOR TOTAL *	67.99	
									HAND ISSUED TOTAL ***		104,586.57
									EFT/EPAY TOTAL ***		337,050.23
									TOTAL EXPENDITURES ****	87,431.80	441,636.80
									GRAND TOTAL *****		529,068.60

# COUNCIL ACTION FORM

# CONSENT ITEM NO. 3

MEETING DATE: MARCH 18<sup>TH</sup>, 2024

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

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**Agenda Item:** Consider authorizing the execution of a contract with INCO USA, LLC to construct the Santa Fe Sidewalk Project.

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

**Department:** Public Works

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### Staff Recommendation:

Staff recommends authorization of a contract with INCO USA, LLC to construct the Santa Fe Sidewalk Project, in the amount of \$74,660.27.

### Background/Description of Item:

The City received a Community Development Block Grant (CDBG) for \$88,488.37 in 2023 to partially fund the sidewalk on the south side of Santa Fe between Conestoga St and N Cedar Niles Rd. This section of sidewalk had been identified as needed in the City's sidewalk gap assessment. Staff received positive feedback after contacting the references provided by the contractor to verify their qualifications and quality of work and therefore recommends award of the contract to the low bidder, INCO USA, LLC.

### Detailed Description of Project Scope:

An Invitation to Bid notice was published in the Legal Record, along with Dos Mundos, Kansas City The Call, The Kansas City Globe, and Unified Contractors of Kansas City (all minority owned newspapers). Bids for the project were received and publicly opened by the City of Gardner on February 21<sup>st</sup>, 2024. The project will include sidewalk and ADA ramps. A summary of the bids received follows:

<u>Bidder</u>	<u>Total Bid</u>
Inco USA, LLC	\$74,660.27
KC Concrete	\$102,680.50
PCC	\$117,729.50
NewCo Concrete LLC	\$123,985.00
Cohorst Enterprises Inc	\$130,210.00
McConnell & Associates Corp	\$131,460.00
Infrastructure Solutions LLC	\$135,441.00
CM Concrete	\$139,350.00
Orr Wyatt Streetscapes	\$148,214.00
R&R Concrete	\$148,252.50
Primetime Contracting Corp	\$158,590.00
Koehn Construction Services, LLC	\$177,739.60
Gunter Construction Company	\$178,710.00
Freeman Concrete Construction, LLC	\$347,175.00
<b>Engineer's Estimate</b>	<b>\$141,230.00</b>

**Financial Impact:**

Johnson County, through the Community Development Block Grant (CDBG) will reimburse the City up to the grant award of \$88,488.37.

**Attachments Included:**

- Contract
- Bid Tab

**Suggested Motion:**

Authorize the City Administrator to execute the Authority to Award contract with INCO USA, LLC for the Santa Fe Sidewalk in the amount of \$74,660.27.

## AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gardner, Kansas, [hereinafter "City"], and **INCO USA LLC** [hereinafter referred to as "Contractor"] for the construction of the following described work: **Santa Fe Sidewalk** known as City of Gardner Project No. **PW6009**.

### RECITALS

WHEREAS, the City desires to construct and complete Project No. **PW6009**.

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. **PW6009**, 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 **Santa Fe Sidewalk**.

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: **Simon Vega (913) 633-7642**
  - 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 **Simon Vega (913) 633-7642** 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 \$74,660.27.

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)**

1205 Ott Street  
Olathe, KS 66061  
htabora@inco-usa.net  
(913) 250-8776

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GARDNER, KANSAS

CONTRACTOR

\_\_\_\_\_  
(Mayor/City Administrator)

INCO USA, LLC *Héctor Tabora*  
(Name, Title)

Hector Tabora - Partner

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

**BID TAB FOR:**  
**Santa Fe Sidewalk**  
**PW6009**  
**Bid Opening: February 21st, 2024 (10:00 AM)**

				Engineer's Estimate		INCO USA LLC		KC Concrete		PCC		McConnell & Associates Corp	
Item No	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>ESTIMATED QUANTITIES BASE BID</b>													
1	Force Account	1	LS	\$10,000.00	\$10,000.00	\$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	\$767.94	\$767.94	\$3,200.00	\$3,200.00	\$2,750.00	\$2,750.00	\$3,000.00	\$3,000.00
3	Clearing and Grubbing	1	LS	\$8,000.00	\$8,000.00	\$1,357.33	\$1,357.33	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00
4	Linear Grading	1510	LF	\$20.00	\$30,200.00	\$1.20	\$1,812.00	\$4.25	\$6,417.50	\$7.50	\$11,325.00	\$9.00	\$13,590.00
5	Sidewalk (4" Concrete)	7410	SF	\$8.00	\$59,280.00	\$6.37	\$47,201.70	\$8.83	\$65,430.30	\$8.95	\$66,319.50	\$10.00	\$74,100.00
6	ADA Ramp (6" Concrete)	140	SF	\$50.00	\$7,000.00	\$17.04	\$2,385.60	\$8.83	\$1,236.20	\$35.00	\$4,900.00	\$30.00	\$4,200.00
7	Detectable Warning Surface	40	SF	\$35.00	\$1,400.00	\$36.30	\$1,452.00	\$25.00	\$1,000.00	\$23.75	\$950.00	\$25.00	\$1,000.00
8	Remove & Replace Curb & Gutter	9	LF	\$50.00	\$450.00	\$147.60	\$1,328.40	\$55.00	\$495.00	\$190.00	\$1,710.00	\$80.00	\$720.00
9	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$2,559.80	\$2,559.80	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$2,500.00	\$2,500.00
10	Sodding	850	SY	\$8.00	\$6,800.00	\$3.39	\$2,881.50	\$10.26	\$8,721.00	\$12.00	\$10,200.00	\$15.00	\$12,750.00
11	Erosion Control (silt fence)	1550	LF	\$2.00	\$3,100.00	\$1.88	\$2,914.00	\$0.31	\$480.50	\$3.50	\$5,425.00	\$2.00	\$3,100.00
				<b>TOTAL</b>	<b>\$141,230.00</b>	<b>TOTAL</b>	<b>\$74,660.27</b>	<b>TOTAL</b>	<b>\$102,680.50</b>	<b>TOTAL</b>	<b>\$117,729.50</b>	<b>TOTAL</b>	<b>\$131,460.00</b>

				NewCo Concrete LLC		Cohorst Enterprises Inc		Infrastructure Solutions LLC		CM Concrete		Orr Wyatt Streetscapes	
Item No	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>ESTIMATED QUANTITIES BASE BID</b>													
1	Force Account	1	LS	\$0.00	\$0.00	\$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	\$7,000.00	\$7,000.00	\$2,465.00	\$2,465.00	\$10,000.00	\$10,000.00	\$13,337.00	\$13,337.00
3	Clearing and Grubbing	1	LS	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$16,901.00	\$16,901.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Linear Grading	1510	LF		\$5,000.00	\$20.00	\$30,200.00	\$5.00	\$7,550.00	\$10.00	\$15,100.00	\$3.90	\$5,889.00
5	Sidewalk (4" Concrete)	7410	SF		\$74,100.00	\$7.00	\$51,870.00	\$9.00	\$66,690.00	\$10.00	\$74,100.00	\$10.30	\$76,323.00
6	ADA Ramp (6" Concrete)	140	SF		\$4,800.00	\$27.00	\$3,780.00	\$87.00	\$12,180.00	\$20.00	\$2,800.00	\$28.90	\$4,046.00
7	Detectable Warning Surface	40	SF		\$800.00	\$29.00	\$1,160.00	\$28.00	\$1,120.00	\$40.00	\$1,600.00	\$22.25	\$890.00
8	Remove & Replace Curb & Gutter	9	LF		\$585.00	\$200.00	\$1,800.00	\$72.00	\$648.00	\$100.00	\$900.00	\$61.00	\$549.00
9	Traffic Control	1	LS			\$5,000.00	\$5,000.00	\$2,112.00	\$2,112.00	\$5,000.00	\$5,000.00	\$2,780.00	\$2,780.00
10	Sodding	850	SY		\$22,950.00	\$12.00	\$10,200.00	\$14.00	\$11,900.00	\$12.00	\$10,200.00	\$20.00	\$17,000.00
11	Erosion Control (silt fence)	1550	LF		\$7,750.00	\$4.00	\$6,200.00	\$2.50	\$3,875.00	\$3.00	\$4,650.00	\$8.00	\$12,400.00
				<b>TOTAL</b>	<b>\$123,985.00</b>	<b>TOTAL</b>	<b>\$130,210.00</b>	<b>TOTAL</b>	<b>\$135,441.00</b>	<b>TOTAL</b>	<b>\$139,350.00</b>	<b>TOTAL</b>	<b>\$148,214.00</b>

				R&R Concrete		Primetime Contracting Corp		Koehn Construction Services, LLC		Gunter Construction Company		Freeman Concrete Construction, LLC	
Item No	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
<b>ESTIMATED QUANTITIES BASE BID</b>													
1	Force Account	1	LS	\$10,000.00	\$10,000.00	\$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	\$5,000.00	\$5,000.00	\$17,360.00	\$17,360.00	\$23,956.00	\$23,956.00	\$11,000.00	\$11,000.00	\$13,070.00	\$13,070.00
3	Clearing and Grubbing	1	LS	\$19,850.00	\$19,850.00	\$500.00	\$500.00	\$18,525.00	\$18,525.00	\$2,800.00	\$2,800.00	\$48,438.00	\$48,438.00
4	Linear Grading	1510	LF	\$5.00	\$7,550.00	\$18.00	\$27,180.00	\$15.70	\$23,707.00	\$30.00	\$45,300.00	\$107.00	\$161,570.00
5	Sidewalk (4" Concrete)	7410	SF	\$9.50	\$70,395.00	\$10.00	\$74,100.00	\$7.97	\$59,057.70	\$12.00	\$88,920.00	\$9.60	\$71,136.00
6	ADA Ramp (6" Concrete)	140	SF	\$10.50	\$1,470.00	\$25.00	\$3,500.00	\$52.69	\$7,376.60	\$30.00	\$4,200.00	\$49.00	\$6,860.00
7	Detectable Warning Surface	40	SF	\$20.00	\$800.00	\$30.00	\$1,200.00	\$30.07	\$1,202.80	\$15.00	\$600.00	\$41.00	\$1,640.00
8	Remove & Replace Curb & Gutter	9	LF	\$55.00	\$495.00	\$350.00	\$3,150.00	\$485.00	\$4,365.00	\$110.00	\$990.00	\$119.00	\$1,071.00
9	Traffic Control	1	LS	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$3,610.00	\$3,610.00	\$3,300.00	\$3,300.00	\$5,625.00	\$5,625.00
10	Sodding	850	SY	\$33.75	\$28,687.50	\$20.00	\$17,000.00	\$21.91	\$18,623.50	\$10.00	\$8,500.00	\$23.00	\$19,550.00
11	Erosion Control (silt fence)	1550	LF	\$2.10	\$3,255.00	\$2.00	\$3,100.00	\$4.72	\$7,316.00	\$2.00	\$3,100.00	\$5.30	\$8,215.00
				<b>TOTAL</b>	<b>\$148,252.50</b>	<b>TOTAL</b>	<b>\$158,590.00</b>	<b>TOTAL</b>	<b>\$177,739.60</b>	<b>TOTAL</b>	<b>\$178,710.00</b>	<b>TOTAL</b>	<b>\$347,175.00</b>

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 4

**MEETING DATE:** MARCH 18, 2024

**STAFF CONTACT:** KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

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

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

**Department:** Public Works Fleet

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### **Staff Recommendation:**

Staff recommends authorizing the purchase of a vehicle through the Mid-America Council of Public Purchasing (MACPP) fleet program and associated additional equipment under the City's Vehicle and Equipment Replacement Policy.

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

Under the City's Vehicle and Equipment Replacement Policy (VERP), new vehicles and equipment added to the city's fleet are added through the budget process within the requesting department. This vehicle is designated for use as an inspection vehicle by an Engineering Technician FTE that was added to the Engineering Division in 2024.

Inspection vehicles are used daily by Engineering Technicians for activities including field inspection of city infrastructure, right of way and utility easements inspections, responding to citizen requests for City review of infrastructure issues, and other field duties. Inspection areas often include areas away from roadway surfaces that are extremely muddy and difficult to reach and require four wheel drive.

This vehicle requires decals (\$350), a bed liner (\$650), strobe lights (\$500), and a tool box (\$500). Total additional equipment cost is estimated at \$2,000.

### **Financial Impact:**

Funds for this vehicle and collateral equipment purchase are budgeted in the Engineering Division Budget for 2024.

### **Attachments Included:**

- Vehicle Quote

### **Suggested Motion:**

Authorize the City Administrator to execute the purchase of a vehicle through the Mid-America Council of Public Purchasing (MACPP) fleet program and execute the purchase of associated additional equipment under the City's Vehicle and Equipment Replacement Policy a cost not to exceed \$43,579.00 plus a 10% contingency.

ADMINISTRED BY CLAY COUNTY  
MID AMERICA REGIONAL COUNCIL  
2023/2024 MY BID



F1L F150 4X4 R/C  
141" WHEELBASE  
YZ OXFORD WHITE  
A VINYL 40/20/40  
S MED DARK SLATE  
101A EQUIP GRP  
.XL SERIES  
.17" SILVER STEE  
99P 2.7L V6 ECOBST  
44G ELEC 10-SPDAUTO  
.265/70R-17  
XL9 3.55 ELEC LOCK  
6450# GVWR  
425 50 STATE EMISS  
EXT RANGE TANK  
924 PRIVACY GLASS

**Metro Bid Item # 21**

Base price of F150	\$37,067
4X4 upgrade	4042
ELOCKER	470
<b>Total</b>	<b>\$41,579</b>

DATE QUOTE PREPARED 2/22/2024  
Quote Prepared for CITY OF Gardner Kansas

Olathe Ford Commercial Vehicle Center

**Our Mission**

*To deliver an outstanding sales, service  
and financing experience for our  
commercial customers*

**Pricing includes 5 days terms**  
**Additional term available at \$10 per day.**

Debi Jones, Commercial Sales  
Direct 913-815-2224 Cell 913-238-0252

OLATHE FORD COMMERCIAL SALES 305 S. FIR, OLATHE, KANSAS 66061 913-312-0079  
**COMMERCIAL VEHICLES**



## COUNCIL ACTION FORM

## CONSENT ITEM NO. 5

MEETING DATE: MARCH 18, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

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**Agenda Item:** Consider the removal of Mark Grant from the Utility Advisory Commission.

**Strategic Priority:** Asset Management  
Fiscal Stewardship

**Department:** Utilities

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### Staff Recommendation:

Consider removing Mark Grant from the Utility Advisory Commission under City Code, Chapter 2.55 Utility Advisory Commission, Section 2.55.020 Organization of the Commission, Paragraph K. Removal

### Background:

Mark Grant was reappointed to the Utility Advisory Commission on January 17, 2023. Since his reappointment, Mark Grant has failed to attend all 2023 Utility Advisory Commission meetings.

Under City Code, Chapter 2.55 Utility Advisory Commission, Section 2.55.020 Organization of the Commission, Paragraph L. Attendance states “... *Appointees violate the attendance policy if they receive notice of meetings and without excuse miss three consecutive meetings or attend fewer than two-thirds of the regular or special meetings of the board or commission on which they serve within the 12-month period following the member’s appointment, or an anniversary date thereof.*”

Furthermore, Paragraph K. Removal states “*A majority of the Governing Body may remove any appointed board or commission member at any time for good and sufficient cause. Cause shall include, but not be limited to, any violation of any applicable law, regulation or policy; neglect of duty; and failure to comply with the appointive body attendance policy. If such removal occurs, the vacancy shall be filled by Mayoral appointment, subject to the approval of the Council.*”

### Attachments:

- 2023 UAC Meeting Attendance

### Financial Impact:

None

### Suggested Motion:

Remove Mark Grant from the Utility Advisory Commission, effective immediately, and post the vacancy.

# UTILITY ADVISORY COMMISSION ATTENDANCE 2023

COMMISSIONER	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Augustine, Bryce	√	NM	A	√	NM	√	√	NM	NM	√	√	√
Coleman, Barbara	√	NM	√	√	NM	√	√	NM	NM	√	√	√
Grant, Mark	A	NM	A	A	NM	A	A	NM	NM	A	A	A
Plahn, Nate	√	NM	√	√	NM	A	A	NM	NM	√	√	√
Stauffer, Ray		NM	√	√	NM	√	√	NM	NM	√	√	√
Williams, Gary	A	NM										

ABSENCES

1	OF	8
0	OF	8
8	OF	8
2	OF	8
0	OF	7
1	OF	1

- √ Present
- A Absent
- RC Recused
- RE Resigned
- TS Training Session
- WS Work Session
- NM No Meeting

# COUNCIL ACTION FORM

# CONSENT AGENDA ITEM NO. 6

**MEETING DATE:** MARCH 18, 2024

**STAFF CONTACT:** PAMELA WALDECK, POLICE CHIEF

---

**Agenda Item:** Consider authorizing the purchase of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors from Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors.

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Police Department

---

### Staff Recommendation:

Staff recommends authorizing the purchase of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors from Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors.

Please note: The purchase of the vehicles was previously authorized by Council during the September 5, 2023 and January 2, 2024 meetings.

### Background/Description of Item:

The 2024 vehicle replacement budget is set at \$260,000.00, allocated for vehicle and equipment replacement in accordance with City Vehicle Equipment & Replacement Policy. Additionally, staff intends to sell the replaced vehicles and use those proceeds to assisting in funding these vehicles.

### Financial Impact:

The estimated total cost of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors is \$112,410.02.

Ka-Comm \$ 84,990.32 (\$12,688.27, \$12,339.12, \$12,067.12, \$30,098.10 - K9,  
\$17,797.69 CVSA)

Stalker \$ 3,250.00

Sign Here \$ 4,100.00

Turn Key Mobile \$ 3,292.00

County Toppers \$ 5,946.00

GT Distributors \$ 10,831.70

### Attachments included:

Quotes from: Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors.

### Suggested Motion:

Authorize the City Administrator the purchase of labor, materials and equipment for outfitting of 2 Ford F-150 Police Responders and 3 Ford Utility Police Interceptors from Ka-Comm, Stalker, Sign Here, Turn Key Mobile, County Toppers, and GT Distributors in the total amount of \$112,410.02.



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 www.ka-comminc.com  
 joehm@ka-comminc.com

## Quote

Date	Quote #
2/2/2024	27777

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	FORD F-150 RESPONDER - MARKED PATROL / CVSA - UNIT 136 ** NEW EQUIPMENT **			
ALGT53J-P1LC (...)	ALGT53J-P1LC (PROMO); ALLEGIANT 53" RED / BLUE WARNING LIGHTS, ALL 2-COLOR EXCEPT POSITIONS 9 AND 16, LOW HOOK MOUNT, CLEAR DOMES, CONVERGENCE NETWORK COMPATIBLE	1	1,423.70	1,423.70
HKB-FRD15-44-...	HKB-FRD15-44-HP, HOOK REQUIRED WITH HOOK-ON-MOUNT, 44-,45-,46-, AND 53 INCH LIGHT BARS, 51- AND 53-INCH LIGHT BARS WITH LOW-PROFILE FOOT. FORD F-150 CREW CAB. 2015-2022	1	0.00	0.00
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200S17B, ES100C AND ESB BRACKET KIT (SP-ALGT23 PROMO W/ ILS OR BAR ONLY)	1	1,048.80	1,048.80
OBDCABLE25-3 ...	OBDCABLE25-3 PROMO, OBD CABLE FOR PATHFINDER, FORD GATEWAY, 25-FT OBDII, FORD EXPEDITION, FORD F-150, FORD F250/F350/F450/F550, 4" OR 8" ENTERTAINMENT SCREEN ONLY	1	119.60	119.60

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



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## Quote

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2/2/2024	27777

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Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
AS124 PROMO	750501, AS124 100 WATT ECONOMY SPEAKER (SP-ALGT23 PROMO) INCLUDED NO CHARGE	1	0.00	0.00				
RBKIT2-COMPA...	RBKIT2-COMPACT (PROMO), RUMBLER SPEAKERS FOR USE WITH SIRENS WITH INTEGRATED RUMBLER CAPABILITY, PAIR	1	421.20	421.20				
RB-FRD15E PRO...	RB-FRD15E PROMO, BRACKET KIT, 2015+ F150 WITH ECOBOOST, RUMBLER	1	0.00	0.00				
MPS63U-RBW	MPS63U-RBW, MICROPULSE ULTRA RED/BLUE/WHITE - TRI-COLOR (FRONT OF PUSH BUMPER)	2	114.40	228.80				
MPS62U-BW	MPS62U-BW, MICROPULSE ULTRA, 6-LED LIGHT HEAD, BLUE/WHITE, DUAL-COLOR, CLEAR LENS (FOG)	1	100.10	100.10				
MPS62U-RW	MPS62U-RW, MICROPULSE ULTRA, 6-LED LIGHT HEAD, RED/WHITE, DUAL-COLOR, CLEAR LENS (FOG)	1	100.10	100.10				
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE (REAR PASS DOOR WINDOWS)	2	123.50	247.00				
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	11.61	23.22				
Quote is valid for 30 days!					<b>Subtotal</b>			
					<b>Sales Tax (0.0%)</b>			
					<b>Total</b>			

Signature:

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	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (UNDER SIDE MIRRORS)	2	143.00	286.00
MPSMW9-FRD2...	MPSMW9-FRD21MIR, MPSW9 SIDE MIRROR LIGHT BRACKET (PAIR)	1	35.53	35.53
416300-B	416300-B, (3) LED LIGHT HEAD, BLUE, FLUSH MOUNT WITH GROMMET (REAR BUMPER - BLUE ON OUTSIDES)	2	65.00	130.00
416300-R	416300-R, (3) LED LIGHT HEAD, FLUSH MOUNT WITH GROMMET (REAR BUMPER - RED ON INSIDES)	2	65.00	130.00
ESLRL73068	ESLRL73068, SL RUNNING LIGHT, 72" - 6 MODULE, TRICOLOR RED/BLUE/WHITE	2	394.76	789.52
PSLVBK05	PSLVBK05, UNIVERSAL MOUNTING KIT FOR SL RUNNING LIGHT INCLUDES: BRACKET & HARDWARE KIT	2	27.64	55.28
ECVDMLTAL00	ECVDMLTAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	80.56	80.56
BK0534FDT15F1...	BK0534FDT15F150, PB400 VS ALUMINUM BUMPER FULL	1	490.49	490.49

Quote is valid for 30 days!	<b>Subtotal</b>
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P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
7170-0882-02	7170-0882-02, 2021+ FORD F-150 WIDE BODY CONSOLE BOX KIT WITH MAGNETIC PHONE HOLDER, CUP HOLDER AND PRINTER ARMREST	1	1,169.35	1,169.35
7160-0338	7160-0338, FEDERAL SMART SIREN PLATINUM FACE PLATE	1	0.00	0.00
7160-0523	7160-0523, FACE PLATE, HARRIS M7300 RADIO	1	0.00	0.00
3130-0361	3130-0361, 2" FACEPLATE WITH KNOCK OUTS ** REST OF FACE PLATES BLANK **	1	14.04	14.04
7160-0928	7160-0928, MONGOOSE 0-120 X 360 LOCKING SLIDE ARM WITH SHORT CLEVIS	1	297.65	297.65
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,865.93	1,865.93
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	892.08	892.08
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	483.21	483.21
MAMW-PKGFP	MAMW-PKGFP, FEATURE, FIPS-140-2 OPERATION SI 1	1	0.74	0.74
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
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Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	583.57	583.57				
MW-MC9T	MW-MC9T, MICROPHONE, STD, CH721, ANGLED CONNECTOR	1	167.27	167.27				
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	267.62	267.62				
MW-Y3EWM	MW-Y3EWM, WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00				
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24				
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41				
CUSTOM ITEMS	CUSTOM EQUIPMENT MOUNTING BOX WITH LID UNDER BACK SEAT FOR ELECTRONICS	1	400.00	400.00				
KAC-DGM-EXT...	KAC-DGM-EXTXLSTATIC, DUAL EXTRUDED ALUMINUM GUN MOUNT, WITH 2 LOCKS, 2 BUTT PLATES, AND 1 TIMER. USES 1 1/2 X 3" EXTRUDED ALUMINUM.	1	495.00	495.00				
WGP02225-600-...	WGP02225-600-KIT, WATCHGUARD MOUNTING KIT	1	97.50	97.50				
CUSTOM ITEMS	CUSTOM STEEL BRACKETS - GUN MOUNT TO EQUIPMENT BOX	2	25.00	50.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
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P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	273.78	273.78
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES - ESTIMATED ONLY	1	700.00	700.00
SHIPPING	SHIPPING AND HANDLING - ESTIMATED	1	340.00	340.00
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	37.70	75.40
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET / CIRCUIT BREAKER BRACKET	2	15.00	30.00
INSTALLATION	INSTALLATION/SETUP	1	3,300.00	3,300.00
SHIPPING	SHIPPING AND HANDLING - ESTIMATED ONLY	1	290.00	290.00

Quote is valid for 30 days!		<b>Subtotal</b>	\$17,797.69
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$17,797.69

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
2/2/2024	27822

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	FORD F-150 RESPONDER - MARKED PATROL / CVSA - UNIT 137 ** USED EQUIPMENT ** - RUMBLER & MPSW9 UNDER MIRROR LIGHTS FROM 117 & CVSA BOX FROM 129			
ALGT53J-XXXX ...	ALGT53J-XXXX PROMO, 53" ALLEGIANT, CUSTOM CONFIGURATION, POLICE 2-COLOR, INCLUDES CHOICE OF HKB, CENVERGENCE NETWORK COMPATIBLE, FSJOIN, BLACK TOP DOMES	1	1,423.70	1,423.70
HKB-FRD15-44-...	HKB-FRD15-44-HP, HOOK REQUIRED WITH HOOK-ON-MOUNT, 44-,45-,46-, AND 53 INCH LIGHT BARS, 51- AND 53-INCH LIGHT BARS WITH LOW-PROFILE FOOT. FORD F-150 CREW CAB. 2015-2022	1	0.00	0.00
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200S17B, ES100C AND ESB BRACKET KIT (SP-ALGT23 PROMO W/ ILS OR BAR ONLY)	1	1,048.80	1,048.80

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
2/2/2024	27822

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
OBDCABLE25-3 ...	OBDCABLE25-3 PROMO, OBD CABLE FOR PATHFINDER, FORD GATEWAY, 25-FT OBDII, FORD EXPEDITION, FORD F-150, FORD F250/F350/F450/F550, 4" OR 8" ENTERTAINMENT SCREEN ONLY	1	119.60	119.60
AS124 PROMO	750501, AS124 100 WATT ECONOMY SPEAKER (SP-ALGT23 PROMO) INCLUDED NO CHARGE	1	0.00	0.00
RB-FRD15E	RB-FRD15E, BRACKET KIT, 2015+ F150 WITH ECOBOOST, RUMBLER	1	40.89	40.89
MPS63U-RBW	MPS63U-RBW, MICROPULSE ULTRA RED/BLUE/WHITE - TRI-COLOR (FRONT OF PUSH BUMPER)	2	114.40	228.80
MPS62U-BW	MPS62U-BW, MICROPULSE ULTRA, 6-LED LIGHT HEAD, BLUE/WHITE, DUAL-COLOR, CLEAR LENS (FOG)	1	100.10	100.10
MPS62U-RW	MPS62U-RW, MICROPULSE ULTRA, 6-LED LIGHT HEAD, RED/WHITE, DUAL-COLOR, CLEAR LENS (FOG)	1	100.10	100.10
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE (REAR PASS DOOR WINDOWS)	2	123.50	247.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	11.61	23.22	
MPSMW9-FRD2...	MPSMW9-FRD21MIR, MPSW9 SIDE MIRROR LIGHT BRACKET (PAIR)	1	35.53	35.53	
416300-B	416300-B, (3) LED LIGHT HEAD, BLUE, FLUSH MOUNT WITH GROMMET (REAR BUMPER - BLUE ON OUTSIDES)	2	65.00	130.00	
416300-R	416300-R, (3) LED LIGHT HEAD, FLUSH MOUNT WITH GROMMET (REAR BUMPER - RED ON INSIDES)	2	65.00	130.00	
ESLRL73068	ESLRL73068, SL RUNNING LIGHT, 72" - 6 MODULE, TRICOLOR RED/BLUE/WHITE	2	394.76	789.52	
PSLVBK05	PSLVBK05, UNIVERSAL MOUNTING KIT FOR SL RUNNING LIGHT INCLUDES: BRACKET & HARDWARE KIT	2	27.64	55.28	
ECVDMLTAL00	ECVDMLTAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	80.56	80.56	
BK0534FDT15F1...	BK0534FDT15F150, PB400 VS ALUMINUM BUMPER FULL	1	490.49	490.49	
Quote is valid for 30 days!			<b>Subtotal</b>		
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Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
7170-0882-02	7170-0882-02, 2021+ FORD F-150 WIDE BODY CONSOLE BOX KIT WITH MAGNETIC PHONE HOLDER, CUP HOLDER AND PRINTER ARMREST	1	1,169.35	1,169.35				
7160-0338	7160-0338, FEDERAL SMART SIREN PLATINUM FACE PLATE	1	0.00	0.00				
7160-0523	7160-0523, FACE PLATE, HARRIS M7300 RADIO	1	0.00	0.00				
3130-0361	3130-0361, 2" FACEPLATE WITH KNOCK OUTS ** REST OF FACE PLATES BLANK **	1	14.04	14.04				
7160-0928	7160-0928, MONGOOSE 0-120 X 360 LOCKING SLIDE ARM WITH SHORT CLEVIS	1	297.65	297.65				
CUSTOM ITEMS	CUSTOM EQUIPMENT MOUNTING BOX WITH LID UNDER BACK SEAT FOR ELECTRONICS	1	400.00	400.00				
KAC-DGM-EXT...	KAC-DGM-EXTXLSTATIC, DUAL EXTRUDED ALUMINUM GUN MOUNT, WITH 2 LOCKS, 2 BUTT PLATES, AND 1 TIMER. USES 1 1/2 X 3" EXTRUDED ALUMINUM.	1	495.00	495.00				
WGP02225-600-...	WGP02225-600-KIT, WATCHGUARD MOUNTING KIT	1	97.50	97.50				
CUSTOM ITEMS	CUSTOM STEEL BRACKETS - GUN MOUNT TO EQUIPMENT BOX	2	25.00	50.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

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		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	273.78	273.78	
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	20.55	20.55	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES - ESTIMATED ONLY	1	700.00	700.00	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED	1	340.00	340.00	
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00	
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	37.70	75.40	
KAC-089	KAC-089, GBS# 287605, 90 DEGREE UNIVERSAL MIC BRACKET / CIRCUIT BREAKER BRACKET	2	15.00	30.00	
INSTALLATION	INSTALLATION/SETUP	1	3,300.00	3,300.00	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED ONLY	1	290.00	290.00	
	OPTIONAL: TDU-15-48-66-700, OPS MAXX-SLIDE CVE PACKAGE (SCALE BOX W/ SLIDER EXTENSION) \$7,680.00 OR				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



# KA-COMM, INC

1201 W. Old 56 Highway  
 Olathe, KS 66061  
 (913) 764-7314  
 (913) 764-7514 Fax  
 www.ka-comminc.com  
 joehm@ka-comminc.com

## Quote

Date	Quote #
2/2/2024	27822

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	TDU-23-F150, MAXX-SLIDE ONLY (SLIDER EXTENSION ONLY TO FIT CURRENT BOX) \$3,840.00 ** PLUS SHIPPING - SHIPPING NOT INCLUDED FOR SLIDE OR BOX			

Quote is valid for 30 days!		<b>Subtotal</b>	\$12,688.27
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$12,688.27

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
1/26/2024	28481

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	NEW UNIT 133 - NEW K9 UNIT 2023 FORD PI UTILITY			
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	13	100.10	1,301.30
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	25.05	25.05
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	137.80	275.60
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	11.61	23.22
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	11.61	23.22
AS124	750501, AS124 100 WATT ECONOMY SPEAKER (PROMO)	1	0.00	0.00
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED	2	124.03	248.06
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	143.00	286.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
HKB-FPIU20-HP	HKB-FPIU20-HP, HOOK REQUIRED WITH HOOK-ON MOUNT, 44-,45-,46-,48-,51- AND 53-INCH LIGHT BARS, FORD POLICE INTERCEPTOR UTILITY, 2020-2022	1	0.00	0.00				
MPSU-PB45V	MPSU-PB45V, MICROPULSE 45-DEGREE VERTICAL BRACKET (PAIR)	2	27.50	55.00				
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200S17B, ES100C AND ESB BRACKET KIT (SP-ALGT23 PROMO W/ ILS OR BAR ONLY)	1	1,136.20	1,136.20				
OBDCABLE25-2 ...	OBDCABLE25-2, OBDII INTERFACE CABLE, 25FT - FORD 2020+ PI UTILITY (PROMO)	1	119.60	119.60				
ALGT53J-XXXX ...	ALGT53J-XXXX PROMO, 53" ALLEGIANT, CUSTOM CONFIGURATION, POLICE 2-COLOR, INCLUDES CHOICE OF HKB, CENVERGENCE NETWORK COMPATIBLE, FSJOIN (BLACK TOP DOMES)	1	1,485.60	1,485.60				
RBKIT-SOLO PR...	RBKIT-SOLO PROMO, KIT, SINGLE SOLO RUMBLER SPKR	1	551.20	551.20				
RBS-FPIU20ND ...	RBS-FPIU20ND, RUMBLER SOL OR SINGLE COMPACT BRACKET, 20+ FPIU	1	0.00	0.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	71.50	143.00				
416900-VHB	416900-VHB, 3M VHB MOUNT,4 PACK	1	11.61	11.61				
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	119.76	119.76				
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	101.01	101.01				
ECVDMTLAL00	ECVDMTLAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	80.56	80.56				
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE, ACCOMODATES THE LT7600 (NOT INCLUDED), OEM USB & 12V OUTLET MOUNTING, ALLOWS 5 PIECES MOUNTED, FLOORPLATE NOT REQUIRED	1	401.70	401.70				
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN FACEPLATE	1	0.00	0.00				
02.0393	02.0393, HARRIS M7300/XG-75M, CH721 REMOTE HEAD FACEPLATE	1	0.00	0.00				
02.SP3.5	02.SP3.5, 3.5" BLANK FACE PLATE	1	0.00	0.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	36.25	36.25
LT7600-B	LT7600-B, LAPTOP MOUNT, SWING ARM, NO LOCK	1	194.40	194.40
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	273.78	273.78
CD9012RB	CD9012RB, 14 LED, HIDE-A-BLAST, 1" MNT, SELF-CONTAINED, RB	2	77.49	154.98
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	490.49	490.49
SHIPPING	SHIPPING AND HANDLING - SETINA PUSH BUMPER	1	89.00	89.00
HP-5020	HP-5020; K9 HOT-N-POP® PRO TEMPERATURE ALARM & DOOR OPENING SYSTEM - IINCLUDES HORN ACTIVATION, SIREN ACTIVATION, LIGHT ACTIVATION, DUAL WINDOW DROP AND ONE DOOR POP REMOTE WITH HOLSTER	1	1,499.00	1,499.00
H-NKLBK-P	H-NKLBK-P; NO K9 LEFT BEHIND KIT FOR PRO SERIES PRODUCTS WITH PRM ENGINE VIBRATION STALL SENSOR	1	69.00	69.00

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
AWD-7040	AWD-7040; ACE WATCH DOG PRO FOR USE WITH PRO ALARM SYSTEMS	1	899.00	899.00				
HAP-EVS-K	HAP-EVS-K; ENGINE VIBRATION STALL SENSOR	1	142.95	142.95				
HA-FKT-10-P	HA-FKT-10-P, 10" FAN, ACTIVATION MODULE, MANUAL SWITCH & MATERIALS	1	239.00	239.00				
SHIPPING	SHIPPING AND HANDLING - ACE K9 ELECTRONICS	1	80.00	80.00				
EZPF-INTERC.S...	EZPF-INTERC.SUV2020, E/Z-RIDER K9 PLATFORM UNIT FOR AN INTERCEPTOR SUV 2020	1	2,956.80	2,956.80				
PC_MATTE	PC_MATTE, MATTE BLACK POWDER COATING	1	0.00	0.00				
RUBBERMAT	RUBBERMAT, DELUXE NON-TOXIC CUSTOM FIT RUBBER LINER	1	0.00	0.00				
LIGHT KIT-LED	LIGHT KIT-LED, E/Z RIDER K9 INSERT LIGHT KIT (RED & WHITE)	1	0.00	0.00				
COOL GUARD F...	COOL GUARD FAN KIT, INCLUDES FAN, FAN GUARD & SWITCH - MUST SPECIFY DRIVER OR PASSENGER SIDE INSTALLATION	1	234.00	234.00				
SHIPPING	SHIPPING AND HANDLING - K9 KENNEL	1	380.00	380.00				
AC-20-UV-TRAY	AC-20-UV-TRAY, TROY EQUIPMENT TRAY	1	236.38	236.38				
CP-UV20-CARG...	CP-UV20-CARGO-XL, Troy 2020+ long cargo floor (original design)	1	741.00	741.00				

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	<b>Total</b>

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	37.70	75.40				
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	63.00	63.00				
14259	14259, ZEROBOOT CAT5E ETHERNET PATCH CABLE - RJ45, STRANDED, 350MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 10FT, BLACK	1	7.47	7.47				
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24				
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41				
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00				
KAC-004E	GBS# 166247, RIGHT ANGLE "T" FOR GUN LOCK, 10 GA. HR_A1011, LASER, FORM, WELD, POWDER	1	30.00	30.00				
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	2	10.84	21.68				
KAC-004H	KAC-004H, GBS# 312552, SHORTENED RIGHT ANGLE "T" FOR GUN LOCK	1	25.00	25.00				
KAC-153	KAC-153, GBS# 348472, 2022 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00				
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00				
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	25.00	50.00				

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	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00
SHIPPING	SHIPPING AND HANDLING - ESTIMATED ONLY - MISC ITEMS	1	180.00	180.00
KAC-SGM-EXTS...	KAC-SGM-EXTSTATIC, SINGLE GUN MOUNT, STATIC, (1) UNIVERSAL LOCK, (1) BUTT PLATE, (1) 8 SECOND TIMER - CONFIGURED FOR OVERHEAD	1	327.97	327.97
PJKIT-UVHR	PJKIT-UVHR, PRBKT-ZQ5, PENTAX PJ ARMREST KIT - UNIVERSAL VEHICLE HEAD REST (UVHR)	1	421.20	421.20
OPS-14-32-34-001	OPS-14-32-34-001, FIU SINGLE DRAWER SERIES	1	1,968.22	1,968.22
SHIPPING	SHIPPING AND HANDLING - OPS BOX	1	128.00	128.00
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,865.93	1,865.93
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	892.08	892.08
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	483.21	483.21

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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## Quote

Date	Quote #
1/26/2024	28481

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
MAMW-PKGFP	MAMW-PKGFP, FEATURE, FIPS-140-2 OPERATION SI 1	1	0.74	0.74				
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00				
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	583.57	583.57				
MW-MC9T	MW-MC9T, MICROPHONE, STD, CH721, ANGLED CONNECTOR	1	167.27	167.27				
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	267.62	267.62				
MW-Y3EWM	MW-Y3EWM, WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00				
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24				
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41				
WGP02225-130-...	WGP02225-130-KIT2 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	105.00	105.00				
WGP02073-300	WGP02073-300, CABLE ASSY, POWER/INPUT, R/A, 24' DV-1	1	140.00	140.00				
WGP02225-202	WGP02225-202, VISTA WIFI BRACKET	1	27.00	27.00				
WGA00382-100	WGA00382-100, CAB-HDM-4RE-15F, CABLE, 4RE, HDMI/MINI, DISPLAY ONLY, STRAIGHT, 15'`	1	30.00	30.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

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## Quote

Date	Quote #
1/26/2024	28481

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

	P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO

Item	Description	Qty	Cost	Total
WGP01963-001	WGP01963-001, CAB-MHD-STR-15F, 4RE PANORAMIC FRONT CAMERA CABLE	1	60.00	60.00
WGP01394-001	WGP01394-001, NMO WiFi ANTENNA CABLE	1	75.00	75.00
WGP412	WGP412, MIC-CBN-100-07F, IN-CABIN MICROPHONE 7' 4RE	1	35.00	35.00
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES (K9)	1	850.00	850.00
INSTALLATION	INSTALLATION/SETUP ** NOT INCLUSIVE OF ITEMS NOT LISTED OR CUSTOMER CHANGE ORDERS	1	5,600.00	5,600.00

Quote is valid for 30 days!	<b>Subtotal</b>	\$30,098.10
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$30,098.10

Signature: \_\_\_\_\_

Quote is valid for 30 days!





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## Quote

Date	Quote #
2/1/2024	28534

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	NEW UNIT 135 - NEW PATROL GHOST WITH LIGHTBAR			
	2023 FORD PI UTILITY			
	** SPECIAL NOTE - WILL RE-USE CONSOLE EQUIPMENT, REAR CARGO FLOOR, PUSH BUMPER, CAGE AND GUN BRACKETS FROM 122 & 121 PER ROLLF			
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	13	100.10	1,301.30
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	25.05	25.05
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	137.80	275.60
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	11.61	23.22
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	11.61	23.22
AS124	750501, AS124 100 WATT ECONOMY SPEAKER (PROMO)	1	0.00	0.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

Date	Quote #
2/1/2024	28534

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED	2	124.03	248.06
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	143.00	286.00
HKB-FPIU20-HP	HKB-FPIU20-HP, HOOK REQUIRED WITH HOOK-ON MOUNT, 44-,45-,46-,48-,51- AND 53-INCH LIGHT BARS, FORD POLICE INTERCEPTOR UTILITY, 2020-2022	1	0.00	0.00
MPSU-PB45V	MPSU-PB45V, MICROPULSE 45-DEGREE VERTICAL BRACKET (PAIR)	2	27.50	55.00
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200S17B, ES100C AND ESB BRACKET KIT (SP-ALGT23 PROMO W/ ILS OR BAR ONLY)	1	1,136.20	1,136.20
OBDCABLE25-2 ...	OBDCABLE25-2, OBDII INTERFACE CABLE, 25FT - FORD 2020+ PI UTILITY (PROMO)	1	119.60	119.60
ALGT53J-XXXX ...	ALGT53J-XXXX PROMO, 53" ALLEGIANT, CUSTOM CONFIGURATION, POLICE 2-COLOR, INCLUDES CHOICE OF HKB, CENVERGENCE NETWORK COMPATIBLE, FSJOIN (BLACK TOP DOMES)	1	1,485.60	1,485.60

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

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## Quote

Date	Quote #
2/1/2024	28534

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
RBKIT-SOLO PR...	RBKIT-SOLO PROMO, KIT, SINGLE SOLO RUMBLER SPKR	1	551.20	551.20
RBS-FPIU20ND ...	RBS-FPIU20ND, RUMBLER SOL OR SINGLE COMPACT BRACKET, 20+ FPIU	1	0.00	0.00
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	71.50	143.00
416900-VHB	416900-VHB, 3M VHB MOUNT, 4 PACK	1	11.61	11.61
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	119.76	119.76
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	101.01	101.01
ECVDMTLAL00	ECVDMTLAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	80.56	80.56
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	273.78	273.78
CD9012RB	CD9012RB, 14 LED, HIDE-A-BLAST, 1" MNT, SELF-CONTAINED, RB	2	77.49	154.98
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	63.00	63.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



# KA-COMM, INC

1201 W. Old 56 Highway  
 Olathe, KS 66061  
 (913) 764-7314  
 (913) 764-7514 Fax  
 www.ka-comminc.com  
 joehm@ka-comminc.com

## Quote

Date	Quote #
2/1/2024	28534

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
14259	14259, ZEROBOOT CAT5E ETHERNET PATCH CABLE - RJ45, STRANDED, 350MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 10FT, BLACK	1	7.47	7.47
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00
KAC-004E	GBS# 166247, RIGHT ANGLE "T" FOR GUN LOCK, 10 GA. HR_A1011, LASER, FORM, WELD, POWDER	1	30.00	30.00
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	2	10.84	21.68
KAC-004H	KAC-004H, GBS# 312552, SHORTENED RIGHT ANGLE "T" FOR GUN LOCK	1	25.00	25.00
KAC-153	KAC-153, GBS# 348472, 2022 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	25.00	50.00
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
2/1/2024	28534

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED ONLY - MISC ITEMS	1	180.00	180.00	
PJKIT-UVHR	PJKIT-UVHR, PRBKT-ZQ5, PENTAX PJ ARMREST KIT - UNIVERSAL VEHICLE HEAD REST (UVHR)	1	421.20	421.20	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41	
WGP02073-300	WGP02073-300, CABLE ASSY, POWER/INPUT, R/A, 24' DV-1	1	140.00	140.00	
WGA00382-100	WGA00382-100, CAB-HDM-4RE-15F, CABLE, 4RE, HDMI/MINI, DISPLAY ONLY, STRAIGHT, 15' `	1	30.00	30.00	
WGP01963-001	WGP01963-001, CAB-MHD-STR-15F, 4RE PANORAMIC FRONT CAMERA CABLE	1	60.00	60.00	
WGP01394-001	WGP01394-001, NMO WiFi ANTENNA CABLE	1	75.00	75.00	
WGP412	WGP412, MIC-CBN-100-07F, IN-CABIN MICROPHONE 7' 4RE	1	35.00	35.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	680.00	680.00	
INSTALLATION	INSTALLATION/SETUP	1	3,500.00	3,500.00	
				** NOT INCLUSIVE OF ITEMS NOT LISTED OR CUSTOMER CHANGE ORDERS	

Quote is valid for 30 days!		<b>Subtotal</b>	\$12,067.12
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$12,067.12

Signature: \_\_\_\_\_

Quote is valid for 30 days!



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## Quote

Date	Quote #
2/1/2024	28535

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
	NEW UNIT 134 - NEW PATROL UNMARKED 2023 FORD PI UTILITY ** SPECIAL NOTE - WILL RE-USE CONSOLE EQUIPMENT, REAR CARGO FLOOR, PUSH BUMPER, CAGE AND GUN BRACKETS FROM 122 & 121 PER ROLLF			
MPS62U-RB	MPS62U-RB, MICROPULSE ULTRA 6 LED LIGHT HEAD, DUAL COLOR, RED/BLUE	13	100.10	1,301.30
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	25.05	25.05
MPS122U-RB	MPS122U-RB, MICROPULSE ULTRA 12, DUAL COLOR, CLEAR LENS, SURFACE MOUNT, RED/BLUE	2	137.80	275.60
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	11.61	23.22
MPSM6-LB	MPSM6-LB, GENERIC L-BRACKET FOR (1) MPS6U LIGHT	2	11.61	23.22
AS124	750501, AS124 100 WATT ECONOMY SPEAKER (PROMO)	1	0.00	0.00
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED	2	124.03	248.06

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



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## Quote

Date	Quote #
2/1/2024	28535

<b>Customer:</b>
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE	2	143.00	286.00
HKB-FPIU20-HP	HKB-FPIU20-HP, HOOK REQUIRED WITH HOOK-ON MOUNT, 44-,45-,46-,48-,51- AND 53-INCH LIGHT BARS, FORD POLICE INTERCEPTOR UTILITY, 2020-2022	1	0.00	0.00
MPSU-PB45V	MPSU-PB45V, MICROPULSE 45-DEGREE VERTICAL BRACKET (PAIR)	2	27.50	55.00
PF200S17B PRO...	PF200S17B PROMO, PATHFINDER PF200S17B, ES100C AND ESB BRACKET KIT (SP-ALGT23 PROMO W/ ILS OR BAR ONLY)	1	1,136.20	1,136.20
OBDCABLE25-2 ...	OBDCABLE25-2, OBDII INTERFACE CABLE, 25FT - FORD 2020+ PI UTILITY (PROMO)	1	119.60	119.60
SIFMJS-FPIU20-...	SIFMJS-FPIU20-P3 PROMO (STOCK), SPECTRALUX ILS LOW-PROFILE SIFM CENTERED FOCUSED RED,WHITE,BLUE 2020+ PI UTILITY	1	878.80	878.80
SIFMJH--FPIU20...	SIFMJH-FPIU20-P3** PROMO (STOCK), SPECTRALUX ILS LOW PROFILE, FSJOIN, REAR WINDOW, 2020+ FPIU, 3-COLOR, R/B/A	1	878.80	878.80
RBKIT-SOLO PR...	RBKIT-SOLO PROMO, KIT, SINGLE SOLO RUMBLER SPKR	1	551.20	551.20

Quote is valid for 30 days!	<b>Subtotal</b>
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	<b>Total</b>

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## Quote

Date	Quote #
2/1/2024	28535

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

Item	Description	Qty	Cost	Total	P.O. No.	Terms	Rep	Freight Charges
						Due on receipt	JDO	FOB
RBS-FPIU20ND ...	RBS-FPIU20ND, RUMBLER SOL OR SINGLE COMPACT BRACKET, 20+ FPIU	1	0.00	0.00				
416900Z-RB	416900Z-RB, CORNER LED SYSTEM, DUAL COLOR, SINGLE HEAD, (1) LED W/ BLACK BEZEL	2	71.50	143.00				
416900-VHB	416900-VHB, 3M VHB MOUNT, 4 PACK	1	11.61	11.61				
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	119.76	119.76				
ETTFUT-16	ETTFUT-16, SELECT-A-PATTERN PLUG IN FLASHER, 2016+ FORD EXPLORER, CIVILIAN, TAIL LIGHT	1	101.01	101.01				
ECVDMTLAL00	ECVDMTLAL00, UNIVERSAL LED DOME LIGHT, RED LED NIGHT LIGHT - WHITE LENS	1	80.56	80.56				
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	273.78	273.78				
CD9012RB	CD9012RB, 14 LED, HIDE-A-BLAST, 1" MNT, SELF-CONTAINED, RB	2	77.49	154.98				
200-0244-00	200-0244-00, ANTENNA DASH/DECK MOUNT, KA BAND	1	63.00	63.00				

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!





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## Quote

Date	Quote #
2/1/2024	28535

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	JDO	FOB

Item	Description	Qty	Cost	Total
14259	14259, ZEROBOOT CAT5E ETHERNET PATCH CABLE - RJ45, STRANDED, 350MHZ, UTP, PURE BARE COPPER WIRE, 24AWG, 10FT, BLACK	1	7.47	7.47
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41
153100	153100, 100AMP CIRCUIT BREAKER	1	50.00	50.00
KAC-004E	GBS# 166247, RIGHT ANGLE "T" FOR GUN LOCK, 10 GA. HR_A1011, LASER, FORM, WELD, POWDER	1	30.00	30.00
KAC-104	KAC-104, GBS# 291309, UNIVERSAL "L" BRACKET	2	10.84	21.68
KAC-004H	KAC-004H, GBS# 312552, SHORTENED RIGHT ANGLE "T" FOR GUN LOCK	1	25.00	25.00
KAC-153	KAC-153, GBS# 348472, 2022 FORD EXPLORER BREAKER BRACKET	1	25.00	25.00
KAC-135	KAC-135, GBS# 331389, PRO-GARD PARTITION SUPPORT BRACE FOR USE WITH TROY FLOOR	2	50.00	100.00
KAC-031	KAC-031, GBS# 233521, KAC-KCMO-PCAMBRKT, PRISONER CAMERA BRACKET	2	25.00	50.00
KAC-104-1	KAC-104-1, GBS# 291308, MPS600 SANDWICH BRACKET	2	7.36	14.72
KAC-117	KAC-117, GBS# 310066, RADIO MIC BRACKET	1	15.00	15.00

Quote is valid for 30 days!	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>

Signature:

Quote is valid for 30 days!



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 Olathe, KS 66061  
 (913) 764-7314  
 (913) 764-7514 Fax  
 www.ka-comminc.com  
 joe@m@ka-comminc.com

## Quote

Date	Quote #
2/1/2024	28535

Customer:
GARDNER POLICE DEPT. 16540 MOONLIGHT RD. GARDNER, KS 66030

		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	JDO	FOB
Item	Description	Qty	Cost	Total	
SHIPPING	SHIPPING AND HANDLING - ESTIMATED ONLY - MISC ITEMS	1	180.00	180.00	
PJKIT-UVHR	PJKIT-UVHR, PRBKT-ZQ5, PENTAX PJ ARMREST KIT - UNIVERSAL VEHICLE HEAD REST (UVHR)	1	421.20	421.20	
MB8U25	MB8U25, 3/4" HOLE MOUNT, 25' RG58U CABLE, NO CONNECTOR	1	23.24	23.24	
TRAB7603	TRAB7603, 7/800 PHANTOM ANTENNA	1	41.41	41.41	
WGP02073-300	WGP02073-300, CABLE ASSY, POWER/INPUT, R/A, 24' DV-1	1	140.00	140.00	
WGA00382-100	WGA00382-100, CAB-HDM-4RE-15F, CABLE, 4RE, HDMI/MINI, DISPLAY ONLY, STRAIGHT, 15'`	1	30.00	30.00	
WGP01963-001	WGP01963-001, CAB-MHD-STR-15F, 4RE PANORAMIC FRONT CAMERA CABLE	1	60.00	60.00	
WGP01394-001	WGP01394-001, NMO WiFi ANTENNA CABLE	1	75.00	75.00	
WGP412	WGP412, MIC-CBN-100-07F, IN-CABIN MICROPHONE 7' 4RE	1	35.00	35.00	
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	680.00	680.00	
INSTALLATION	INSTALLATION/SETUP	1	3,500.00	3,500.00	
				** NOT INCLUSIVE OF ITEMS NOT LISTED OR CUSTOMER CHANGE ORDERS	

Quote is valid for 30 days!		<b>Subtotal</b>	\$12,339.12
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$12,339.12

Signature: \_\_\_\_\_

Quote is valid for 30 days!



QUOTE #2084009

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 02/12/24

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

Effective From : 02/02/2024

Valid Through: 05/02/2024

Lead Time: 35 working days

Table with Bill To, Customer ID, Ship To, and company addresses.

Summary table with columns: Grp, Qty, Package, Description, Wrnty/Mo, Price, Ext Price.

Main item list table with columns: Ln, Qty, Part Number, Description, Price, Ext Price.

Group Total row showing total price of \$3,250.00.

Summary table for Product, Discount, Sub-Total, Sales Tax, Shipping & Handling, and Total: USD \$3,250.00.

Vehicle Information:
2023 Dodge Durango
KS State Contract: 52377

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

**Sign Here Inc.**  
558 West Main St  
Gardner, KS 66030 US  
913-856-0148  
dave@signhereinc.com



## Estimate

**ADDRESS**

City of Gardner  
CITY OF GARDNER KS  
City of Gardner  
120 E. Main  
GARDNER, KS 66030

**SHIP TO**

City of Gardner  
CITY OF GARDNER KS  
City of Gardner  
120 E. Main  
GARDNER, KS 66030

**ESTIMATE #** 1149

**DATE** 02/02/2024

---

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Vehicle	vehicle lettering graphics package for police car	1	1,025.00	1,025.00T

---

SUBTOTAL	1,025.00
TAX (0%)	0.00
<b>TOTAL</b>	<b>\$1,025.00</b>

Accepted By

Accepted Date



**TURN-KEY MOBILE, INC.**

4510 Country Club Drive  
Jefferson City, Missouri 65109

**Estimate**

Estimate#	: <b>EST-12019</b>	Sales person/ISS	: <b>Frederick Willis</b>
Estimate Date	: <b>01/23/2024</b>	Created By (ISS)	: <b>Terry Cage</b>
Expiry Date	: <b>02/22/2024</b>		

**Bill To**

**Gardner Police Department - KS**

16540 Moonlight Rd  
Gardner KS 66030

#	Item & Description	Qty	Rate	Amount
1	FZ-55FZ-JDAM Panasonic Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCPDEP3Y - 3 Year Premier Deployment, CF-SVCFESGEN10 - Field Engineering Support	1.00	3,292.00	3,292.00

Sub Total 3,292.00

**Total \$3,292.00**

Looking forward to doing business with you.  
Shipping Charges are not included unless otherwise stated.

Terms & Conditions  
All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Authorized Acceptance Signature



**COUNTY TOPPERS**  
AND  
TRUCK ACCESSORIES

RGALLEY@COUNTYTOPPERS.COM  
WWW.COUNTYTOPPERS.COM  
STORE: (913) 390-1582  
CELL: (913) 961-1592

**RICH GALLEY**

# Quote

Date:	January 18, 2024
Invoice #:	
Customer PO #	
Terms:	COD

## Customer Information

Gardner Police Department  
16540 Moonlight RD  
Gardner KS 66030  
913-856-7312  
[drollf@gardnerkansas.gov](mailto:drollf@gardnerkansas.gov)

## Vehicle Information

2023 Ford  
F-150 Crew 5.6ft?  
UM Black  
VIN#

Product #	Description	Qty	Unit Price	Line Total
448339	Bakflip MX4	2	\$1,249.00	2,498.00
CG1000-6348	Cargo Glide 1000Lb 70 Percent extention	2	\$1,599.00	3,198.00
				-
				-
				-
				-
				-
	Updated Jan 18th 2024	1		-
				-
				-
				-
				-
	Installation	2	\$125.00	250.00
				-

Subtotal	\$	5,946.00
Sales Tax	\$	-
Total	\$	5,946.00
Deposit Applied	\$	
Deposit Type		
Total	\$	5,946.00

County Toppers cannot warranty any paint loss or damage from boots, mounting hardware, or the cover itself. County Toppers is released from liability for injury to occupants of vehicles or damage to vehicle or contents. Installation hardware must be checked periodically. No refunds will be given after 15 days of purchase. All returns are subject to restocking fees. No refunds on items modified or labor fees. No cash refunds. When a deposit is made, and customer is notified product has arrived, customer has 30 days to pay for product, and pick up, or have product installed, otherwise customer forfeits initial deposit.

Make all checks payable to County Toppers

Thank you for your business!

Should you have any enquiries concerning this invoice, please contact Marco Bermudez at 913-390-1582



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0185018
Date	1/19/2024
Page:	1

**Bill To:**

Gardner Police Department (KS)  
 Attn: Accounts Payable  
 16540 Moonlight Rd.  
 Gardner KS 66030

**Ship To:**

Gardner Police Department (KS)  
 16540 Moonlight Rd.  
 Attn: Stillman  
 Gardner KS 66030

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
VEHICLE QUOTE	008751	WSMITH	PICKUP	NET 15	0/0/0000	2,863,423

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	BEN-20151	Benelli 18.5" SuperNova Pistol Grip Stock Ghos	EA	\$579.00	\$579.00
4	MOSS-31023	Mossberg Maverick 88 Security 18.5" 5+1 12Ga	EA	\$229.99	\$919.96
5	SPRF-ST916556B-B5-F	Springfield Saint B5 Rifle 5.56 16" Blk Firstlin	EA	\$789.00	\$3,945.00
15	MAGPUL-MAG514-BLK	Magpul MS3 Sling GEN2 Black	EA	\$42.71	\$640.65
4	HOG-05042	Hogue Mossberg 500 OM Stock LL Org	EA	\$72.96	\$291.84
4	AO-1081210	Tacstar Slimline Sidesaddle Mossberg	EA	\$40.50	\$162.00
5	DSC-AR276	DoubleStar AR-15 Ambi-Selector	EA	\$20.70	\$103.50
5	MAGPUL-MAG598-BLK	Magpul M-LOK AFG Angled Fore Grip Black	EA	\$23.05	\$115.25
5	VORTEX-SPC-AR2	Vortex SPARC AR Red Dot (LED Upgrade)	EA	\$180.00	\$900.00
10	MAGPUL-MAG582	Magpul M-LOK Aluminum Rail Section 7 Slots E	EA	\$19.63	\$196.30
5	MAGPUL-MAG571-BLK	Magpul PMAG 30 AR/M4 GEN M2 MOE 5.56x4	EA	\$11.08	\$55.40
10	MAGPUL-MAG560-BLK	Magpul PMAG 20 AR/M4 GEN M3 5.56x45 Bla	EA	\$12.79	\$127.90
5	MAGPUL-MAG500-BLK	Magpul ASAP Ambidextrous Sling Attachment F	EA	\$29.03	\$145.15
5	STL-69260	Streamlight TLR-1 HL Rail Mounted Tac Light 1	EA	\$153.00	\$765.00
5	MAGPUL-MAG248-BLK	Magpul MBUS Sight Rear Black	EA	\$49.55	\$247.75

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Ryan Stillman <rstillman@gardnerkansas.gov>  
 Thank you, your salesperson was Roni.  
 Like us on Facebook @GTDISTKANSAS

Subtotal	\$9,194.70
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$9,194.70</b>

## COUNCIL ACTION FORM

## CONSENT AGENDA ITEM NO. 7

**MEETING DATE:** MARCH 18, 2024

**STAFF CONTACT:** KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

---

**Agenda Item:** Consider authorizing the execution of an agreement with the Board of County Commissioners of Johnson County, Kansas to administer the Stormwater Best Management Practice (BMP) Cost-Share Program in the City of Gardner.

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

**Department:** Public Works

---

### **Staff Recommendation:**

Staff recommends authorization of an agreement with the Board of County Commissioners of Johnson County, Kansas to administer the Stormwater Best Management Practice (BMP) Cost-Share Program in the City of Gardner.

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

Johnson County offers this cost-share program for the purpose of providing City residents the opportunity to receive partial reimbursement for implementation of certain stormwater best management practices. The County will reimburse applicants at the following rates, up to a \$6,000 program maximum.

- 50% match on BMPs, up to \$1,000 for rain gardens, native planting swales/buffers, cisterns, permeable pavement (driveways/patios)
- 50% match on rain barrels, up to \$75 each (maximum of 2 per household)
- 50% match on native trees, up to \$150 each (maximum of 2 per household)

### **Financial Impact:**

No City funds are used for this program.

### **Attachments Included:**

- Agreement

### **Suggested Motion:**

Authorize the City Administrator to execute an agreement with the Board of County Commissioners of Johnson County, Kansas to administer the Stormwater Best Management Practice (BMP) Cost-Share Program in the City of Gardner.



## **Agreement**

### **For “Contain the Rain” BMP Cost-Share Program**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County, Kansas, acting through its Public Works Department (hereinafter “the County”) and the City of Gardner, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

### **Recitals**

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of best management practices including rain barrels, rain gardens, native trees, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

C. The City has developed the Contain the Rain Program (“Program”), a BMP cost-share program which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$6,000 to the City for its Program upon the following terms and conditions:

### **Agreement**

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$6,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report, formatted as set forth in the attached Exhibit B, to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of March 18, 2024, and shall expire on January 31, 2025. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

**City of Gardner, Kansas**

**Johnson County Public Works Department**

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Brian Pietig  
Director of Public Works

Approved as to form:

Approved as to form:

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Scott Abbott  
Asst. County Counselor

Attest:

\_\_\_\_\_  
NAME  
TITLE

## Exhibit A

### Contain the Rain Program Requirements – 2024

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMPs) on their property to aid in the improvement of local and regional water quality. Additionally, the City encourages planting native plants and trees to support the natural ecosystem and provide food sources for birds and pollinators. The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following BMPs:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native Tree	\$150 per tree, up to two
Native Plant Garden (must receive runoff)	\$1000
Rain Garden (must have pre-approval)	\$1000

#### Program Applicant Guidelines

1. All trees and plants must be native to KC Metro area. Cities may provide plant lists to participants for guidance.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Homeowner is responsible for verifying the tree species is appropriate for space. Consult <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining applicable permits, including notifying Kansas One-Call before digging. The Dig Safe phone number is 811.
7. To be reimbursed:
  - a. City will reimburse participant after all costs have been incurred, final receipts submitted and project final approval obtained. Project and costs must be complete in the funding year.
  - b. All reimbursements are on a first-come, first-served basis until funding runs out.
  - c. Applicant is responsible for all project costs.
  - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2024.
8. For Rain Gardens Only:
  - a. Pre-approval required before work can begin.
  - b. City requires access to property for evaluation of the application prior to the start of project, during installation and after project is complete for final inspection.
  - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by City.
  - d. Implementation of approved project is sole responsibility of applicant.

## Exhibit B

### Contain the Rain Final Report Template – 2024

Total Reimbursement Amount Requested/ Official Invoice

Project Table

Last Name	First Name	Street Address	City	Zip	Email	Project Type	Project Reimbursement

Project Narrative

- Program Background: Include brief overview of project, name(s) of program contacts, program website
- Promotion/ outreach methods and strategies
- Participation overview
- Program assessment (successes, lessons learned, suggestions for program improvement)
- Project Documentation (photos, unique designs, positive feedback)
- Project Location Map (optional)

# COUNCIL ACTION FORM

# NEW BUSINESS ITEM No. 1

**MEETING DATE:** MARCH 18, 2024

**STAFF CONTACT:** JEFF LEMIRE, UTILITIES MANAGER

---

**Agenda Item:** Consider a recommendation to move forward with Phase II of the Progressive Design-Build Services for the City of Gardner Utilities Line Maintenance Building project WW8002.

**Strategic Priority:** Infrastructure and Asset Management

**Department:** Utilities – Water & Waste Water Division

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**Staff Recommendation:**

Staff recommends that the City Council provide a recommendation to move forward with Phase II of the Progressive Design-Build with Loyd Builders, Inc..

**Background/Description of Item:**

On January 31, 2023, the Utilities Department advertised a Request For Qualifications for Progressive Design-Build Services for the Gardner Utilities Building Project. On June 20, 2023 the City Council approved a Progressive Design Build Phase I contract to Loyd Builders, Inc. for \$180,500.

Through the design process there have been many meetings, renderings, design modifications, phasing plans, material reviews, and value engineering occurring. The design build team has put together estimates for the construction of the facility that would house Line Maintenance and Utilities Administration in one phase at a proposed construction estimate of \$3,473,089. This would create a future expansion phase that allows Electric Distribution to move into the facility. The current estimate for the Electric Distribution portion is estimated at \$950,000 in today's construction dollars. The Progressive Design-Build Phase II contract could move forward with either of the below two options:

- Option I: Line Maintenance & Utilities Admin. - \$3,653,589.00
- Option II: Line Maintenance, Utilities Admin, & Electric Distribution - \$4,603,589.00

**Financial Impact:**

Funding for the project are available from the Utilities Fund.

**Attachments included:**

- Loyd Builders Estimate Phase 1
- Phase I Site Plan
- Phase I & Phase II Site Plan

**Suggested Motion:**

Authorize the City to move forward with negotiating the Progressive Design-Build Phase II Contract with Loyd Builders, Inc. for the City of Gardner Utilities Line Maintenance Building project WW8002.

Gardner Utilities - Phase 1  
 Gardner, KS  
 2/29/2024



**Construction Summary**

**21,070 SF**

Description	Cost	Cost/ SF	%
1 General Conditions	\$ 212,788	\$ 10.10	6.13%
2 Design Fees	\$ 187,400	\$ 8.89	5.40%
3 Special Inspections	\$ 15,000	\$ 0.71	0.43%
4 Sitework	\$ 550,554	\$ 26.13	15.85%
5 Concrete	\$ 179,294	\$ 8.51	5.16%
6 Masonry	\$ 51,480	\$ 2.44	1.48%
7 Rough Carpentry	\$ 5,000	\$ 0.24	0.14%
8 Finish Carpentry	\$ 49,080	\$ 2.33	1.41%
9 Caulking & Damproofing	\$ 15,000	\$ 0.71	0.43%
10 Doors, Frames, Hardware	\$ 137,500	\$ 6.53	3.96%
11 Glass & Glazing Systems	\$ 67,200	\$ 3.19	1.93%
12 Drywall Assemblies	\$ 313,500	\$ 14.88	9.03%
13 Flooring	\$ 62,767	\$ 2.98	1.81%
14 Painting	\$ 24,743	\$ 1.17	0.71%
15 Specialties	\$ 44,500	\$ 2.11	1.28%
16 Special Construction	\$ 444,344	\$ 21.09	12.79%
17 Fire Protection	\$ 79,686	\$ 3.78	2.29%
18 Plumbing	\$ 135,000	\$ 6.41	3.89%
19 HVAC Systems	\$ 212,496	\$ 10.09	6.12%
20 Electrical	\$ 239,058	\$ 11.35	6.88%
21 Contingency 5%	\$ 150,570	\$ 7.15	4.34%
22 Furniture, Fixtures, Equipment	\$ 78,000	\$ 3.70	2.25%
<b>Subtotal</b>	<b>\$ 3,254,960</b>	<b>\$ 154.48</b>	<b>93.72%</b>
Insurance Fees	\$ 24,232	\$ 1.15	0.70%
<b>Subtotal</b>	<b>\$ 3,279,192</b>	<b>\$ 155.63</b>	<b>94.42%</b>
Fee 4.75%	\$ 155,762	\$ 7.39	4.48%
<b>Total</b>	<b>\$ 3,434,954</b>	<b>\$ 163.03</b>	<b>98.90%</b>
P&P Bond yes	\$ 38,135	\$ 1.81	1.10%
<b>Total w/ Bond</b>	<b>\$ 3,473,089</b>	<b>\$ 164.84</b>	<b>100.00%</b>





RENDERING FOR CONCEPTUAL REFERENCE ONLY. IMAGE MAY NOT REFLECT LATEST DESIGN, REFERENCE ELEVATIONS AND SCHEDULES FOR FINISHES.

**DRAWING INDEX**

2A0.10 ARCHITECTURAL SITE PLAN & DETAILS

**GENERAL**

0A0.00 COVER SHEET

**ARCHITECTURAL**

- 0A0.01 LEGENDS & GEN. NOTES
- 0A0.02 WALL TYPES
- 1A0.10 ARCHITECTURAL SITE PLAN & DETAILS
- 1A1.01 PHASE 1 FLOOR PLAN
- 1A2.01 ENLARGED TOILET PLANS & DETAILS
- 1A2.02 LOCKER ROOM PLANS & DETAILS
- 1A3.01 PHASE 1 ROOF PLAN
- 1A4.01 EXTERIOR ELEVATIONS
- 1A4.02 INTERIOR ELEVATIONS
- 1A5.00 BUILDING SECTIONS
- 1A5.01 WALL SECTIONS
- 1A6.10 FINISH SCHEDULE AND DETAILS
- 1A8.11 PHASE 1 FINISH PLAN
- 1A9.01 PHASE 1 RCP
- 2A1.01 PHASE 2 FLOOR PLAN
- 2A3.01 PHASE 2 ROOF PLAN
- 2A4.01 PHASE 2 ELEVATIONS
- 2A9.02 PHASE 2 RCP

**PROJECT TEAM**

**ARCHITECT**  
 FINKLE + WILLIAMS ARCHITECTURE  
 8787 Reiner Blvd., Suite 100  
 Lenexa, Kansas 66219  
 PH. 913.498.1550

**CIVIL**  
 BHC  
 7101 College Blvd., Suite 400  
 Overland Park, KS 66210  
 PH. 913.663.1900

**LANDSCAPE**  
 MEIER CONSULTING  
 15245 Metcalf Ave.  
 Overland Park, KS 66223  
 PH. 913.787.2817

**STRUCTURAL**  
 STAND STRUCTURAL ENGINEERS  
 8234 Robinson St.  
 Overland Park, KS 66204  
 PH. 913.214.2189

**FOUNDATIONS**  
 STAND STRUCTURAL ENGINEERS  
 8234 Robinson St.  
 Overland Park, KS 66204  
 PH. 913.214.2189

**CONTRACTOR**  
 LOYD BUILDERS  
 2126 South Elm  
 Ottawa, KS 66067  
 PH. 785.242.1213

**MECHANICAL**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**PLUMBING**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**ELECTRICAL**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**FIRE PROTECTION**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400



**FINKLE + WILLIAMS**  
 ARCHITECTURE

**GARDNER UTILITIES**

PROJECT ADDRESS  
 1150 E. SANTA FE ST.  
 GARDNER, KS

PROJECT NUMBER  
 23031

RELEASE DATE  
 9 February 2024

ISSUED FOR  
 PROGRESS SET

CURRENT REVISION



**GARDNER UTILITIES**

1150 E. SANTA FE ST.  
GARDNER, KS

Project No.: 23031  
Date: 9 February 2024  
Issued For: PROGRESS SET

REVISIONS		
No.	Date	Description

REGISTRATION

**NOT FOR CONSTRUCTION**

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	CIVIL CONSULTANT
LANDSCAPE	LANDSCAPE
STRUCTURAL	STRUCTURAL
PLUMBING	PLUMBING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
FIRE PROTECTION	FIRE PROTECTION
CONTRACTOR	GC



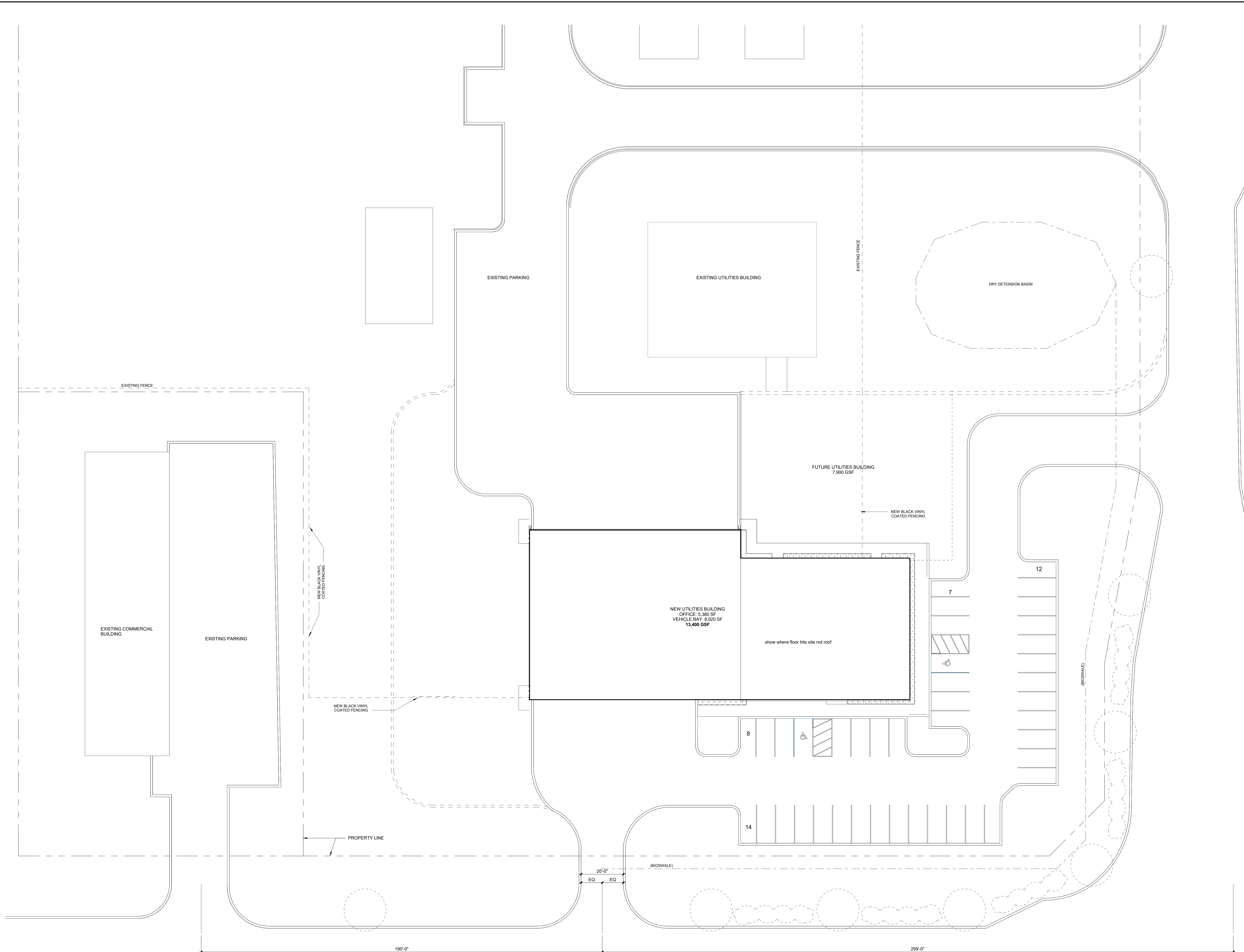
FINKLE + WILLIAMS ARCHITECTURE  
8787 RENNER BLVD., SUITE 100  
LENEXA, KANSAS 66219  
913.498.1550  
www.finklewilliams.com

SHEET TITLE

**ARCHITECTURAL SITE PLAN & DETAILS**

SHEET NUMBER

**1A0.10**



**1 ARCHITECTURAL SITE PLAN**  
SCALE: 1/16" = 1'-0"

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UTILITIES**

1150 E. SANTA FE ST.  
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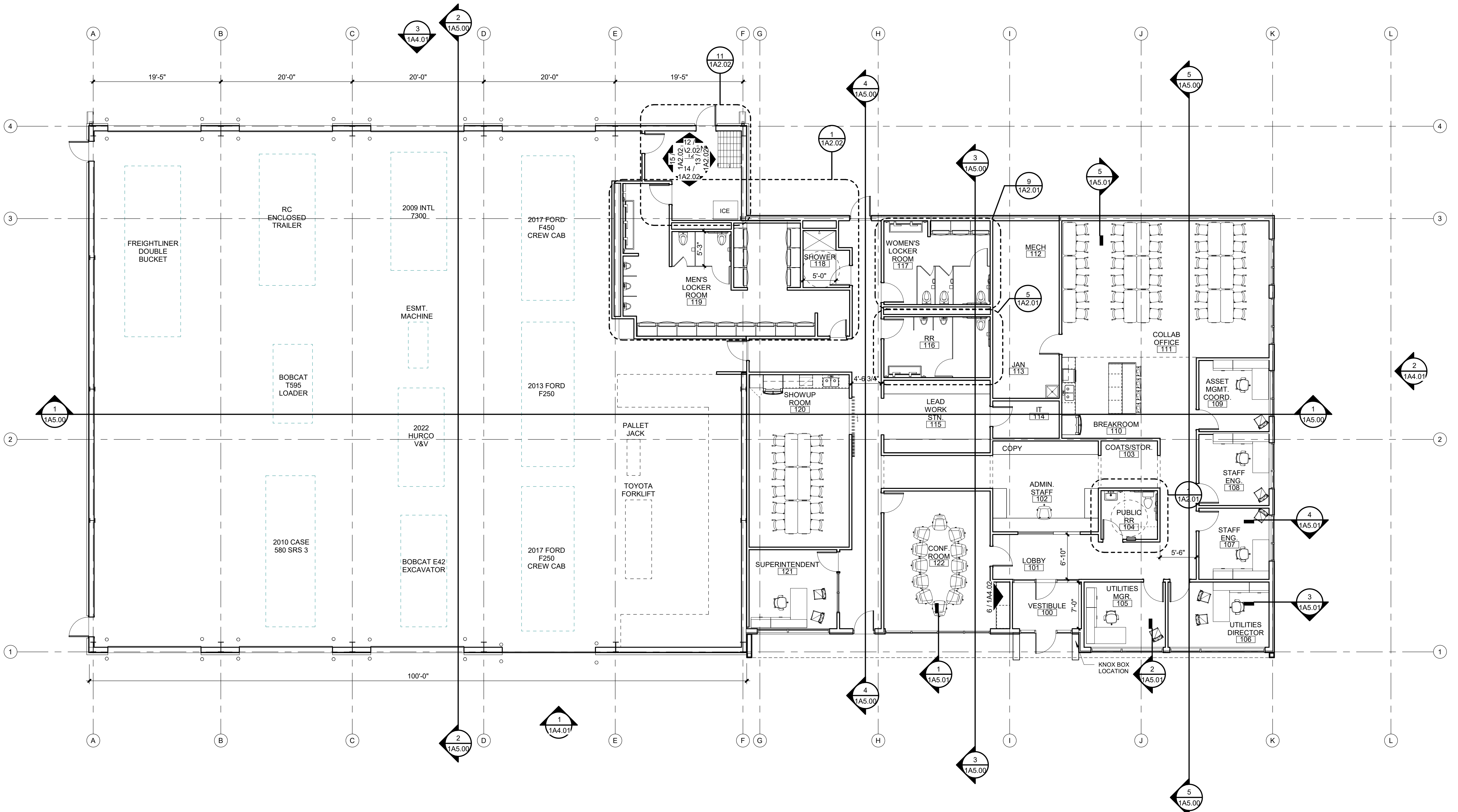
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ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	CIVIL CONSULTANT
LANDSCAPE	LANDSCAPE
STRUCTURAL	STRUCTURAL
PLUMBING	PLUMBING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
FIRE PROTECTION	FIRE PROTECTION
CONTRACTOR	GC



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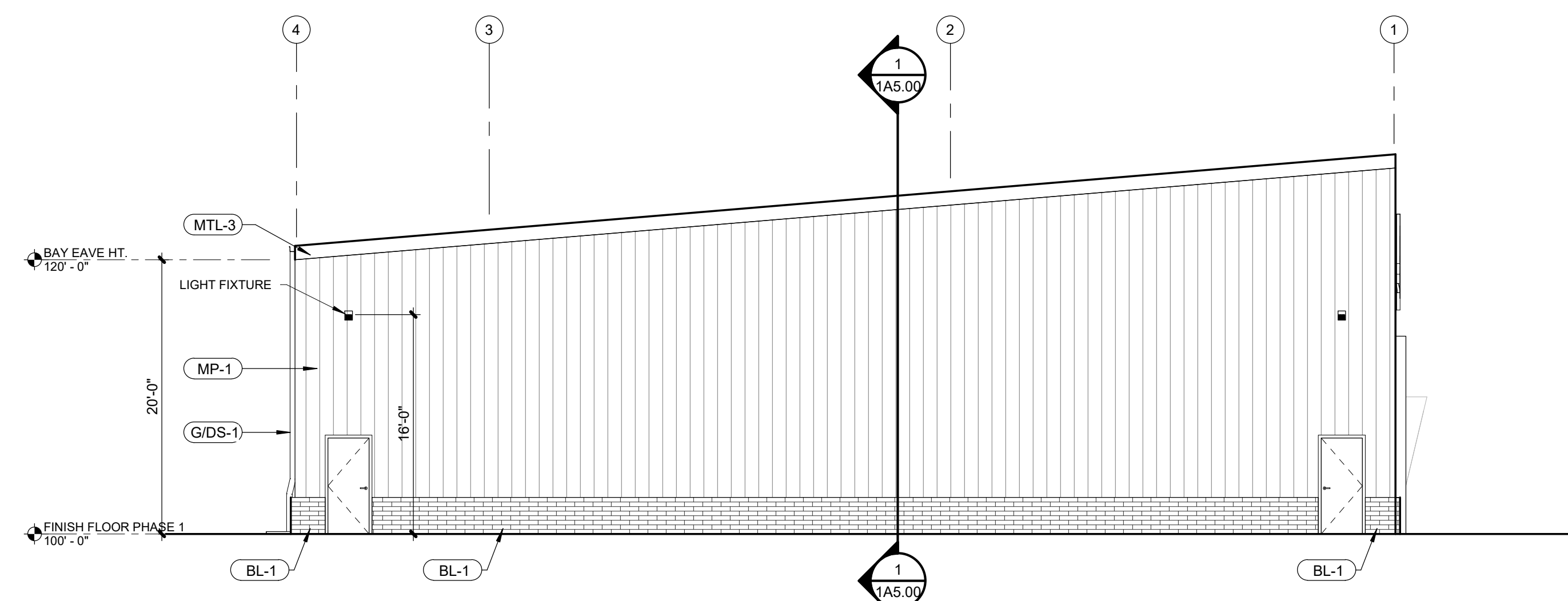
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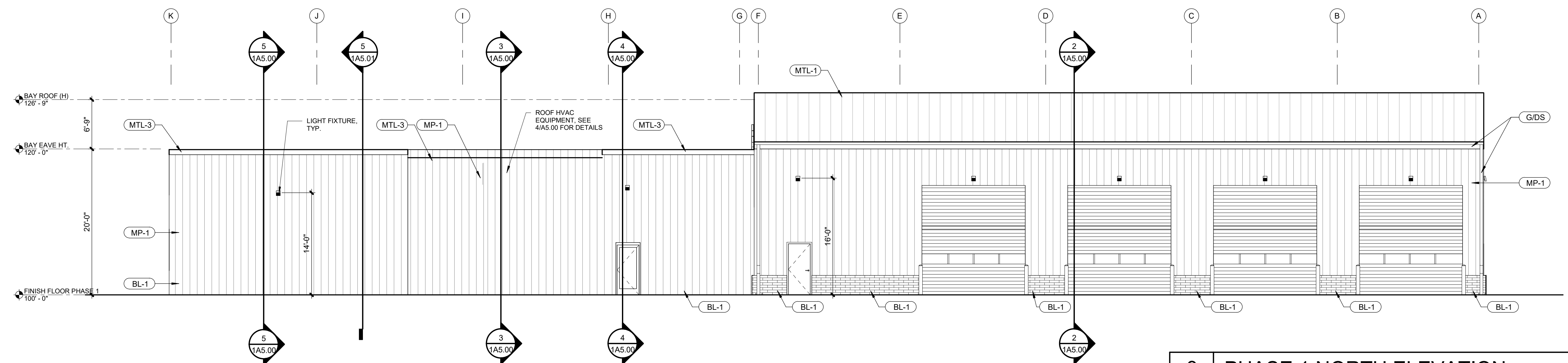
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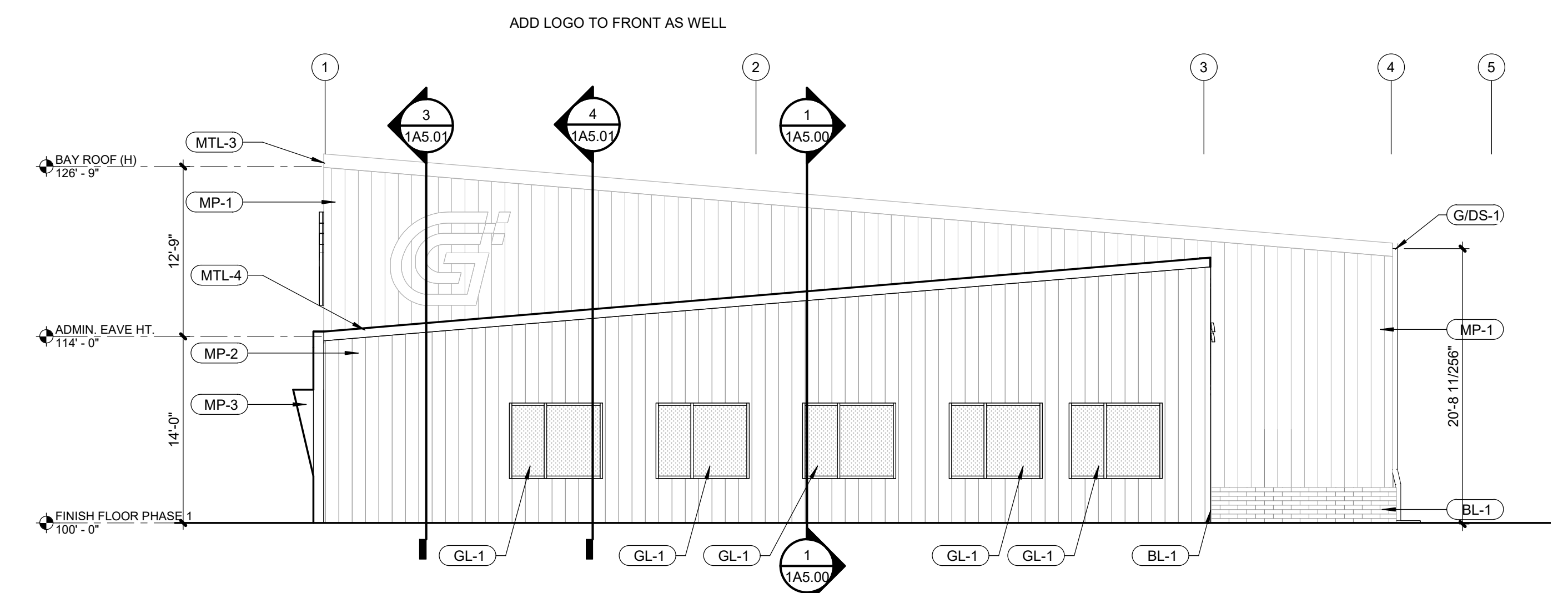
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GROUND FACE BLOCK: '8 CHARCOAL'
- MP-1** WESTERN STATES  
T-GROOVE METAL SIDING PANEL: 'BONE WHITE'
- MP-2** WESTERN STATES  
T-GROOVE METAL SIDING PANEL: 'MATTE BLACK'
- MP-3** WESTERN STATES  
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WESTERN LOCK STANDING SEAM TRIM AND FLASHING: 'BONE WHITE'
- MTL-4** WESTERN STATES  
WESTERN LOCK STANDING SEAM TRIM AND FLASHING: 'MATTE BLACK'
- MFB-1** METAL FASCIA BOARD: 'MATTE BLACK'
- GDS-1** SHEET METAL GUTTERS & DOWNSPOUTS (TO MATCH SIDING)
- GL-1** PPG SOLARBAN 70XL SOLAR CONTROL LOW-E GLAZING UNIT



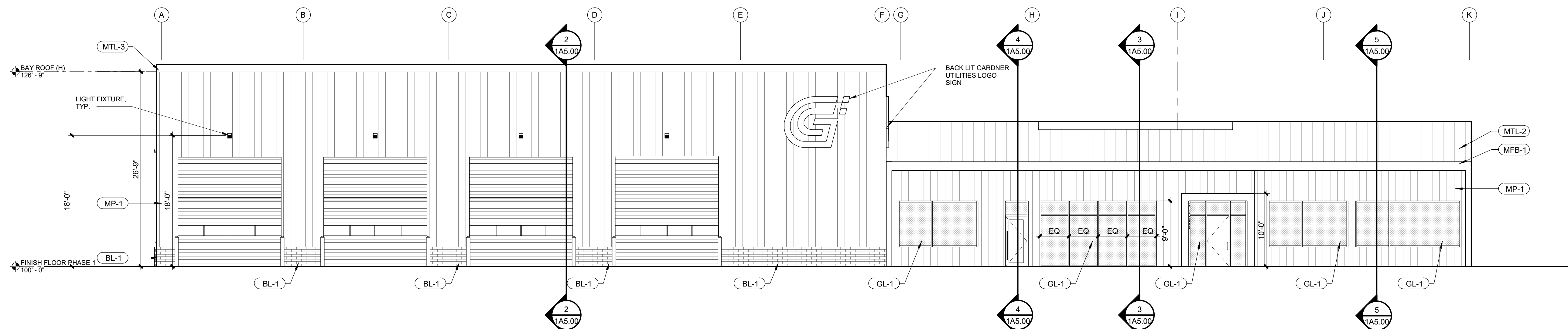
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**2 PHASE 1 EAST ELEVATION**  
1A4.01 SCALE: 1/8" = 1'-0"



**1 PHASE 1 SOUTH ELEVATION**  
1A4.01 SCALE: 1/8" = 1'-0"

## GARDNER UTILITIES

1150 E. SANTA FE ST.  
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No. Date Description

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### PROJECT TEAM

- ARCHITECT FINKLE+WILLIAMS ARCHITECTURE
- CIVIL CIVIL CONSULTANT
- LANDSCAPE LANDSCAPE
- STRUCTURAL STRUCTURAL
- PLUMBING PLUMBING
- MECHANICAL MECHANICAL
- ELECTRICAL ELECTRICAL
- FIRE PROTECTION FIRE PROTECTION
- CONTRACTOR GC



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SHEET TITLE

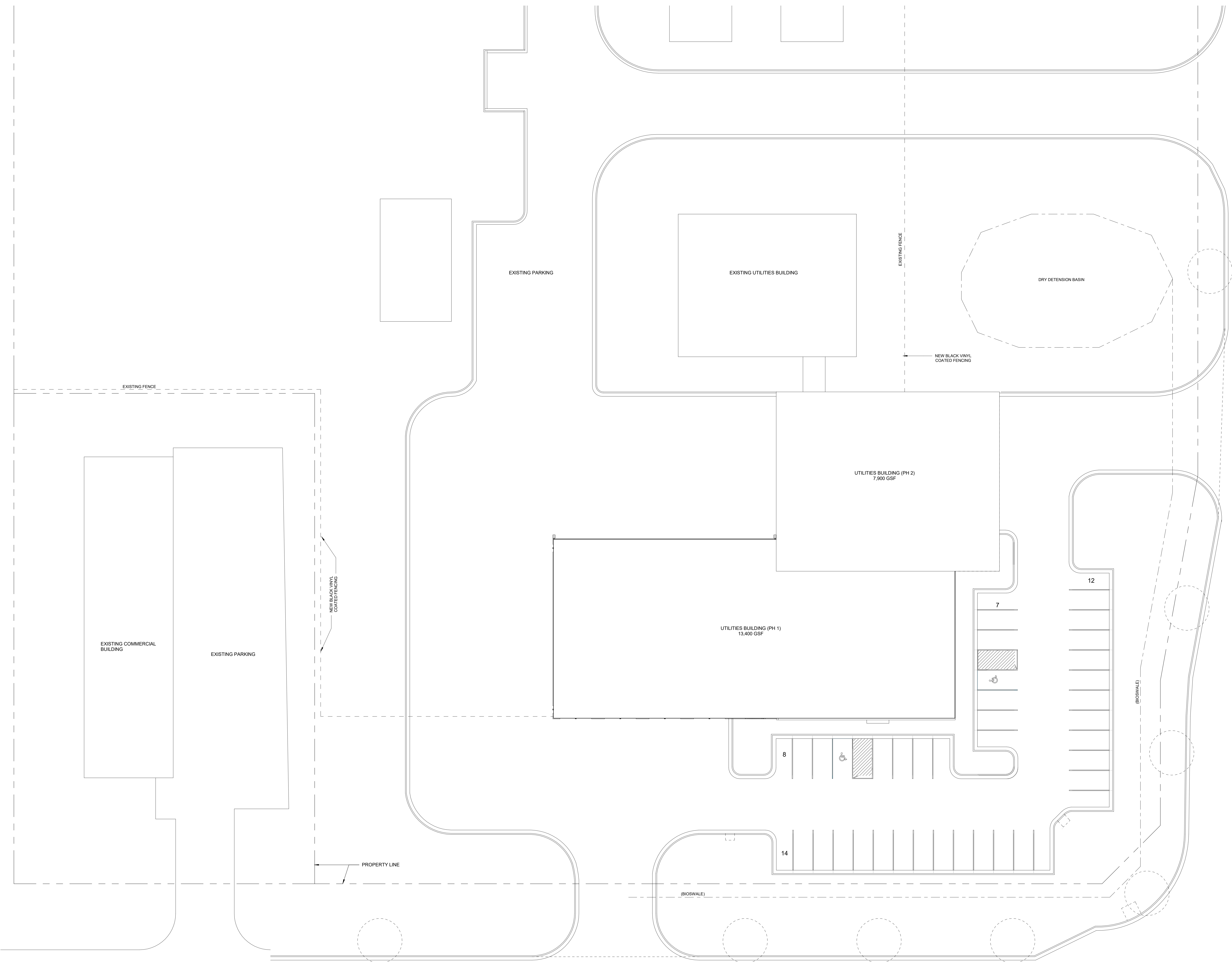
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SHEET NUMBER

**1A4.01**





### GARDNER UTILITIES

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#### REGISTRATION

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- ARCHITECT: FINKLE+WILLIAMS ARCHITECTURE
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- CONTRACTOR: GC



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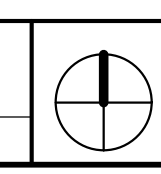
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ARCHITECTURAL  
SITE PLAN &  
DETAILS

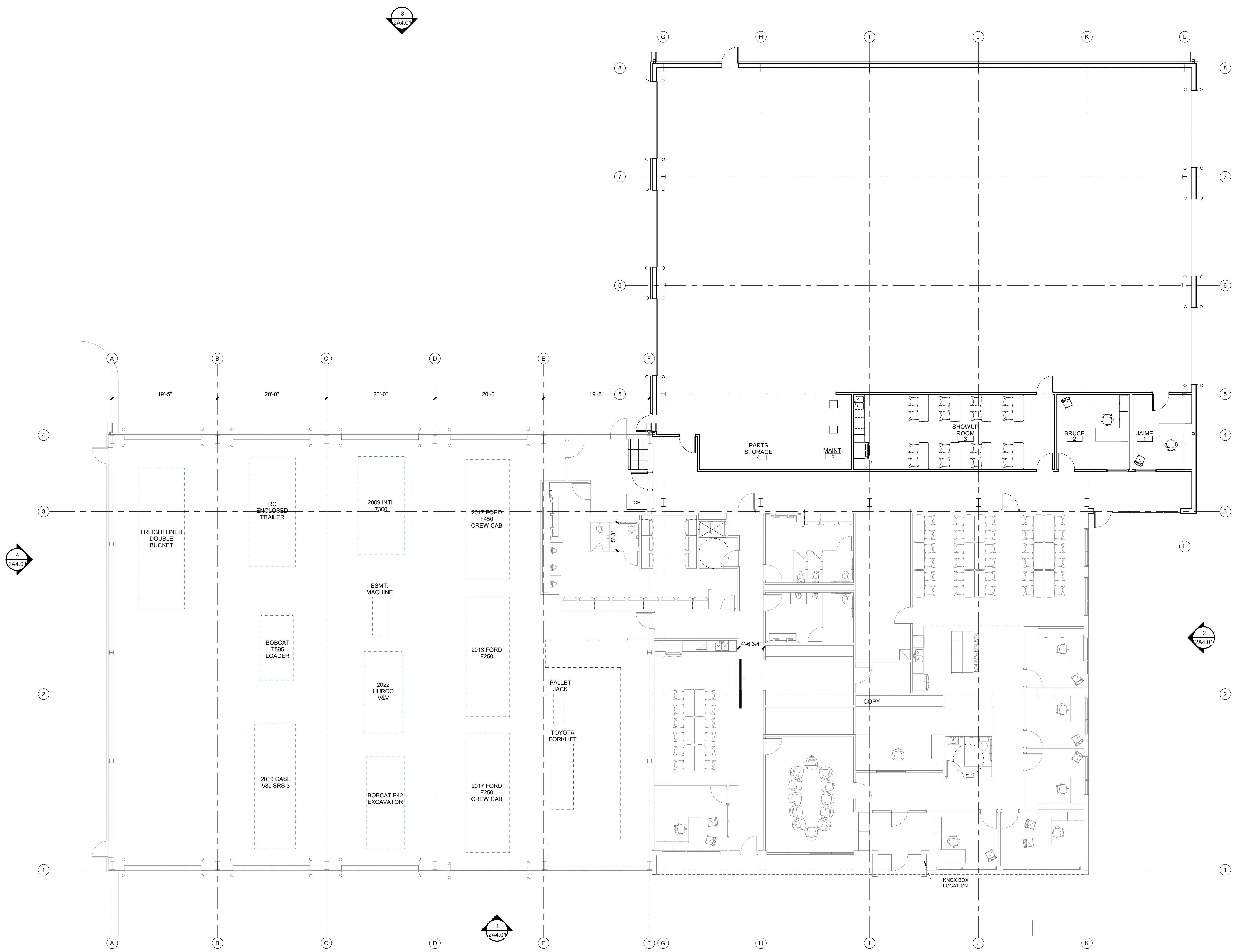
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**1 ARCHITECTURAL SITE PLAN**  
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### GARDNER UTILITIES

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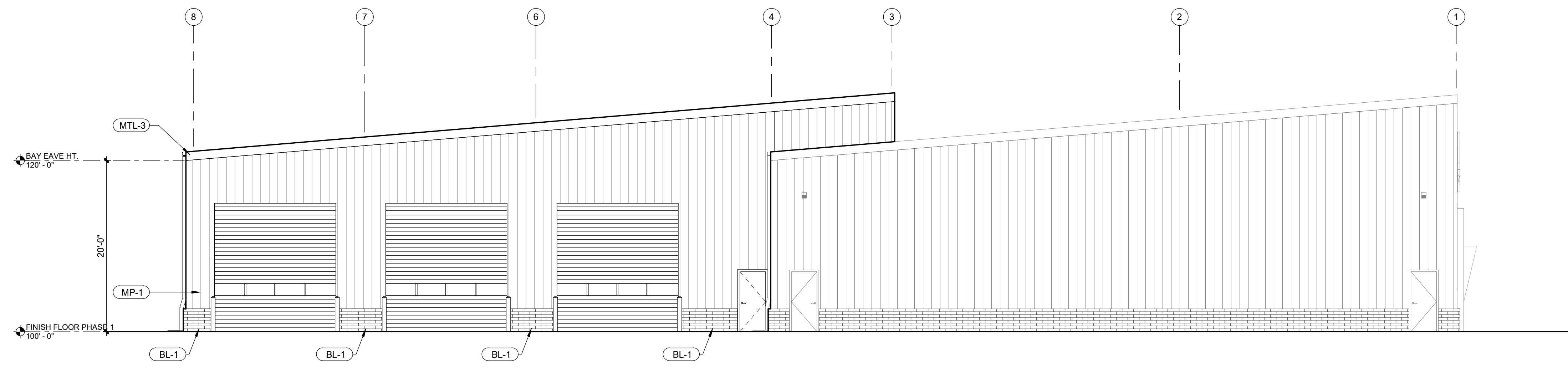
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SHEET NUMBER  
**2A1.01**

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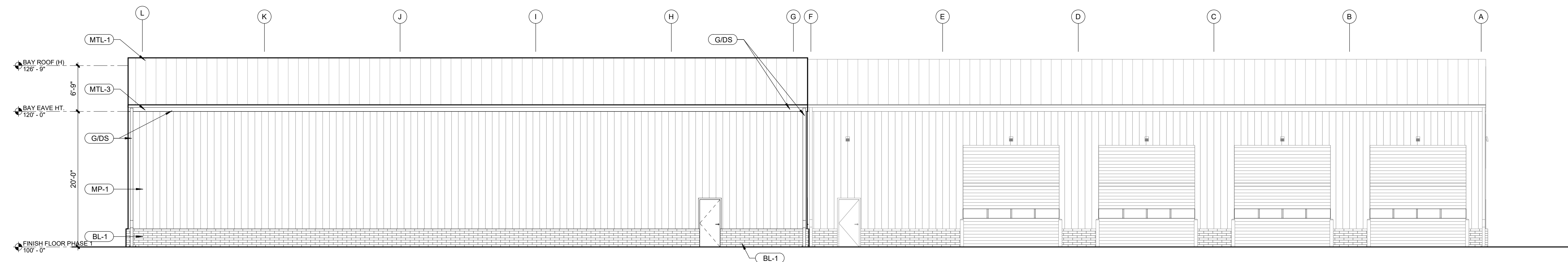
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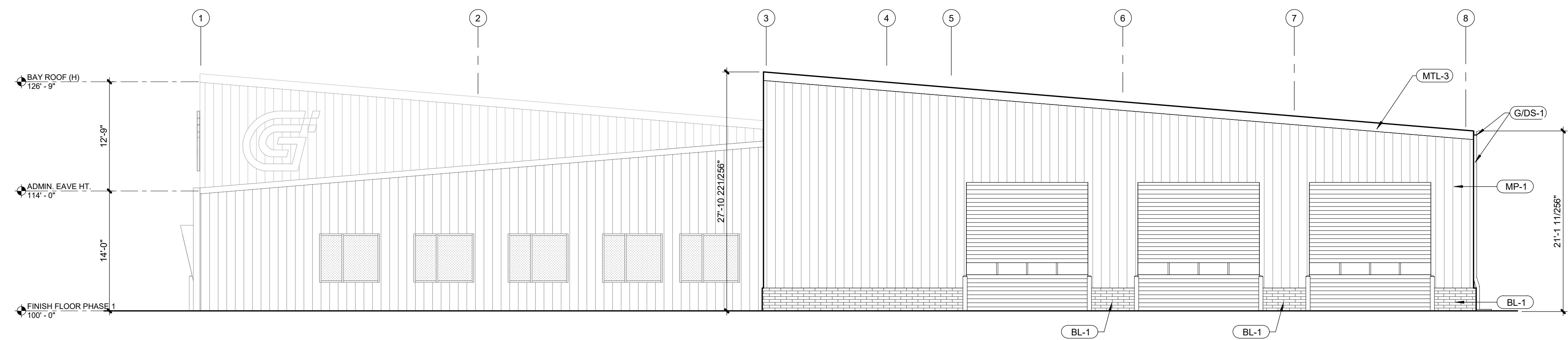
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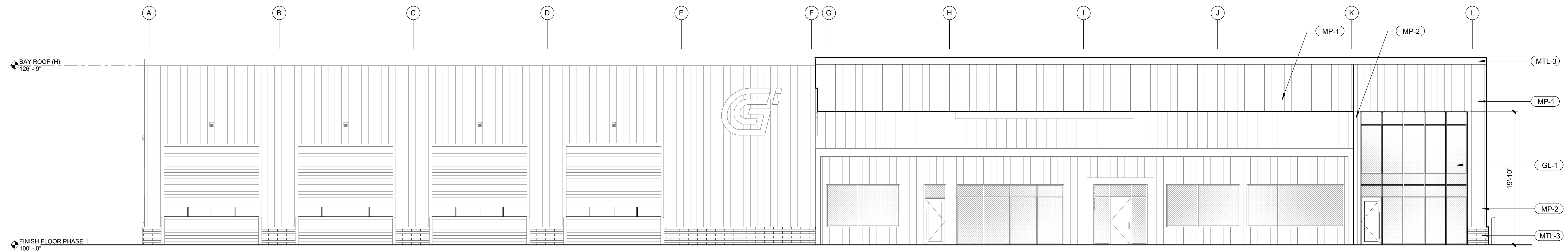
**3 PHASE 2 NORTH ELEVATION**

2A4.01 SCALE: 1/8" = 1'-0"



**2 PHASE 2 EAST ELEVATION**

2A4.01 SCALE: 1/8" = 1'-0"



**1 PHASE 2 SOUTH ELEVATION**

2A4.01 SCALE: 1/8" = 1'-0"

## GARDNER UTILITIES

1150 E. SANTA FE ST.  
GARDNER, KS

Project No.: 23031  
Date: 9 February 2024  
Issued For: PROGRESS SET

REVISIONS		
No.	Date	Description

### REGISTRATION

**NOT FOR CONSTRUCTION**

### PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	CIVIL CONSULTANT
LANDSCAPE	LANDSCAPE
STRUCTURAL	STRUCTURAL
PLUMBING	PLUMBING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
FIRE PROTECTION	FIRE PROTECTION
CONTRACTOR	GC



FINKLE + WILLIAMS ARCHITECTURE  
8787 RENNER BLVD., SUITE 100  
LENEXA, KANSAS 66219  
913.498.1550  
www.finklewilliams.com

### SHEET TITLE

**PHASE 2 ELEVATIONS**

### SHEET NUMBER

**2A4.01**





RENDERING FOR CONCEPTUAL REFERENCE ONLY. IMAGE MAY NOT REFLECT LATEST DESIGN, REFERENCE ELEVATIONS AND SCHEDULES FOR FINISHES.

**DRAWING INDEX**

2A0.10 ARCHITECTURAL SITE PLAN & DETAILS

**GENERAL**

0A0.00 COVER SHEET

**ARCHITECTURAL**

- 0A0.01 LEGENDS & GEN. NOTES
- 0A0.02 WALL TYPES
- 1A0.10 ARCHITECTURAL SITE PLAN & DETAILS
- 1A1.01 PHASE 1 FLOOR PLAN
- 1A2.01 ENLARGED TOILET PLANS & DETAILS
- 1A2.02 LOCKER ROOM PLANS & DETAILS
- 1A3.01 PHASE 1 ROOF PLAN
- 1A4.01 EXTERIOR ELEVATIONS
- 1A4.02 INTERIOR ELEVATIONS
- 1A5.00 BUILDING SECTIONS
- 1A5.01 WALL SECTIONS
- 1A6.10 FINISH SCHEDULE AND DETAILS
- 1A8.11 PHASE 1 FINISH PLAN
- 1A9.01 PHASE 1 RCP
- 2A1.01 PHASE 2 FLOOR PLAN
- 2A3.01 PHASE 2 ROOF PLAN
- 2A4.01 PHASE 2 ELEVATIONS
- 2A9.02 PHASE 2 RCP

**PROJECT TEAM**

**ARCHITECT**  
 FINKLE + WILLIAMS ARCHITECTURE  
 8787 Reiner Blvd., Suite 100  
 Lenexa, Kansas 66219  
 PH. 913.498.1550

**CIVIL**  
 BHC  
 7101 College Blvd., Suite 400  
 Overland Park, KS 66210  
 PH. 913.663.1900

**LANDSCAPE**  
 MEIER CONSULTING  
 15245 Metcalf Ave.  
 Overland Park, KS 66223  
 PH. 913.787.2817

**STRUCTURAL**  
 STAND STRUCTURAL ENGINEERS  
 8234 Robinson St.  
 Overland Park, KS 66204  
 PH. 913.214.2189

**FOUNDATIONS**  
 STAND STRUCTURAL ENGINEERS  
 8234 Robinson St.  
 Overland Park, KS 66204  
 PH. 913.214.2189

**CONTRACTOR**  
 LOYD BUILDERS  
 2126 South Elm  
 Ottawa, KS 66067  
 PH. 785.242.1213

**MECHANICAL**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**PLUMBING**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**ELECTRICAL**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400

**FIRE PROTECTION**  
 PKMR  
 13300 W. 98th St.  
 Lenexa, KS 66215  
 PH. 913.492.2400



**FINKLE + WILLIAMS**  
 ARCHITECTURE

**GARDNER UTILITIES**

PROJECT ADDRESS  
 1150 E. SANTA FE ST.  
 GARDNER, KS

PROJECT NUMBER  
 23031

RELEASE DATE  
 9 February 2024

ISSUED FOR  
 PROGRESS SET

CURRENT REVISION



# GARDNER UTILITIES

1150 E. SANTA FE ST.  
GARDNER, KS

Project No.: 23031  
Date: 9 February 2024  
Issued For: PROGRESS SET

REVISIONS		
No.	Date	Description

REGISTRATION

**NOT FOR CONSTRUCTION**

PROJECT TEAM	
ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	CIVIL CONSULTANT
LANDSCAPE	LANDSCAPE
STRUCTURAL	STRUCTURAL
PLUMBING	PLUMBING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
FIRE PROTECTION	FIRE PROTECTION
CONTRACTOR	GC



**FINKLE + WILLIAMS**  
ARCHITECTURE

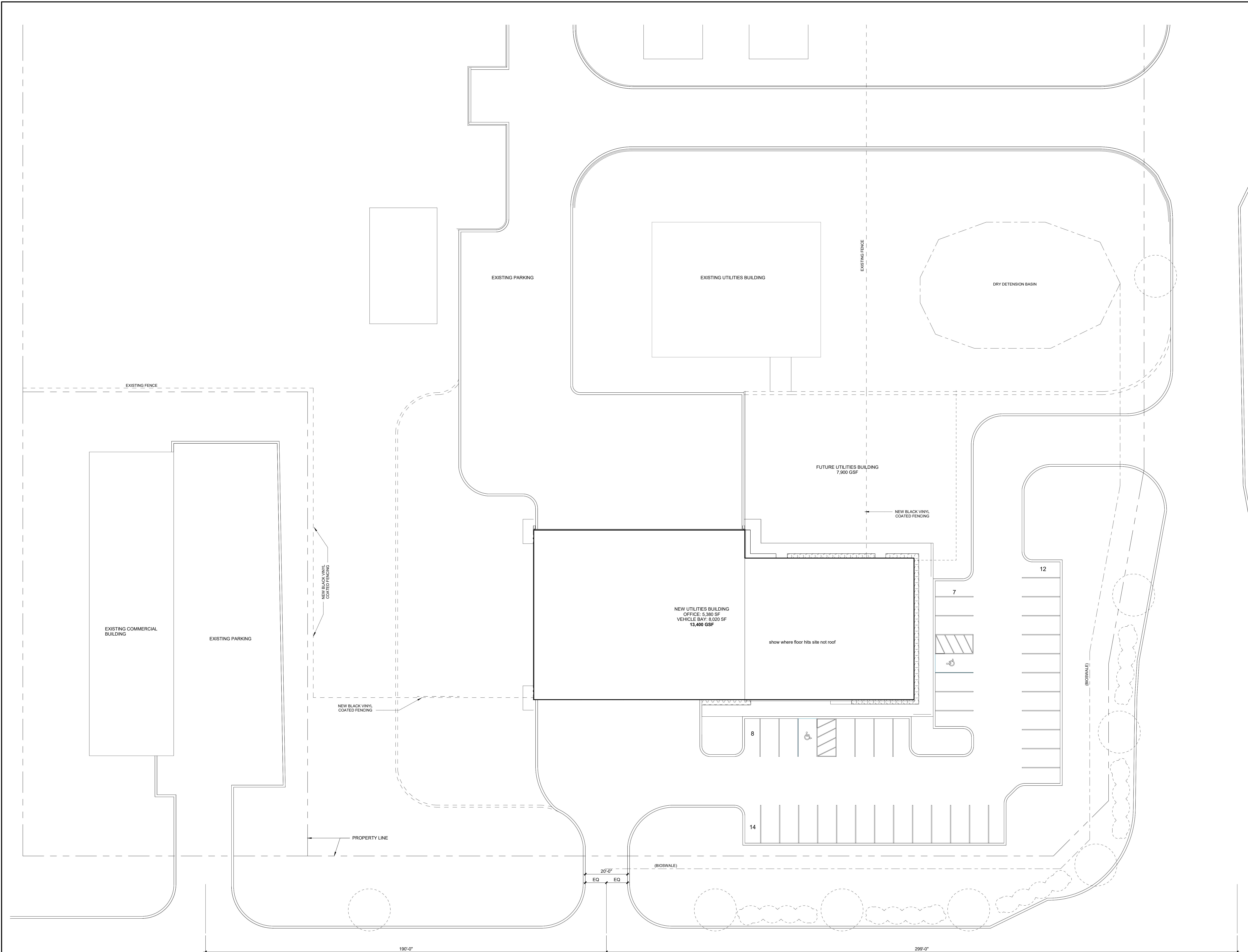
8787 RENNER BLVD., SUITE 100  
LENEXA, KANSAS 66219  
913.498.1550  
www.finklewilliams.com

SHEET TITLE

## ARCHITECTURAL SITE PLAN & DETAILS

SHEET NUMBER

# 1A0.10



3/7/2024 3:23:53 PM | GARDNER UTILITIES

<b>1</b>	<b>ARCHITECTURAL SITE PLAN</b>	
<b>1A0.10</b>	SCALE: 1/16" = 1'-0"	

**GARDNER UTILITIES**

1150 E. SANTA FE ST.  
GARDNER, KS

Project No.: 23031  
Date: 9 February 2024  
Issued For: PROGRESS SET

REVISIONS

No.	Date	Description

REGISTRATION

*NOT FOR CONSTRUCTION*

PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	CIVIL CONSULTANT
LANDSCAPE	LANDSCAPE
STRUCTURAL	STRUCTURAL
PLUMBING	PLUMBING
MECHANICAL	MECHANICAL
ELECTRICAL	ELECTRICAL
FIRE PROTECTION	FIRE PROTECTION
CONTRACTOR	GC



**FINKLE + WILLIAMS**  
ARCHITECTURE

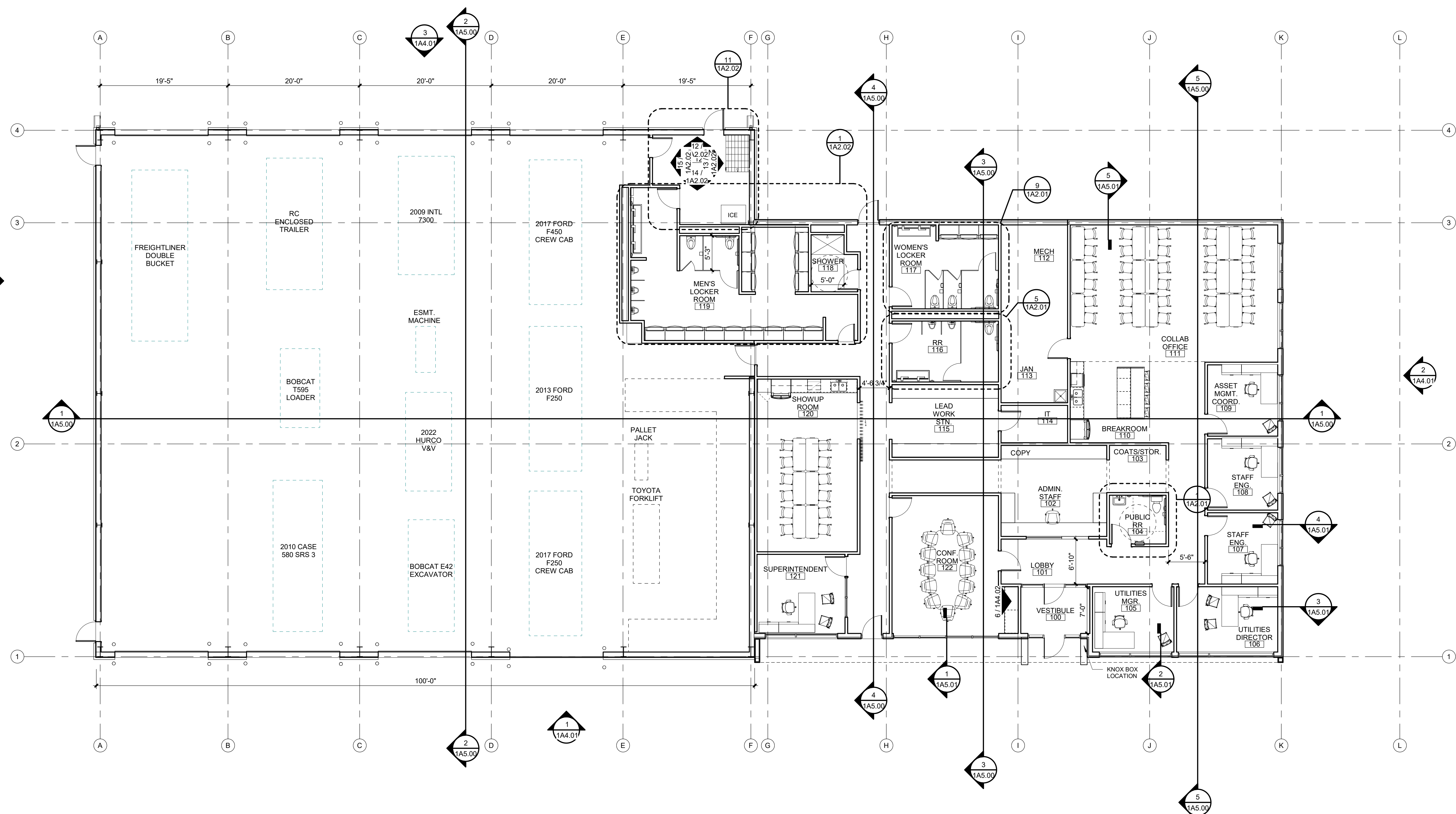
8787 RENNER BLVD., SUITE 100  
LENEXA, KANSAS 66219  
913.498.1550  
www.finklewilliams.com

SHEET TITLE

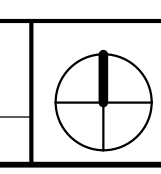
**PHASE 1 FLOOR PLAN**

SHEET NUMBER

**1A1.01**



**1 FLOOR PLAN - PH I**  
1A1.01 SCALE: 1/8" = 1'-0"















## COUNCIL ACTION FORM

## NEW BUSINESS ITEM NO. 2

**MEETING DATE:** MARCH 18, 2024

**STAFF CONTACT:** JIM PRUETTING, CITY ADMINISTRATOR

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**Agenda Item:** Consider approving a contract to purchase real property

**Strategic Priority:** Economic Development

**Department:** Administration

---

### **Staff Recommendation:**

Authorize the city administrator to execute a contract to purchase the property at 104 E. Main St. (Security 1<sup>st</sup> Title building) and close on the property in accordance with the terms of the contract.

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

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 property in the planning area was a key element of carrying out that vision. The purchase of this property is consistent with that vision and with a recent property acquisition directly to the north. The seller has up to two years to vacate and close on the property.

### **Financial Impact:**

The \$625,000 cost of the property will be paid from the general fund.

### **Attachments:**

- Commercial Real Estate Contract

### **Suggested Motion:**

Authorize the city administrator to execute the contract to purchase the property at 104 E. Main St. and close on the property in accordance with the terms of the contract.

## COMMERCIAL REAL ESTATE SALE CONTRACT

1. PARTIES: This Contract (“Contract”) dated as of the effective date as hereinafter defined is by and between: **SIX PACK, LLC, a Kansas limited liability company** (“SELLER”), and **CITY OF GARDNER, KANSAS, a Kansas municipal corporation** (“BUYER”), and is effective as of the date and time of acceptance on the signature page of this Contract (the “Effective Date”).

2. PROPERTY: Seller agrees to sell and Buyer agrees to purchase the following real estate, with all improvements and fixtures thereon commonly known and numbered as 104 E. Main Street, Gardner, Johnson County, Kansas and legally described on Exhibit “A” (all hereinafter referred to as the “Property”). Buyer shall accept the Property in “as-is” condition.

3. PURCHASE PRICE: The purchase price is Six Hundred and Twenty-Five Thousand Dollars and no/100 (\$625,000.00) (“Purchase Price”). Buyer agrees to pay the Purchase Price, subject to any proration or other credits, as follows:

- a. Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the “Earnest Money Deposit) to be delivered within five (5) business days after the Effective Date, in the form of a check payable to, and to be deposited in escrow with Security 1<sup>st</sup> Title LLC, 727 N. Waco, Suite 300, Wichita, Kansas 67203, Attn: Heather Shippy (hereinafter the “Escrow Agent”).
- b. On the Closing Date (as defined below), Buyer shall deliver to the Escrow Agent for distribution to Seller, the balance of the Purchase Price in certified funds or by wire transfer of federal funds.

4. CLOSING DATE: Subject to all the provisions of this Contract, Seller shall have the two (2) years from the Effective Date of this Contract to occupy the premises (“Occupancy Period”). The closing of this Contract (the “Closing”) shall occur anytime within the Occupancy Period but Seller shall give Buyer **twenty (20)** business days’ notice to Close. Seller shall have **thirty (30)** business days from the date of Closing to vacate the Property (“Holdover Period”). Seller shall be responsible to maintain insurance pursuant to Paragraph 11 during the Holdover Period and responsible for any real estate taxes that may be due during the Holdover Period.

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

6. TITLE INSURANCE: Seller has delivered to Buyer a title commitment together with legible copies of all documents identified therein as exceptions to title (the “Title Commitment” and attached hereto as Exhibit “B”) issued by Security 1st Title LLC, 727 N. Waco, Suite 300, Wichita, Kansas 67203 (hereinafter the “Title Company”) in form of an owner’s ALTA Title Insurance Policy by which the Title Company shall agree to insure marketable fee simple title in the Buyer in the amount of the purchase price as of the date and time of recordation of the Deed. Buyer has reviewed and accepted said Title Commitment and waived objections to any matter(s) shown or referred to in the Title Commitment. With respect to any updated title report, at least one of which is due fifteen (15) days prior to closing, Buyer shall have five (5) business days after receipt of the updated title report (“Review Period”) in which to notify Seller in writing of any objections to any new matter(s) shown on the updated title commitment and not shown on a previous title commitment. Any matter(s) which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be

permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does so object in writing, Seller shall have five (5) business days from date of receipt of buyer's notice of objections ("Cure Period") to cure said objections. If Seller does not cure objections by the end of the Cure Period, Buyer may either cancel this Contract in which case the Earnest Money Deposit shall be returned to Buyer or Buyer may, within five (5) business days from the expiration of the Cure Period, waive such objections and proceed to closing hereunder. Seller shall be obligated to pay any all taxes due and owing through the time of Closing. 100% of the Owners Title Insurance Policy and the closing agent's fees shall be paid by the Seller.

7. INTENTIONALLY DELETED.

8. REPRESENTATIONS: Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

- 8.1 Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Kansas.
- 8.2 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement.
- 8.3 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party required for the consummation of the transaction contemplated herein.
- 8.4 To the best of Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Seller's ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for (a) matters of record and for (b) real estate taxes and assessments for the year 2023.
- 8.5 INTENTIONALLY DELETED.
- 8.6 INTENTIONALLY DELETED.
- 8.7 To the best of Seller's knowledge, the Property is served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.
- 8.8 To the best of Seller's knowledge, Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.
- 8.9 To the best of Seller's knowledge, there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.
- 8.10 There are to the best of Seller's knowledge, no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Seller shall not

commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Buyer.

- 8.11 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Property or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.
- 8.12 INTENTIONALLY DELETED.
- 8.13 To the best of Seller's knowledge, except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Property in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.
- 8.14 To the best of Seller's knowledge, there is no pending or contemplated condemnation of the Property or any part thereof.
- 8.15 Seller is now maintaining and shall maintain until Closing "replacement cost" fire, casualty and extended coverage insurance on the Property.
- 8.16 INTENTIONALLY DELETED.
- 8.17 Seller shall cooperate with and consent to any and all applications in the name of Buyer (or its designee[s]). Seller shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) business days of any request by Buyer (or its designee[s]),

9. AGENCY DISCLOSURE: Pursuant to Kansas Real Estate Brokers' and Salespersons License Act 1997, 58-30, 110(c), Craig L. Burns, Manager and Jennifer Weast, Member of Six Pack, LLC are licensed real estate agents in the State of Kansas.

10. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver at closing a Special Warranty Deed ("Deed"), funds and such other documents reasonably necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Seller and Buyer shall deliver at Closing certified funds or by wire transfer of federal funds sufficient to satisfy their respective obligations under this Contract.

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



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

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

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

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer.

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

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

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

16. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

17. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the

case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

Buyers:

City of Gardner, Kansas  
Attn: James Pruetting  
120 E. Main Street  
Gardner, Kansas 66030  
Telephone: (913) 856-0941

Sellers:

Six Pack, LLC  
Attn.: Craig Burns  
15 Stonebridge Circle  
Wichita, Kansas 67230  
(316) 293-1676  
Facsimile: (316)267-8115

***with a copy to:***

McAnany, Van Cleave & Phillips, P.A.  
Attn: Ryan B. Denk, Esquire  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, Kansas 66103  
Telephone: (913) 634-9476

Security 1<sup>st</sup> Title LLC  
Attn: Shannon Harris  
3515 N. Ridge Road, Suite 300  
Wichita, Kansas 67205  
(316) 721-6500

18. **DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) March \_\_\_\_\_, 2023.

19. **REQUESTED DUE DILLIGENCE ITEMS:** Seller shall provide Buyer with:

- (a) Any leases and amendments (originals if available / applicable)
- (b) Copies of existing plans appraisals, warranties (including without limitation roof warranties and mechanical system or component warranties, surveys, or environmental reports or audits.
- (c) Copies of existing Owners Policies.

20. **APPLICABLE LAW:** This Contract shall be construed and interpreted in accordance with the laws of the State of Kansas.

21. **REAL ESTATE COMMISSIONS:** Each party hereto represents to the other that it has not authorized any broker to act on its behalf in connection with the sale and purchase hereunder and that such party has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement, or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

22. **EXECUTION:** This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original.

23. **INTENTIONALLY DELETED.**

24. **1031 EXCHANGE:** Buyer is aware that Seller reserves the right to perform a 1031 tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to an assignment of the rights

under this purchase agreement by the Seller to Security 1st Exchange as Qualified Intermediary. Buyer agrees to cooperate in this exchange by executing any additional documents at no cost or liability to the Buyer

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

Six Pack, LLC, a Kansas limited liability company

City of Gardner, Kansas, a Kansas municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Jim Pruetting, City Administrator

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

Date: March \_\_\_\_, 2024

Date: March \_\_\_\_, 2024

Date of acceptance, the Effective Date, is **March \_\_\_\_, 2024.**

**Exhibit "A"**  
**Legal Description**

**Property ID CP51000000 0120**

Lots 120, 122, 124, 126, 128 except the East 7 feet of Lot 128, MAIN STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas.

**Exhibit "B"**  
**ALTA Commitment for Title Insurance**

## Commitment Cover Page

Order Number: **3056439**

Delivery Date: **03/08/2024**

Property Address: **104 E. Main St, Gardner, KS 66030**

---

**For Closing Assistance**

Lynette Dooling  
727 N Waco Ave  
Ste 300  
Wichita, KS 67203  
Office: (316) 267-8371  
[ldooling@security1st.com](mailto:ldooling@security1st.com)

**For Title Assistance**

John Jones  
1040 NW South Outer Rd  
  
Blue Springs, MO 64015  
Office: (316) 267-8371  
[jjones@security1st.com](mailto:jjones@security1st.com)

---

**Buyer/Borrower**

City of Gardner, Kansas  
Delivered via: Electronic Mail

**Seller/Owner**

SIX PACK LLC  
104 E MAIN ST  
GARDNER, KS 66030  
Delivered via: Electronic Mail

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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## Title Fees

Date: **03/08/2024**  
Order Number: **3056439**  
Property Address: **104 E. Main St, Gardner, KS 66030**  
Buyer(s): **City of Gardner, Kansas**  
Seller(s): **Six Pack, LLC, a Kansas limited liability company**

Title Insurance Fees	
ALTA Owner's Policy 07-01-2021 (\$625,000.00)	\$1,557.00
	<b>Total \$1,557.00</b>
If Security 1st Title will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Tax Information:

R4524

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions*

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**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**First American Title Insurance Company**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Kenneth D. DeGiorgio, President

By:   
Lisa W. Cornehl, Secretary

**Issuing Agent: Security 1st Title**



**John Jones**  
**(316) 267-8371 (Work)**  
[jjones@security1st.com](mailto:jjones@security1st.com)

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**Transaction Identification Data for reference only:**

Issuing Agent:	<b>Security 1st Title</b>	Buyer:	<b>City of Gardner, Kansas</b>
Issuing Office:	<b>1040 NW South Outer Rd Blue Springs, MO 64015</b>	Title Contact:	<b>John Jones (316) 267-8371 (Work) <a href="mailto:jjones@security1st.com">jjones@security1st.com</a></b>
ALTA Universal ID:	<b>1010831</b>		
Loan ID Number:			
Commitment No.:	<b>KS-C3056439-LD-2</b>		
Property Address:	<b>104 E. Main St Gardner, KS 66030</b>		

**SCHEDULE A**

**1. Commitment Date:**

03/06/2024 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 07-01-2021

Proposed Insured: City of Gardner, Kansas

The estate or interest to be insured: Fee Simple

\$625,000.00

**3. The estate or interest in the Land at the Commitment Date is:**

Fee Simple

**4. The Title is, at the Commitment Date, vested in:**

Six Pack, LLC, a Kansas limited liability company

**5. The Land is described as follows:**

Lots 120, 122, 124, 126, 128 except the East 7 feet of Lot 128, MAIN STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas.

**Security 1st Title, LLC**

By:



## SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.**
6. **Pay the agreed amount for the estate or interest to be insured.**
7. **Pay the premiums, fees, and charges for the Policy to the Company.**
8. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.**

**Payment of taxes for the year 2023, in the amount of \$9,103.46, first half paid, second half due and payable on or before May 10, 2024.**

9. **File a release of Mortgage dated DECEMBER 29, 2016, recorded DECEMBER 30, 2016, as Book 201612 Page [011175](#), made by Six Pack, LLC, a Kansas limited liability company, to Equity Bank, in the amount of \$650,000.00.**
10. **File a release of the Assignment of Leases/Rents dated DECEMBER 29, 2016, recorded DECEMBER 30, 2016, as Book 201612 Page [011176](#), made by Six Pack, LLC, a Kansas limited liability company, to Equity Bank.**
11. **We have a copy of the Articles of Organization dated OCTOBER 29, 2010 and a copy of the Operating Agreement of Six Pack, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**

**Any instrument to be executed by Six Pack, LLC, LLC must:**

1. **Be executed in the limited liability company name, and**
  2. **Be signed by Craig L. Burns, Managing Member.**
  3. **In the alternative, the Company may be willing to accept a Resolution, signed by all members, consenting to one person signing on behalf of the limited liability company.**
12. **Proper resolution must be furnished this company of the governing body of City of Gardner, Kansas authorizing the sale/purchase/mortgaging of said property and directing who is authorized to execute the closing documents and deeds to consummate said transaction on behalf of said City of Gardner, Kansas**
  13. **File a Warranty Deed from Six Pack, LLC, a Kansas limited liability company to City of Gardner, Kansas.**
  14. **Provide this company with a properly completed and executed Owner's Affidavit.**

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**15. Recording Information for Kansas Counties:**

**Deed: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**

**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

**NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.**

**NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.**

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## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **(THIS ITEM WAS INTENTIONALLY DELETED)**
8. **(THIS ITEM WAS INTENTIONALLY DELETED)**
9. **(THIS ITEM WAS INTENTIONALLY DELETED)**
10. **(THIS ITEM WAS INTENTIONALLY DELETED)**
11. **(THIS ITEM WAS INTENTIONALLY DELETED)**
12. **(THIS ITEM WAS INTENTIONALLY DELETED)**
13. **General taxes and special assessments for the year 2023 are as follows:**

**Tax ID No.: CP51000000 0120  
2023 Tax Amount: \$9,103.46, 1st half paid  
2023 Assessed Value: \$70,751.00  
2023 Mill Levy/Tax Rate: .128669**

14. **Easements, restrictions, setback lines or servitudes, if any, reflected on the plat of said land filed as Plat Book 1 Page [24](#).**
15. **An easement for Right of Way, recorded as Book 1383 Page [149](#), rerecorded as Book 1386 Page [659](#).  
In favor of: City of Gardner, Kansas  
Affects: a portion of the land**
16. **An easement for Sanitary Sewer, recorded as Book 5069 Page [884](#).  
In favor of: City of Gardner, Kansas  
Affects: a portion of the land**

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17. An easement for Utilities, recorded as Book 8252 Page [321](#).  
In favor of: City of Gardner, Kansas  
Affects: a portion of the land
18. Tenancy rights, if any, either month-to-month or by virtue of written leases, of parties now in possession of any part of the premises described herein.
19. FOR INFORMATION ONLY - 24 MONTH CHAIN OF TITLE:  
Deed Type: Kansas Warranty Deed  
Grantor(s): Patriots Bank, a Kansas banking association  
Grantee(s): Six Pack, LLC, a Kansas limited liability company  
Recorded Date: DECEMBER 30, 2016  
Recorded As: Book 201612 Page [011173](#)

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
  3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I—Requirements; and
    - f. Schedule B, Part II—Exceptions.
  4. **COMPANY’S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to

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this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE

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TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, “First American,” “we,” “us,” or “our”) describe in our full privacy policy (“Policy”), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted (“Sites”); (2) when you use our products and services (“Services”); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

**How Do We Use Your Personal Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information is important to us. That is why we take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

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**How Long Do We Keep Your Personal Information?** We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

#### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. [To learn more, please visit https://www.firstam.com/privacy-policy/](https://www.firstam.com/privacy-policy/).

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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## PRIVACY POLICY

### WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> —to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
<b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
<b>How often does Security 1<sup>st</sup> Title notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How does Security 1<sup>st</sup> Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How does Security 1<sup>st</sup> Title collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
<b>Contact Us</b>	If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203

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