

AGENDA GARDNER CITY COUNCIL

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

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

PUBLIC HEARINGS

None

PUBLIC COMMENTS

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

CONSENT AGENDA

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

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

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

OLD BUSINESS

None

NEW BUSINESS

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

COUNCIL UPDATES – Oral presentation unless otherwise noted

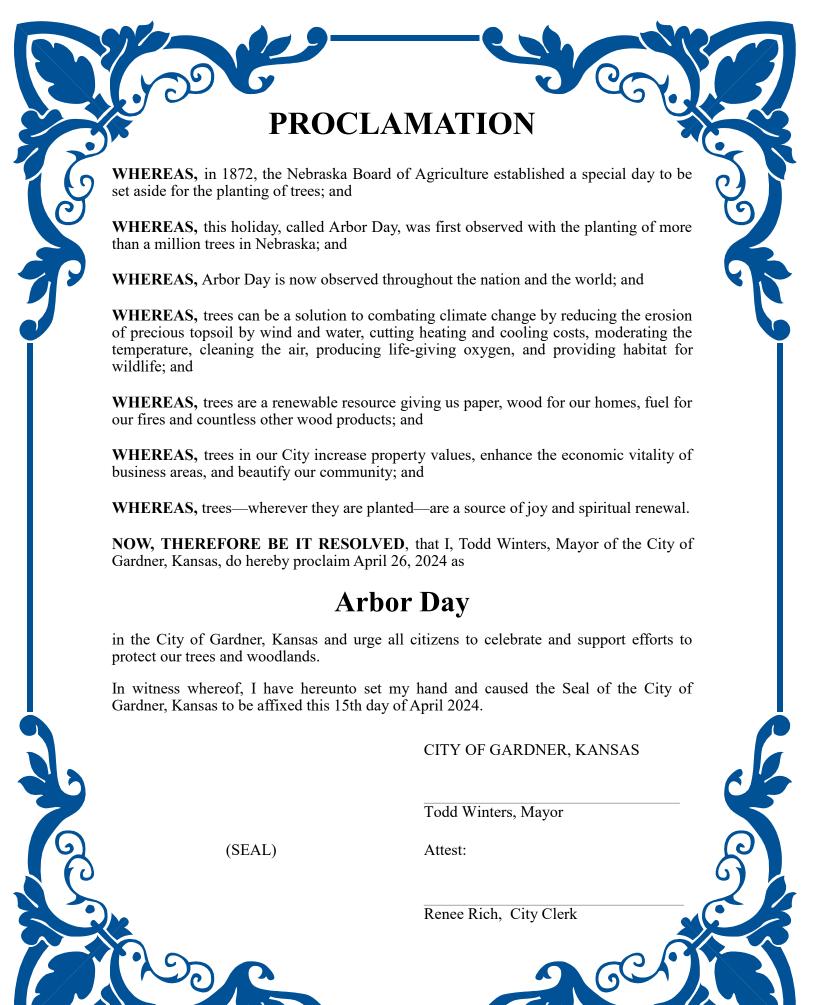
EXECUTIVE SESSION

ADJOURNMENT



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







COUNCIL DISCUSSION FORM PRESENTATION ITEM No. 4

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Wastewater Treatment Plant Improvements

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

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

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

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

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

COUNCIL DISCUSSION FORM PRESENTATION ITEM No. 5

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Gardner Chamber of Commerce Update

Strategic Priority: Economic Development

Department: Finance

Background/Description of Item:

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

COUNCIL DISCUSSION FORM PRESENTATION ITEM No. 6

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Outside Agency Budget Requests

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

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

COUNCIL DISCUSSION FORM PRESENTATION ITEM NO. 7

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2025-2029 Capital Improvement Program

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

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

Attachments:

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

City of Gardner, Kansas

Capital Improvement Program

2025 thru 2029

PROJECTS BY DEPARTMENT

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

2025 thru 2029

City of Gardner, Kansas

Project # PR5001

Project Name Stone Creek Park Playground Replacement

Cash or Debt: Cash

Department Parks and Recreation

Contact Park and Recreation Director

Type Improvement
Useful Life 15 years

Category Park Improvements

Priority 1 Critical
Status Active

Total Project Cost: \$500,000

Description

Replacement of the Stone Creek Park playground structure.

Justification

The playground unit at Stone Creek Park is 20 years old. When sections of the playground fail, replacement parts are not available due to the age of the structure.

Expenditures	2025	2026	2027	2028	2029	Total
Construction		500,000				500,000
	Total	500,000				500,000
Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement Fund		500,000				500,000
	Total	500,000				500,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # PR5005

Project Name Veterans Park Restroom Rehab

Cash or Debt: Cash

Department Parks and Recreation

Contact Park and Recreation Director

Type Improvement
Useful Life 20 years

Category Park: Veterans Park

Priority 3 Important

Status Active

Total Project Cost: \$200,000

Description

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

Justification

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

Expenditures	2025	2026	2027	2028	2029	Total
Construction	200,000					200,000
To	otal 200,000					200,000
Funding Sources	2025	2026	2027	2028	2029	Total
Capital Improvement Reserv	/e 100,000					100,000
Grants	100,000					100,000
To	otal 200,000		·			200,000

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2025 thru 2029

City of Gardner, Kansas

Project # PR5006

Project Name Celebration Park Playground Replacement

Cash or Debt: Debt

Department Parks and Recreation

Contact Park and Recreation Director

Type Improvement
Useful Life 20 years

Category Park Improvements

Priority 3 Important

Status Active

Total Project Cost: \$1,000,000

Description

Replacing aging playground equipment at Celebration Park with updated structures and surfacing that will include inclusive play.

Justification

The playground unit at Celebration Park is approaching 20 years old. When sections of the playground fail, replacement parts are not available due to the age of the structure.

Expenditures		2025	2026	2027	2028	2029	Total
Construction					1,000,000		1,000,000
	Total				1,000,000		1,000,000
	·						
Funding Sources		2025	2026	2027	2028	2029	Total
Capital Improvement R Fund	eserve				1,000,000		1,000,000
	Total				1,000,000		1,000,000

Budget Impact/Other

Future principal and interest payments will come from the Bond and Interest Fund.

2025 thru 2029

City of Gardner, Kansas

Project # AP2301

Project Name Terminal Building Replacement

Cash or Debt: Cash

Department Public Works

Contact Public Works Director

Type Improvement Useful Life 40 years

Category Airport

Priority 3 Important
Status Active

Total Project Cost: \$3,900,000

Description

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

Justification

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

Prior	Expenditures	2025	2026	2027	2028	2029	Total
336,000	Construction/Maintenance		3,351,000				3,351,000
Total	Equip/Vehicles/Furnishings			130,000			130,000
Total	Construction Engineering		83,000				83,000
	Total		3,434,000	130,000			3,564,000
Prior	Funding Sources	2025	2026	2027	2020	2020	
	1 unumg bources	2023	2020	2027	2028	2029	Total
336,000	Airport Fund	2023	171,700	130,000	2028	2029	301,700
336,000 Total		2023			2028	2029	

Budget Impact/Other

Potential revenue increase with additional tenants with improved space. May attract new business.

Potential decrease in utility and maintenance costs.

Project is estimated with 95% KAIP and 90% ATP matching funds.

2025 thru 2029

City of Gardner, Kansas

Project # AP3000

Project Name Land Acquisition, Tract E

Cash or Debt: Cash

Department Public Works

Contact Public Works Director

Type Land Acquistion

Useful Life Unlimited

Category Airport

Priority 1 Critical
Status Active

Total Project Cost: \$875,000

Description

Land Acquisition, Relocation Advisory Services, Demolition and Clearing in Runway 35 approach, Tract E. Funded with 90% FAA NPE and BIL funding.

Justification

Acquiring the tract will give the Airport control of land within the existing Runway Protection Zone. This will allow for the future improvement of runway 17-35.

The project is required and per FAA is the next project eligible for non-primary entitlement (NPE) and Bipartisan Infrastructure Law (BIL) funding.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
475,000	Demolition/Removal	400,000					400,000
Total	То	tal 400,000					400,000
Prior	Funding Sources	2025	2026	2027	2028	2029	Total
475,000	Airport Fund	40,000					40,000
Total	Federal Aviation Administration	on 360,000					360,000
10001	То	tal 400,000					400,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # AP3001

Project Name Reconstruct West Apron

Cash or Debt: Cash

Department Public Works

Contact Public Works Director

Type Improvement
Useful Life 30 years

Category Airport

Priority 2 Very Important

Status Active

Total Project Cost: \$900,000

Description

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

Justification

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

Expenditures	2025	2026	2027	2028	2029	Total
Engineering		120,000				120,000
Construction			680,000			680,000
Construction Engineering			100,000			100,000
Tota	1	120,000	780,000			900,000
Funding Sources	2025	2026	2027	2028	2029	Total
Airport Fund		12,000	78,000			90,000
Federal Aviation Administration	n .	108,000	702,000			810,000
Tota	1	120,000	780,000			900,000

Budget Impact/Other

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

Project Name Reconstruct East Apron

City of Gardner, Kansas

AP3002

2025 thru 2029

Department Public Works

Contact Public Works Director

Type Improvement Useful Life 30 years

Category Airport

Priority 3 Important

Status Active

Total Project Cost: \$500,000

Cash or Debt: Cash

Description

Project #

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total	Future
Engineering						46,000	46,000	454,000
	Total					46,000	46,000	Total
								•
Funding Sources		2025	2026	2027	2028	2029	Total	Future
Airport Fund						4,600	4,600	454,000
Federal Aviation Admir	nistration					41,400	41,400	Total
	Total					46,000	46,000	- 10001

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # AP3012

Project Name Replace Fuel Facility

Cash or Debt:

Department Public Works

Contact Public Works Director

Type Improvement
Useful Life 30 years

Category Airport

Priority 2 Very Important

Status Active

Description Total Project Cost: \$930,000

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Engineering		80,000					80,000
Construction			795,000				795,000
Construction Engineer	ing		55,000				55,000
	Total	80,000	850,000				930,000
Funding Sources		2025	2026	2027	2028	2029	Total
Airport Fund		4,000	127,500				131,500
KDOT		76,000	722,500				798,500
	Total	80,000	850,000				930,000

Budget Impact/Other

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

Project Name Gardner Rd. Bridge over I-35

City of Gardner, Kansas

PW2202

2025 thru 2029

Department Public Works

Contact City Engineer

Type Improvement Useful Life 40 years

Category Street Reconstruction

Priority 1 Critical Status Active

Cash or Debt: Debt

Project #

Total Project Cost: \$36,200,000 Description

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

Justification

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

Prior	Expenditures		2025	2026	2027	2028	2029	Total
8,000,000	Construction		25,700,000					25,700,000
Total	Construction Engineerin	g	2,500,000					2,500,000
10001		Total	28,200,000					28,200,000
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
Prior 8,000,000	Funding Sources KDOT		2025	2026	2027	2028	2029	Total 20,200,000
8,000,000				2026	2027	2028	2029	
	KDOT		20,200,000	2026	2027	2028	2029	20,200,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # PW6004

Project Name 167th Street, Center to Moonlight Reconstruction

Cash or Debt: Debt

Department Public Works

Contact City Engineer

Useful Life 30 years

Type Maintenance

Category Street Reconstruction

Priority 2 Very Important

Status Active

Description Total Project Cost: \$11,385,500

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Land Acquisition				412,500			412,500
Engineering			160,000				160,000
Construction					7,857,000		7,857,000
Inspection					700,000		700,000
Utility Relocation				2,256,000			2,256,000
	Total		160,000	2,668,500	8,557,000		11,385,500
Funding Sources		2025	2026	2027	2028	2029	Total
MARC					5,500,000		5,500,000
Special Highway Fund			160,000	2,668,500	3,057,000		5,885,500
	Total		160,000	2,668,500	8,557,000		11,385,500

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # PW6005

Project Name 167th Street, Kill Creek to Waverly

Cash or Debt: Debt

Department Public Works

Contact City Engineer

Type Improvement
Useful Life 30 years

Category Street Reconstruction
Priority 2 Very Important

Status Active

Total Project Cost: \$6,210,000

Description

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

Justification

Existing roadway is a rural two-lane section with open ditches and narrow pavement.

Expenditures		2025	2026	2027	2028	2029	Total
Land Acquisition						110,000	110,000
Engineering						500,000	500,000
Construction						5,000,000	5,000,000
Inspection						300,000	300,000
Utility Relocation						300,000	300,000
	Total					6,210,000	6,210,000
Funding Sources		2025	2026	2027	2028	2029	Total
CARS						2,650,000	2,650,000
Unfunded						3,560,000	3,560,000
	Total					6,210,000	6,210,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # PW6010

Project Name Signal Interconnect

Cash or Debt: Cash

Department Public Works

Contact City Engineer

Type Improvement
Useful Life 20 years

Category IT Infrastructure

Priority 2 Very Important
Status Active

Total Project Cost: \$300,000

Description

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

Justification

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

Prior	Expenditures		2025	2026	2027	2028	2029	Total
82,800	Installation		217,200					217,200
Total		Total	217,200					217,200
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
82,800	MARC		173,760					173,760
Total	Special Highway Fund		43,440					43,440
20001		Total	217,200					217,200

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # PW6015

Project Name Old 56

Cash or Debt: Cash

Department Public Works

Contact City Engineer

Type Maintenance
Useful Life 30 years

Category Street Maintenance

Priority 3 Important
Status Active

Total Project Cost: \$1,151,000

Description

Mill and overlay Old 56 within the city limits.

Justification

The PCI is the lowest of any arterial in the city.

Expenditures		2025	2026	2027	2028	2029	Total
Construction			1,140,000				1,140,000
Inspection			11,000				11,000
	Total		1,151,000				1,151,000
Funding Sources		2025	2026	2027	2028	2029	Total
CARS			575,500				575,500
Special Highway Fund			575,500				575,500
	Total		1,151,000				1,151,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # PW6016

Project Name 175th, Osage to Waverly

Cash or Debt: Cash

Department Public Works

Contact City Engineer

Type Maintenance
Useful Life 30 years

Category Street Maintenance

Priority 3 Important
Status Active

Total Project Cost: \$684,000

Description

Mill and overlay.

Justification

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

Expenditures	2025	2026	2027	2028	2029	Total
Construction			674,000			674,000
Inspection			10,000			10,000
Т	otal		684,000			684,000
Funding Sources	2025	2026	2027	2028	2029	Total
CARS			342,000			342,000
Special Highway Fund			342,000			342,000
Т	otal		684,000			684,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # PW6017

Project Name Gardner Rd, 188th to BNSF

Cash or Debt: Debt

Department Public Works

Contact City Engineer

Type Maintenance
Useful Life 30 years

Category Street Maintenance

Priority 3 Important

Status Active

Total Project Cost: \$2,280,000

Description

Mill and overlay the existing asphalt pavement.

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Construction					2,260,000		2,260,000
Inspection					20,000		20,000
	Total				2,280,000		2,280,000
Funding Sources		2025	2026	2027	2028	2029	Total
CARS					1,140,000		1,140,000
Special Highway Fund					1,140,000		1,140,000
	Total				2,280,000		2,280,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # PW6018

Project Name Cherokee Rehab, West City Limits to Center St

Cash or Debt: Cash

Department Public Works

Contact City Engineer

Type Maintenance
Useful Life 15 years

Category Street and Concrete Rehabilitat

Priority 3 Important
Status Active

Total Project Cost: \$840,000

Description

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Construction		824,000					824,000
Inspection		16,000					16,000
	Total	840,000					840,000
Funding Sources		2025	2026	2027	2028	2029	Total
CARS		420,000					420,000
Special Highway Fund		420,000					420,000
	Total	840,000					840,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # PW6019

Project Name I-35 and US-56 Interchange Improvements

Cash or Debt: Cash

Department Public Works

Contact City Engineer

Type Improvement Useful Life 15 years

Category Street Construction

Priority 2 Very Important

Status Active

Total Project Cost: \$1,345,000

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

Justification

Description

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

Expenditures		2025	2026	2027	2028	2029	Total
Land Acquisition		50,000					50,000
Engineering		132,000					132,000
Construction			1,053,000				1,053,000
Inspection			110,000				110,000
	Total	182,000	1,163,000				1,345,000
Funding Sources		2025	2026	2027	2028	2029	Total
KDOT		163,800	956,700				1,120,500
Special Highway Fund		18,200	206,300				224,500
	Total	182,000	1,163,000				1,345,000

Bud	lget]	[mpact	/Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4003

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

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement Useful Life 40 years

Category Electric Distribution

Priority 1 Critical
Status Active

Description

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Materials		400,000					400,000
	Total	400,000					400,000
	'						
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund		400,000					400,000
	Total	400,000					400,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4004

Project Name Substation #1 T2 Upgrade

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 30 years

Category Electric Generation

Priority 2 Very Important

Status Active

Description

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

Justification

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

Prior	Expenditures		2025	2026	2027	2028	2029	Total
450,000	Materials		3,075,000					3,075,000
Total	Installation		1,420,000					1,420,000
10001		Total	4,495,000					4,495,000
		•						
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
450,000	Electric Fund		4,495,000					4,495,000
Total		Total	4,495,000					4,495,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # EL4005

Project Name Claire Road Substation 4

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 40 years

Category Electric Generation

Priority 1 Critical
Status Active

Total Project Cost: \$15,700,000

Description

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

Justification

Future growth south of I-35.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
800,000	Construction		14,900,000					14,900,000
Total		Total	14,900,000					14,900,000
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
800,000	Electric Fund		14,900,000					14,900,000
Total		Total	14,900,000					14,900,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # EL4006

Project Name Resurface Parking Lot

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Maintenance
Useful Life 15 years

Category Electric Administration

Priority 2 Very Important

Status Active

Total Project Cost: \$80,000

Description

Mill and overlay parking lot at Utilities Administration Building.

Justification

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

Will be done once the new building is built.

Expenditures		2025	2026	2027	2028	2029	Total
Construction/Maintena	nce	80,000					80,000
	Total	80,000					80,000
	'						
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund		80,000					80,000
	Total	80,000					80,000

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Buc	lget	Impact/	Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4010

Project Name Unit 1 & 2 Lube Oil Coolers

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 20 years

Category Electric Generation

Priority 2 Very Important

Status Active

Description Total Project Cost: \$312,000

Replace existing lube oil coolers on both gas turbines with fin-fan cooler type.

Justification

Units cannot run continuously during summer months due to inadequate cooling causing units to trip on high lube oil temperature. Identified in the 2024 Master Plan.

Expenditures		2025	2026	2027	2028	2029	Total
Installation		312,000					312,000
	Total	312,000					312,000
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund		312,000					312,000
	Total	312,000					312,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4011

Project Name Unit 2 Upgrade

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 15 years

Category Electric Generation

Priority 2 Very Important

Status Active

Total Project Cost: \$2,496,000

Description

Upgrade Unit 2 Gas Turbine to R model.

Justification

Unit can only generate 14 MW, by upgrading the turbine to R model, the unit will be able to generate 19 MW. Identified in the 2024 Master Plan.

The alternative is to buy paper capacity at \$10.50/kw-month equal to \$630,000 a year.

Expenditures		2025	2026	2027	2028	2029	Total
Installation		2,496,000					2,496,000
	Total	2,496,000					2,496,000
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund		2,496,000					2,496,000
	Total	2,496,000					2,496,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # EL4012

Project Name Unit 1 Upgrade

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 15 years

Category Electric Generation

Priority 2 Very Important

Status Active

Total Project Cost: \$2,700,000

Description

Upgrade Unit 1 Gas Turbine to R model

Justification

Unit can only generate 14 MW, by upgrading the turbine to R model, the unit will be able to generate 19 MW. Identified in the 2024 Master Plan.

The alternative is to buy paper capacity at \$10.50/kw-month equal to \$630,000 a year.

Expenditures		2025	2026	2027	2028	2029	Total	
Installation			2,700,000					
	Total			2,700,000			2,700,000	
Funding Sources		2025	2026	2027	2028	2029	Total	
Electric Fund				2,700,000			2,700,000	
	Total			2,700,000			2,700,000	

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

EL4015

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Project Name New Distribution Feeder Circuit 23

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 20 years

Category Electric Distribution

Priority 1 Critical
Status Active

Total Project Cost: \$998,000

Description

Project #

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Installation		998,000					
	Total			998,000			998,000
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund				998,000			998,000
	Total			998,000			998,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4017

Project Name Conversion Circuit 34

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 30 years

Category Electric Distribution

Priority 4 Less Important

Status Active

Total Project Cost: \$887,000

Description

Convert Circuit 34 from overhead to underground.

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Installation					887,000		887,000
	Total				887,000		887,000
Funding Sources		2025	2026	2027	2028	2029	Total
Electric Fund					887,000		887,000
	Total				887,000		887,000

Budget Impact/Other

2025 thru 2029

City of Gardner, Kansas

Project # EL4019

Project Name New Substation 5 - Land Acquisition

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Land Acquistion Useful Life Unlimited

Category Electric Generation

Priority 5 Future Consideration

Status Active

Total Project Cost: \$682,000

Description

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total	Future
Planning/Design						100,000	100,000	582,000
	Total					100,000	100,000	Total
								-
Funding Sources		2025	2026	2027	2028	2029	Total	Future
Electric Fund						100,000	100,000	582,000
	Total					100,000	100,000	Total

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Buc	get	Impact	/Other

2025 thru 2029

City of Gardner, Kansas

Project # WA7003

Project Name New Water Transmission Line

Cash or Debt: Debt

Department Utilities

Contact Utilities Manager

Type Improvement Useful Life 40 years

Category Water

Priority 1 Critical
Status Active

Total Project Cost: \$8,250,000

Description

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Construction		4,250,000	4,000,000				8,250,000
	Total	4,250,000	4,000,000				8,250,000
Funding Sources		2025	2026	2027	2028	2029	Total
Water Fund		4,250,000	4,000,000				8,250,000
	Total	4,250,000	4,000,000				8,250,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

WW8000

Project Name Nike L.S. and Forcemain Improvements

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 20 years

Category Wastewater

Priority 3 Important
Status Active

Total Project Cost: \$650,000

Description

Project #

Construct new lift station and forcemain at Nike LS.

Justification

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

Prior	Expenditures		2025	2026	2027	2028	2029	Total
150,000	Construction		500,000					500,000
Total		Total	500,000					500,000
		•						
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
150,000	Wastewater Fund		500,000					500,000
Total		Total	500,000					500,000

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None/Minimal.

2025 thru 2029

City of Gardner, Kansas

Project # WW8001

Project Name WWTP Advanced Nutrient Removal

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 20 years
Category Wastewater

Priority 5 Future Consideration

Status Active

Total Project Cost: \$5,850,000

Description

Install Advanced Nutrient Removal System at WWTP.

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Engineering		450,000					450,000
Construction			5,400,000				5,400,000
	Total	450,000	5,400,000				5,850,000
	•						
Funding Sources		2025	2026	2027	2028	2029	Total
Wastewater Fund		450,000	5,400,000				5,850,000
	Total	450,000	5,400,000				5,850,000

Budget Impact/Other

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

2025 thru 2029

City of Gardner, Kansas

Project # WW8013

Project Name Cedar Niles Lift Station and Force Main

Cash or Debt: Cash

Department Utilities

Contact Utility Director

Type Improvement
Useful Life 40 years
Category Wastewater

Priority 2 Very Important

Status Active

Total Project Cost: \$8,607,600

Description

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

Justification

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

Prior	Expenditures		2025	2026	2027	2028	2029	Total
4,607,600	Construction		4,000,000					4,000,000
Total		Total	4,000,000					4,000,000
		•						
Prior	Funding Sources		2025	2026	2027	2028	2029	Total
3,807,600	Grants		4,800,000					4,800,000
Total		Total	4,800,000					4,800,000

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В	110	lget	Impact/Other

TBD.

2025 thru 2029

City of Gardner, Kansas

Project # WW8019

Project Name Kill Creek Interceptor Improvements

Cash or Debt: Debt

Department Utilities

Contact Utility Director

Type Improvement Useful Life 40 years

Category Wastewater

Priority 3 Important
Status Active

Total Project Cost: \$4,300,000

Description

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

Justification

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

Expenditures		2025	2026	2027	2028	2029	Total
Engineering		600,000					600,000
Construction			3,700,000				3,700,000
	Total	600,000	3,700,000				4,300,000
	•						
Funding Sources		2025	2026	2027	2028	2029	Total
Wastewater Fund		600,000	3,700,000				4,300,000
	Total	600,000	3,700,000				4,300,000

Budget Impact/Other

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

Page No. 2024 – 33 April 1, 2024

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

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

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

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

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

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

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

PUBLIC HEARING

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

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

Councilmember Deaton Seconded.

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

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Shute Seconded.

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

PUBLIC COMMENTS

CONSENT AGENDA

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

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Councilmember Shute made a motion to approve the Consent Agenda.

Councilmember McNeer Seconded.

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

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

None

OLD BUSINESS

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

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

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

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

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

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

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

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

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

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

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

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

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

Applicant Carman says the models are built off of a 40x80 with the capacity that I could reasonably have. If it was a requirement to have a smaller building, I would have to run numbers to see if I would be able to shrink the building and then make a determination of whether or not to move forward. Baldwin says we can impose lots of restrictions and look at it at either angle and say they can make it work or look at it and say it doesn't fit.

Oakbrook is across the street from single family. It would not be out of the place to do this, but there is still a question about the size of the building because none of those buildings are 3200 square feet.

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

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

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

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

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

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

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

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

Councilmember Wiehn Seconded.

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

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

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

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

Councilmember Deaton Seconded.

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

NEW BUSINESS

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

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

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

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

Councilmember Shute Seconded.

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

COUNCIL UPDATES

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

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

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

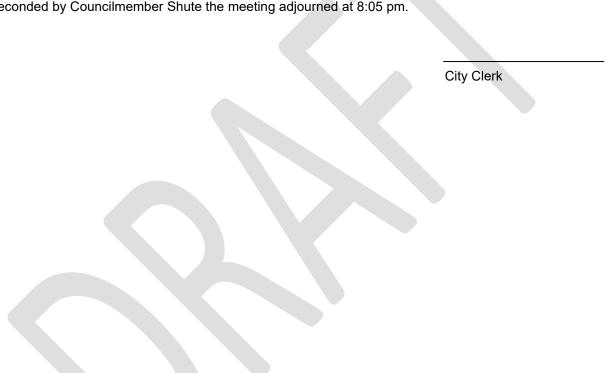
Shute wants to thank Risk and Finance for their excellent work on the health insurance options, as well as CBIZ to come up with an innovative solution that is going to save the city money and provide options for employees at potentially lower cost. Finance Director Wolff said he will share with all staff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

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

EXECUTIVE SESSION

ADJOURNMENT

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



EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 03/29/2024 PAYMENT DATE: 03/28/2024

VEND NO INVOICE NO	~	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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					VENDOR TOTAL *	158.00	
0004340 91998	00		AGEMENT SERVICES 00 03/14/2024	S INC 001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	3,733.09
					VENDOR TOTAL *	.00	3,733.09
0002636 01921479 01921480 01921477 01921478	00	ALTEC CAPITA: 001217 001217 001217 001217	L SERVICES, LLC 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024	501-4130-441.44-02 501-4130-441.44-02 501-4130-441.44-02 501-4130-441.44-02	LEASE FOR TRUCK #432 LEASE FOR TRUCK #403 LEASE FOR TRUCK #401 LEASE FOR TRUCK #402&405	EFT: EFT: EFT: EFT:	3,440.80 3,459.41 3,645.52 5,821.88
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0004999	0.0	AMERICAN FID	ELITY ADMIN SERV	ICES	VENDOR TOTAL *	.00	16,367.61
68919		001217	00 03/28/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	411.30
					VENDOR TOTAL *	.00	411.30
0004828 03292024 03292024	00	AMERICAN NAT 001270 001270	IONAL BANK 00 03/29/2024 00 03/29/2024	301-9100-491.70-01 301-9100-491.70-02	2018 LEASE PAYMENT 2018 LEASE PAYMENT	CHECK #: 127 CHECK #: 127	62,000.00 16,157.05
					VENDOR TOTAL *	.00	78,157.05
0000566 139620 139663 139590 139632 139662	00	AMERICAN TOP: 001217 001222 001217 001217 001222	SOIL, INC. 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024	501-4130-441.52-12 501-4130-441.52-12 521-4230-442.52-12 521-4230-442.52-12 521-4230-442.52-12	4 CY PULV 4 CY PULV 6 CY PULV 6 CY PULV 6 CY PULV	EFT: EFT: EFT: EFT: EFT:	159.80 159.80 222.00 222.00 222.00
					VENDOR TOTAL *	.00	985.60
0001986 5855644-0 5907149-0 5981494-0 5855644-0 5969306-0 5993929-0 5959388-0	2 0 1 0	ANIXTER, INC 001217 001217 001217 001222 001222 001222 001217	. 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024	501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-25 501-4130-441.52-31 521-4230-442.52-31	CABLE SUPPORT 3-HOLE WEDGE TAP CONNECTOR HOUSE SERVICE WIRE 6" VENT CABLE SUPPORT QUAZITE BOX & COVER 4/0 SECONDARY CABLE FIBERGLASS EQUIPMENT	EFT: EFT: EFT: EFT: EFT: EFT:	1,284.67 672.57 4,510.37 1,283.38 2,506.98 2,639.44 2,303.68
					VENDOR TOTAL *	.00	15,201.09
0000058 7589-0316 7589-0316 7589-0316	2024	ANSWER KANSA 001218 001218 001218	S CITY, LTD. INC 00 03/28/2024 00 03/28/2024 00 03/28/2024	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:	274.56 94.57 94.57
					VENDOR TOTAL *	.00	463.70
0004860 03082024	00	AT&T MOBILIT	Y 00 03/28/2024	001-2110-421.40-03	DEPT CELL PHONES	2,060.85	

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VEND NO INVOICE NO	~	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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					VENDOR TOTAL *	2.060.85	
0003515	00	AUGUSTINE EX	TERMINATORS INC				
2433535		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT: EFT: EFT: EFT: EFT:	54.38
2433528			00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.86
2433528 2433521		001220 001220	00 03/28/2024 00 03/28/2024	603-3150-431.31-15 603-3150-431.31-15	MONTHLY PEST CONTROL MONTHLY PEST CONTROL		32.85 43.05
2433521		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EPT:	43.05
2433526		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2433524		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2433533		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2433532 2433529		001220 001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	28.33
2433539		001220	00 03/28/2024 00 03/28/2024	603-3150-431.31-15 603-3150-431.31-15	MONTHLY PEST CONTROL MONTHLY PEST CONTROL	EFT: EFT:	43.05 64.58
2433531		001220	00 03/28/2021	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2433525		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	
2433534		001220	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2433527		001221	00 03/28/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
0000000	0.0	D 6 D 6ED1116	NEG.		VENDOR TOTAL *	.00	706.05
0000822 3482	00	B & B SERVIC 001217	00 03/28/2024	521-4220-442.43-02	VALVE REPAIR	EFT:	340.75
					VENDOR TOTAL *	.00	340.75
0005418	00	BAKER TILLY	MUNICIPAL ADVISO	ORS, LLC		EFT:	0 156 05
BTMA24803		001270	00 03/28/2024	001-1130-411.31-15	ECONOMIC DEVELOPMENT		3,156.25
0003626	0.0	BOVITZ, JAMI	· 🗗		VENDOR TOTAL *	.00	3,156.25
			00 03/28/2024	501-4130-441.46-01	PER DIEM	112.10	
					VENDOR TOTAL *	112.10	
0002420 BMS619470	00	BRENNTAG MID 001218	O-SOUTH, INC 00 03/28/2024	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	3,261.00
					VENDOR TOTAL *	.00	3,261.00
0005293	00	BRIGHTSPEED			VENDOR TOTAL	.00	3,201.00
313440714			00 03/28/2024	551-4520-445.40-03	AIRPORT PHONE	EFT:	214.37
320501840			00 03/28/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	37.55
499699484	0324	001216	00 03/28/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	27.04
0001834	00	C & C GROUP			VENDOR TOTAL *	.00	278.96
62009	00	001268	00 03/28/2024	501-4120-441.31-15	SECURITY ALARM MONITORING	EFT:	480.00
63540		001217	00 03/28/2024	603-3150-431.43-01	GENERATOR REPAIR	EFT:	1,077.50
0004270	0.0	GCD HOLLEDNING	III. MIDIIICE		VENDOR TOTAL *	.00	1,557.50
0004379 16712-00	00	C&B EQUIPMEN 001267	00 03/28/2024	531-4320-443.43-02	BOLT REPAIR ON	EFT:	1,206.31

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CITY OF GARDNER

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

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VEND NO INVOICE NO	~	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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					VENDOR TOTAL *	1,000.00	
0000855	00		TION PRODUCTS,			·	
21691360 21702830		001217 001217	00 03/28/2024 00 03/28/2024	001-6120-461.52-01 001-6120-461.52-01	WEED KILLER TURF SERVICE PROGRAM	EFT: EFT:	526.66 1,639.44
21702636		001217	00 03/28/2024	001-6120-461.52-01	FIELD CHALK	EFT:	611.52
21724810		001218	00 03/28/2024	001-6120-461.52-01	TURF SERVICE PROGRAM	EFT:	1,639.44
0000675	0.0		um #1		VENDOR TOTAL *	.00	4,417.06
24-010	00	FIRE DISTRIC 001216	00 03/28/2024	001-2120-421.46-01	DEPT CPR TRAINING & CARDS	EFT:	561.00
					VENDOR TOTAL *	.00	561.00
0004449 03292024	00	FIRST OPTION 001270	I BANK 00 03/29/2024	301-9100-491.70-01	2016C LEASE PAYMENT	CHECK #: 122	35,000.00
03292024		001270	00 03/29/2024	301-9100-491.70-02	2016C LEASE PAYMENT	CHECK #: 122	2,970.00
0001010	0.0				VENDOR TOTAL *	.00	37,970.00
0001917 65759	00	FLAME-OUT 001222	00 03/28/2024	521-4220-442.31-15	FIRE EXTINGUISHER INSPECT	EFT:	270.00
					VENDOR TOTAL *	.00	270.00
0004996 03202024	00	FLEX MADE EA	ASY 00 03/28/2024	721-0000-202.03-11	CONTRIBUTIONS	EFT:	783.94
					VENDOR TOTAL *	.00	783.94
0000086	00	GALLS, LLC					
027399882		001217	00 03/28/2024	001-2120-421.53-02	UNIFORMS	EFT:	50.99
027413478 027449604		001217 001222	00 03/28/2024 00 03/28/2024	001-2120-421.53-02 001-2120-421.53-02	PATROL BOOTS - FECHER METAL EXPANSION STRAPS	EFT: EFT:	125.00 125.94
027119001		001222	00 03,20,2021	001 2120 121.33 02			
0000433	00	GARDNER CHAM	BER OF COMMERCE		VENDOR TOTAL *	.00	301.93
8425		001222	00 03/28/2024	001-1110-411.46-01	STATE OF THE COUNTY LUNCH	EFT:	200.00
0000101	0.0	an 1 - 11 - 1			VENDOR TOTAL *	.00	200.00
0000181 906258375:	00 3	GRAINGER 001268	00 03/28/2024	001-6130-461.43-01	VALVE REPLACEMENT	EFT:	16.88
904607142		001219	00 03/28/2021	501-4120-441.52-12	HARDWARE FOR SHOP-	EFT:	105.57
904523733'	7	001219	00 03/28/2024	521-4220-442.52-12	ABSORBANT PADS AND	EFT:	176.25
904952173	6	001219	00 03/28/2024	521-4220-442.52-12	GLOVES & GEAR OIL	EFT:	462.90
0001840	00	GT DISTRIBUT	ORS INC		VENDOR TOTAL *	.00	761.60
UNIV00411'		001217	00 03/28/2024	001-2120-421.53-02	UNIFORMS	EFT:	290.70
INV099303		001217	00 03/28/2024	001-2120-421.53-02	UNIFORMS	EFT:	273.33
INV099391!	5	001226	00 03/28/2024	001-2120-421.53-02	RADIO POUCHES	EFT:	232.45
0000013	00	HACH COMPANY	•		VENDOR TOTAL *	.00	796.48
1							

PREPARED 03/28/2024, 9:36:20 EXPENDITURE APPROVAL LIST PAGE 5
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CITY OF GARDNER VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000013 00 HACH COMPANY 13971747 001268 00 03/28/2024 521-4220-442.52-12 LAB REAGENTS EFT: 3,007.08 VENDOR TOTAL * .00 3,007.08 0003739 00 HAWKINS, INC. EFT: 3,123.00 6704850 001268 00 03/28/2024 531-4320-443.52-13 POLYMER VENDOR TOTAL * .00 3,123.00 0000297 00 HERITAGE-CRYSTAL CLEAN 18530229 001218 00 03/28/2024 501-4130-441.44-02 PARTS CLEANER EFT: 515.24 VENDOR TOTAL * .00 515.24 0000463 00 HOLIDAY CONTRACTING, INC. 127 E WARREN 001217 00 03/28/2024 521-4230-442.31-15 CONCRETE-REPLACE SIDEWALK EFT: 1,850.00 307 PEAR ST 001222 00 03/28/2024 521-4230-442.31-15 POUR CONCRETE SIDEWALK EFT: 1,850.00 AIRPORT-HANGER PI0139 008506 00 03/19/2024 551-4520-445.43-03 OVERLAY EXISTING FLOOR EFT: 13,702.62 VENDOR TOTAL * .00 17,402.62 0005013 00 HSA BANK W527671 001215 00 03/26/2024 001-1140-411.31-15 HSA SERVICE FEE CHECK #: 131 119.00 .00 119.00 VENDOR TOTAL * 0005000 00 HUMANA INSURANCE COMPANY

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CITY OF	GARDNER	

	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHEC AMOUNT		EFT, EPAY OR HAND-ISSUED AMOUNT
0005000 00		RANCE COMPANY	604 1200 412 01 01	MONTHLIAM DILLIAMS	_		6 060 26
702625789	000113	00 03/28/2024	604-1320-413.21-01			FT:	6,060.36
702625789 702625789	000119 000106	00 03/28/2024 00 03/28/2024	605-3116-431.21-01 721-0000-202.03-08	MONTHLY BILLING MONTHLY BILLING		FT: FT:	2,024.46 22,633.99
702023769	000100	00 03/20/2024	721-0000-202.03-06	MONIALI BILLING	E.	L 1 •	22,033.99
0000108 00	K.C. BOBCAT	TNC		VENDOR TOTAL *	•	00	261,474.83
19193596		3 00 03/18/2024	001-3120-431.43-02	BUCKET BROOM SWEEPER REPL	6,844.	00	
				VENDOR TOTAL *	6,844.	00	
0000300 00			F01 0000 00F 00 00			100	EU E22 21
4081-NCX4-J333		00 03/22/2024	501-0000-207.20-00 501-0000-140.00-00	FEB '24 SALES TAX FEB '24 USE TAX		103	57,533.31
4081-G7K4-3R6F 4081-G7K4-3R6F		00 03/22/2024 00 03/22/2024	501-4110-441.48-02	FEB '24 USE TAX FEB '24 USE TAX		103 103	1,306.55- 20.32
4081-G7K4-3R6F		00 03/22/2024	501-4110-441.48-02	FEB '24 USE TAX FEB '24 USE TAX		103	128.05
4081-G7K4-3R6E		00 03/22/2024	501-4120-441.48-02	FEB '24 USE TAX FEB '24 USE TAX		103	45.54
4081-G7K4-3R6E		00 03/22/2024	501-4130-441.61-09	FEB '24 USE TAX		103	45,404.10
4081-G7K4-3R6E		00 03/22/2024	501-4140-441.62-15	FEB '24 USE TAX		103	3.81
4081-B23B-Y226		00 03/22/2024	551-0000-207.20-00	FEB '24 SALES TAX		103	258.44
4081-G7K4-3R6E		00 03/22/2021	602-1340-413.48-02	FEB '24 USE TAX		103	4.18
4081-G7K4-3R6E		00 03/22/2021	603-3150-431.48-02	FEB '24 USE TAX		103	501.62
4081-G7K4-3R6E		00 03/22/2024	604-1320-413.48-02	FEB '24 USE TAX		103	367.99
0000671				VENDOR TOTAL *		00	102,960.81
0002671 00 105901600 0324	KANSAS GAS S 4 001225	00 03/28/2024	551-4520-445.40-04	KANSAS GAS SERVICE	200.	45	
				VENDOR TOTAL *	200.	45	
0002806 00 02-315312	KANSAS GOLF 001219	AND TURF, INC 00 03/28/2024	001-6120-461.43-02	MOWER REPAIR	E	FT:	28.16
		_		VENDOR TOTAL *		00	28.16
0000332 00	KANSAS STATE		117 0100 401 71 00	CERTIFIE DROCKEN DURCE 1	CIID CIA	1.00	6 750 00
R1240401124910 R1240401124907		00 03/29/2024	117-9100-491.71-02 117-9100-491.71-02	STREET PROGRAM PHASE 1		100	6,750.00
R1240401124907		00 03/29/2024 00 03/29/2024	117-9100-491.71-02	STREET PROGRAM PHASE 1 STREET PROGRAM PHASE 3		100 100	7,293.75 19,000.00
R1240401124899		00 03/29/2024	117-9100-491.71-02	PMP		100	6,700.00
R1240401124900		00 03/29/2024	301-9100-491.71-02	USD 231 CAMPUS BD		100	12,367.19
R1240401124896		00 03/29/2024	301-9100-491.71-02	USD 231 CAMPUS BD		100	10,512.11
R1240401124896		00 03/29/2024	301-9100-491.71-02	USD 231 CAMPUS BD		100	618.36
R1240401124896		00 03/29/2024	301-9100-491.71-02	USD 231 CAMPUS BD		100	1,236.72
R1240401124908		00 03/29/2021	301-9100-491.71-02	KDOT REFUNDING TR0101		100	4,475.00
R1240401124908		00 03/29/2021	301-9100-491.71-02	KDOT REFUNDING TR0106		100	18,400.00
R1240401124910		00 03/29/2021	301-9100-491.71-02	NET CASH REF 2008B		100	11,700.00
R1240401124907		00 03/29/2024	301-9100-491.71-02	NET CASH REF 2009A		100	6,675.00
R1240401124899		00 03/29/2024	301-9100-491.71-02	JUSTICE CENTER		100	190,550.01
R1240401124899		00 03/29/2024	301-9100-491.71-02	POOL IMPROVEMENTS		100	2,000.00
R1240401124906		00 03/29/2024	301-9100-491.71-02	SANTA FE IMPROVEMENTS		100	12,450.00
R1240401124905		00 03/29/2024	301-9100-491.71-02	I-35 & GARDNER RD IMP		100	28,825.00
R1240401124905	5 001252	00 03/29/2024	301-9100-491.71-02	2010A REFUNDING	CHECK #:	100	13,525.00

PREPARED 03/28/2024, 9:36:20 EXPENDITURE APPROVAL LIST PAGE 7
PROGRAM: GM339L AS OF: 03/29/2024 PAYMENT DATE: 03/28/2024
CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000332 00 KANSAS STATE TREASURER
R1240401124902 001254 00 03/29/2024 301-9100-491.71-02 REFUNDING 2011A GO BONDS CHECK #: 100 6,635.00
R1240401124902 001255 00 03/29/2024 301-9100-491.71-02 REFUNDING 2012A GO BONDS CHECK #: 100 21,033.75
R1240401124903 001255 00 03/29/2024 301-9100-491.71-02 REFUNDING 2019C TEMP NOTE CHECK #: 100 21,033.75
R1240401124903 001257 00 03/29/2024 301-9100-491.71-02 WAVERLY PLAZA BD CHECK #: 100 15,312.45
R1240401124901 001258 00 03/29/2024 301-9100-491.71-02 WAVERLY PLAZA BD CHECK #: 100 5,268.80
R1240401124901 001259 00 03/29/2024 301-9100-491.71-02 TUSCAN FARMS PHASE 1 BD CHECK #: 100 38,953.13
R1240401124901 001260 00 03/29/2024 301-9100-491.71-02 TUSCAN FARMS PHASE 1 BD CHECK #: 100 38,953.13
R1240401124901 001263 00 03/29/2024 301-9100-491.71-02 WAVERLY ROAD CHECK #: 100 33,500.00
R1240401124901 001264 00 03/29/2024 301-9100-491.71-02 WAVERLY ROAD CHECK #: 100 33,500.00
R1240401124904 001265 00 03/29/2024 301-9100-491.71-02 WAVERLY ROAD CHECK #: 100 62,125.00
R1240401124904 001266 00 03/29/2024 301-9100-491.71-02 WAVERLY ROAD CHECK #: 100 62,125.00
R1240401124909 001266 00 03/29/2024 301-9100-491.71-02 HILLTOP BD 1 CHECK #: 100 32,300.00
R1240401124909 001239 00 03/29/2024 501-9100-491.71-02 ELECTRIC CHECK #: 100 19,210.00
R1240401124907 001239 00 03/29/2024 501-9100-491.71-02 ELECTRIC SMART METERS CHECK #: 100 13,350.00
R1240401124897 001248 00 03/29/2024 521-9100-491.71-02 WATER TREATMENT FLANT CHECK #: 100 13,350.00
R1240401124897 001249 00 03/29/2024 521-9100-491.71-02 WATER TREATMENT FLANT CHECK #: 100 11,287.50
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R1240401124899 001233 00 03/29/2024 531-9100-491.71-02 WATER TREATMENT FLANT CHECK #: 100 11,287.50
R1240401124899 001245 00 03/29/2024 531-9100-491.71-02 WATER TREATMENT FLANT CHECK #: 100 12,390.00
R1240401124899 001253 00 03/29/2024 531-9100-491.71-02 WATER TREATMENT FLANT CHECK #: 100 5,871.88
R1240401124899 001253 00 03/29/2024 531-9100-491.71-02 WATER TREATMEN VENDOR TOTAL * .00 1,105,459.40 0005462 00 KAW ROOFING & SHEET METAL 6196 001267 00 03/28/2024 603-3150-431.43-01 ROOF REPAIRS EFT: 2,564.36 .00 VENDOR TOTAL * 2,564.36 EFT: 1,461.99 0005186 00 LINDE GAS & EQUIPMENT 41502791 001219 00 02/20/2022 VENDOR TOTAL * .00 1,461.99 0005186 00 LINDE GAS & EQUIPMENT 41502791 001219 00 03/28/2024 501-4120-441.44-02 CYLINDER RENTAL EFT: 517.57 41789609 001222 00 03/28/2024 605-3116-431.44-02 CYLINDER RENTAL EFT: 76.84 VENDOR TOTAL * .00 594.41 VENDOR TOTAL * 22.78 0003579 00 MID-STATES MATERIALS LLC 138048 001219 00 03/28/2024 001-3120-431.52-08 ROCK 118.26 138332 001217 00 03/28/2024 521-4230-442.52-12 ROCK & DIRT 604.26 138332 001217 00 03/28/2024 531-4330-443.52-12 ROCK & DIRT 604.26 VENDOR TOTAL * 1,326.78 0099999 00 NATHAN OATHOUT 111518 001267 00 03/28/2024 001-0000-207.10-20 RESTITUTION 83.15

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PREPARED 03/28/2024, 9:36:20 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 03/29/2024 PAYMENT DATE: 03/28/2024

CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0099999 00 NATHAN OATHOUT VENDOR TOTAL * 83.15 0000144 00 O'REILLY AUTOMOTIVE, INC. 0000144 00 0'REILLY AUTOMOTIVE, INC.
0354-371319 001219 00 03/28/2024 501-4120-441.52-12 RADIATOR CAP & FUEL CLEAN
0354-370324 001219 00 03/28/2024 501-4130-441.52-04 BATTERY FOR FORKLIFT
0354-370466 001219 00 03/28/2024 501-4130-441.52-12 TIRE GAUGE FOR SHOP USE
0354-371800 001219 00 03/28/2024 501-4130-441.52-12 THREAD LOCKER
0354-373719 001219 00 03/28/2024 501-4130-441.52-04 OIL, AIR, CABIN FILTERS
0354-373841 001219 00 03/28/2024 501-4130-441.52-02 SOCKET FOR SHOP USE
SC04474393 001219 00 03/28/2024 501-4130-441.52-04 LATE PAYMENT CHARGE

SC04474393 001219 00 03/28/2024 501-4130-441.52-04 LATE PAYMENT CHARGE

EFT: 2.84 0000142 00 OLATHE WINWATER WORKS 0000142 00 OLATHE WINWATER WORKS

189397 01 001217 00 03/28/2024 521-4230-442.52-12 HYDRANT METER

190195 01 001217 00 03/28/2024 521-4230-442.52-12 COUPLING

190195 03 001217 00 03/28/2024 521-4230-442.52-12 HYD EXTENSION

190592 01 001217 00 03/28/2024 521-4230-442.52-12 CLAMP, HYMAX COUPLING &

190590 01 PI0135 008149 00 03/14/2024 521-4230-442.52-12 SETTER

190591 01 PI0136 008149 00 03/14/2024 521-4230-442.52-12 PLUG CORPS VENDOR TOTAL * 0000393 00 OLSSON, INC. 489312 PI0134 008102 00 03/15/2024 401-3140-431.62-04 167TH, 4 CRNRS-MOONLIGHT EFT: 7,382.13 490409 001268 00 03/28/2024 501-4120-441.43-02 ON CALL SERVICES FOR EFT: 2,790.00 489851 PI0137 008437 00 03/19/2024 501-4140-441.62-15 SUB 1 TRANSFRMR 2 UPGRADE EFT: 54,100.50 .00 VENDOR TOTAL * 0099999 00 PARIS, NATHAN 000070589 UT 00 03/14/2024 501-0000-229.00-00 FINAL BILL REFUND 72.48

VENDOR TOTAL * .00 367.07 EFT: 1,730.00 EFT: 1,350.00 EFT: 235.00 EFT: 1,970.00 EFT: 3,480.00 EFT: 3,000.00 .00 11,765.00 64,272.63 VENDOR TOTAL * 72.48 0005196 00 PETHUB EFT: 1,030.00 1,030.00 VENDOR TOTAL * .00 0005308 00 PINE, KARA 03222024 001222 00 03/28/2024 001-6105-461.46-01 MILEAGE 01/03-03/22/24 115.64 VENDOR TOTAL * 115.64 0005456 00 PVS DX INC 817000411-24 001219 00 03/28/2024 521-4220-442.52-13 CHLORINE 817000419-24 001219 00 03/28/2024 521-4220-442.52-13 AMMONIUM SULFATE EFT: EFT: 2,140.40 2,160.00 4,300.40 .00 VENDOR TOTAL * 0005370 00 P1 SERVICE, LLC 107112368 001219 00 03/28/2024 501-4120-441.43-02 HORIZONTAL FAN DRIVE EFT: 296.07 .00 296.07 VENDOR TOTAL * 0005041 00 OUADIENT FINANCE USA

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 03/29/2024 PAYMENT DATE: 03/28/2024

CTTY	OF	GARDNER

0001772

0004787

47850

00 SANTA FE TOW SERVICE

00 SECURITY 1ST TITLE

001223

RDNE	R					
SEQ#	VENDOR NAME VOUCHER P.O.	BNK CHECK/DUE				EFT, EPAY OR HAND-ISSUED
	NO NO	DATE 	NO 	DESCRIPTION	AMOUNT	AMOUNT
0.0	OIIADTENT ETN	NANCE HSA				
00			001-1120-411.47-04	POSTAGE	186.06	
				POSTAGE	96.70	
				POSTAGE	136.83	
				POSTAGE	470.98	
				POSTAGE	133.54	
				POSTAGE	401.28	
				POSTAGE	69.72	
				POSTAGE	99.12	
				POSTAGE	99.12	
	001225			POSTAGE	99.12	
				POSTAGE	14.43	
	001225	00 03/28/2024	604-1320-413.47-04	POSTAGE	1,193.10	
0.0				VENDOR TOTAL *	3,000.00	
00	UT		501-0000-229.00-00	FINAL BILL REFUND	33.01	
				VENDOD TOTAL *	22 N1	
0.0	RICHT-WAV .TZ	ANTTORTAL INC		VENDOR TOTAL	55.01	
00			603-3150-431 42-01	JANTTORTAL RILLING - MAR	EFT:	2,500.00
			603-3150-431 42-01	JANITORIAL BILLING MAR	EFT:	299.25
			603-3150-431 42-01	JANITORIAL BILLING - MAR	EFT:	362.50
						42.71
						362.50
	001223				EFT:	725.00
	001223				EFT:	56.06
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	670.00
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	133.44
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	900.00
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	126.43
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	3,800.00
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	246.67
	001223	00 03/28/2024		JANITORIAL BILLING - MAR	EFT:	600.00
	001223	00 03/28/2024			EFT:	600.00
	001223	00 03/28/2024	603-3150-431.42-01	JANITORIAL BILLING - MAR	EFT:	157.89
0.0		v	T.G.	VENDOR TOTAL *	.00	12,334.48
00	RYLIE EQUIPN UT			FINAL BILL REFUND	149.14	
	SEQ#	VOUCHER P.O. NO NO OO QUADIENT FIN 001225 001225 001225 001225 001225 001225 001225 001225 001225 001225 001225 001225 001225 001225 001223	SEQ# VENDOR NAME	SEQ# VENDOR NAME VOUCHER P.O. BNK CHECK/DUE ACCOUNT NO NO DATE NO OUADIENT FINANCE USA 001225 00 03/28/2024 001-1120-411.47-04 001225 00 03/28/2024 001-1150-411.47-04 001225 00 03/28/2024 001-1150-411.47-04 001225 00 03/28/2024 001-1310-413.47-04 001225 00 03/28/2024 001-3110-433.47-04 001225 00 03/28/2024 001-3110-431.47-04 001225 00 03/28/2024 001-3110-431.47-04 001225 00 03/28/2024 001-7110-471.47-04 001225 00 03/28/2024 001-7110-471.47-04 001225 00 03/28/2024 501-4110-441.47-04 001225 00 03/28/2024 501-4110-441.47-04 001225 00 03/28/2024 521-4210-442.47-04 001225 00 03/28/2024 531-4310-443.47-04 001225 00 03/28/2024 551-4520-445.47-04 001225 00 03/28/2024 551-4520-445.47-04 001225 00 03/28/2024 604-1320-413.47-04 00 REAZIN, TODD & STEPHANIE UT 00 03/14/2024 501-0000-229.00-00 00 RIGHT-WAY JANITORIAL INC 001223 00 03/28/2024 603-3150-431.42-01 001223 00 03/28/2024	SEQ# VENDOR NAME	Vendor Name

00 03/28/2024 001-3120-431.52-16 TOW SERVICE #511

VENDOR TOTAL *

VENDOR TOTAL *

149.14

EFT:

.00

720.00

720.00

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EXPENDITURE APPROVAL LIST
AS OF: 03/29/2024 PAYMENT DATE: 03/28/2024

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PROGRAM:	GM339L				
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CITY OF (GARDNE	IR					
VEND NO INVOICE NO	~ .	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004787	00	SECURITY 1ST					
EARNEST N	MONEY	PI0143 008532	00 03/22/2024	001-1130-411.62-01	PURCHASE 104 E MAIN ST	CHECK #: 134	25,000.00
					VENDOR TOTAL *	.00	25,000.00
0005380 137674	00	SHAWNEE COPY 001219	CENTER 00 03/28/2024	501-4110-441.47-02	BUSINESS CARDS	EFT:	87.21
13,0,1		001219	00 03, 20, 2021	301 1110 1111, 02			
0004785	0.0	SUMNERONE, II	NC		VENDOR TOTAL *	.00	87.21
3882194	00	001218	00 03/28/2024	501-4130-441.43-02	COPIER MAINT PROGRAM	EFT:	8.85
					VENDOR TOTAL *	.00	8.85
0000203 44919	00	SUPERIOR BOWN 001225	EN ASPHALT, L.L. 00 03/28/2024	C. 001-3120-431.52-08	ASHPALT	EFT:	448.96
					VENDOR TOTAL *	.00	448.96
0099999 112781	00	TALLGRASS APA	ARTMENTS 00 03/28/2024	001-0000-207.10-20	RESTITUTION	250.00	
					VENDOR TOTAL *	250.00	
0003928	00		C AND PARKING CO				
1771971		001269	00 03/28/2024	001-3120-431.52-10		EFT:	1,575.00
1772505			00 03/28/2024	001-3120-431.52-10	SOLAR POWER SCHOOL ZONE	EFT:	3,160.43
1771971 1772505			00 02/02/2024 00 02/13/2024	001-3120-431.52-10 001-3120-431.52-10	RRFB SETUP SOLAR POWER FLASHER	EFT: EFT:	9,753.02 26,320.32
			_		VENDOR TOTAL *	.00	40,808.77
0099999 000072033	0 0 3	TIMBERLAKE, I UT	DOYLE 00 03/25/2024	501-0000-229.00-00	FINAL BILL REFUND	56.56	

OOS STAMPHIE COPY CENTIER OOI 219 OO 03/28/2024 501-4110-441.47-02 BUSINESS CARDS								
137674 001219 00 03/28/2024 501-4110-441.47-02 BUSINESS CARDS EFT:	0005300	0.0	CIIALINEE CODY	CENTED		VENDOR TOTAL *	.00	25,000.00
SUMMERONE INC 10218		00			501-4110-441.47-02	BUSINESS CARDS	EFT	87.21
Sabality Coling	0004505	0.0				VENDOR TOTAL *	.00	87.21
0002033 00 SUPERIOR BOWEN ASPHALT, L.L.C. 44919 00 001225 00 03/28/2024 001-3120-431.52-08 ASPALT		00	•		501-4130-441.43-02	COPIER MAINT PROGRAM	EFT	8.85
44919					_	VENDOR TOTAL *	.00	8.85
112781		00		•		ASHPALT	EFT	448.96
12781						VENDOR TOTAL *	.00	448.96
0003928		00			001-0000-207.10-20	RESTITUTION	250.00	
1771971						VENDOR TOTAL *	250.00	
0099999 00 TIMBERLAKE, DOYLE 00 03/25/2024 501-0000-229.00-00 FINAL BILL REFUND 56.56 VENDOR TOTAL * 56.56 0000407 00 TOMPKINS INDUSTRIES, INC. 001268 00 03/28/2024 501-4120-441.52-12 SCALE & HOSE PROTECTORS EFT: 1 VENDOR TOTAL * .00 1,9 VENDOR TOTAL	1771971 1772505 1771971	00	001269 001269 PI0132 008458	00 03/28/2024 00 03/28/2024 00 02/02/2024	001-3120-431.52-10 001-3120-431.52-10 001-3120-431.52-10	SOLAR POWER SCHOOL ZONE RRFB SETUP	EFT EFT	3,160.43 9,753.02
000072033 UT 00 03/25/2024 501-0000-229.00-00 FINAL BILL REFUND 56.56 VENDOR TOTAL * 56.56 VENDOR TOTAL * 56.56 0000407 00 TOMPKINS INDUSTRIES, INC. 405663107 001268 00 03/28/2024 501-4120-441.52-12 SCALE & HOSE PROTECTORS EFT: 1 VENDOR TOTAL * .00 1,9 0002811 00 WASTE MANAGEMENT .00 03/28/2024 001-6110-461.54-51 DUMPSTER - SOTT EFT: VENDOR TOTAL * .00 1,9 0004551 00 WASTE MANAGEMENT .00 03/28/2024 001-6110-461.54-51 DUMPSTER - SOTT EFT: VENDOR TOTAL * .00 0003221 00 WEX BANK .00 03/28/2024 501-4120-441.52-09 ELEC GENERATION FUEL .00 0003221 00 WEX BANK .00 03/28/2024 501-4130-441.52-09 ELECTRIC DISTRIB FUEL .00 95658886 001224 00 03/28/2024 521-4220-442.52-09 WATER FUEL .00 95658886 001224 00 03/28/2024 521-4220-442.52-09 WASTEWATER FUEL .00 95658886 001224 00 03/28/2024 531-4320-442.52-09 WASTEWATER FUEL .00 WASTEWATER TUEL .00 WEX BANK .00 95658886 001224 00 03/28/2024 531-4320-442.52-09 WASTEWATER FUEL .00 WEX BANK .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 VENDOR TOTAL * .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE .00 VENDOR TOTAL * .00 UNITED STATES POSTAL SERVICE	000000	0.0		DOVI E		VENDOR TOTAL *	.00	40,808.77
0000407 00 TOMPKINS INDUSTRIES, INC. 405663107 001268 00 03/28/2024 501-4120-441.52-12 SCALE & HOSE PROTECTORS EFT: 1 VENDOR TOTAL * .00 1 0002811 00 UNITED STATES POSTAL SERVICE 58688 001267 00 03/22/2024 001-1120-411.47-04 QTRLY NEWSLETTER POSTAGE CHECK #: 114 1,9 VENDOR TOTAL * .00 1,9 0004551 00 WASTE MANAGEMENT		00	•		501-0000-229.00-00	FINAL BILL REFUND	56.56	
405663107	0000407	0.0	MOMPIZING THE	HOMBING INC		VENDOR TOTAL *	56.56	
0002811 00 UNITED STATES POSTAL SERVICE 001267 00 03/22/2024 001-1120-411.47-04 QTRLY NEWSLETTER POSTAGE CHECK #: 114 1,9 VENDOR TOTAL * .00 1,9 VENDOR TOTAL * .00 .00 VENDOR TOTAL *		00			501-4120-441.52-12	SCALE & HOSE PROTECTORS	EFT	179.21
VENDOR TOTAL * .00 1,9	0000011	0.0				VENDOR TOTAL *	.00	179.21
0004551 00 WASTE MANAGEMENT 03112024 001268 00 03/28/2024 001-6110-461.54-51 DUMPSTER - SOTT EFT: VENDOR TOTAL * .00 0003221 00 WEX BANK 95658886 001224 00 03/28/2024 501-4120-441.52-09 ELEC GENERATION FUEL EFT: 2 95658886 001224 00 03/28/2024 501-4130-441.52-09 ELECTRIC DISTRIB FUEL EFT: 1,2 95658886 001224 00 03/28/2024 521-4220-442.52-09 WATER FUEL EFT: 3 95658886 001224 00 03/28/2024 521-4220-442.52-09 LINE MAINT WATER FUEL EFT: 1,8 95658886 001224 00 03/28/2024 531-4320-443.52-09 WASTEWATER FUEL EFT: 9		00				QTRLY NEWSLETTER POSTAGE	CHECK #: 114	1,945.97
03112024 001268 00 03/28/2024 001-6110-461.54-51 DUMPSTER - SOTT	0004551	0.0				VENDOR TOTAL *	.00	1,945.97
0003221 00 WEX BANK 95658886 001224 00 03/28/2024 501-4120-441.52-09 ELEC GENERATION FUEL EFT: 2 95658886 001224 00 03/28/2024 501-4130-441.52-09 ELECTRIC DISTRIB FUEL EFT: 1,2 95658886 001224 00 03/28/2024 521-4220-442.52-09 WATER FUEL EFT: 3 95658886 001224 00 03/28/2024 521-4230-442.52-09 LINE MAINT WATER FUEL EFT: 1,8 95658886 001224 00 03/28/2024 531-4320-443.52-09 WASTEWATER FUEL EFT: 9		00			001-6110-461.54-51	DUMPSTER - SOTT	EFT	82.50
95658886 001224 00 03/28/2024 501-4120-441.52-09 ELEC GENERATION FUEL EFT: 2 95658886 001224 00 03/28/2024 501-4130-441.52-09 ELECTRIC DISTRIB FUEL EFT: 1,2 95658886 001224 00 03/28/2024 521-4220-442.52-09 WATER FUEL EFT: 3 95658886 001224 00 03/28/2024 521-4230-442.52-09 LINE MAINT WATER FUEL EFT: 1,8 95658886 001224 00 03/28/2024 531-4320-443.52-09 WASTEWATER FUEL EFT: 9	0002021	0.0	HEN DANK			VENDOR TOTAL *	.00	82.50
	95658886 95658886 95658886 95658886 95658886	00	001224 001224 001224 001224 001224	00 03/28/2024 00 03/28/2024 00 03/28/2024 00 03/28/2024	501-4130-441.52-09 521-4220-442.52-09 521-4230-442.52-09 531-4320-443.52-09	ELECTRIC DISTRIB FUEL WATER FUEL LINE MAINT WATER FUEL WASTEWATER FUEL	EFT EFT EFT EFT	1,232.03 390.70 1,854.06 999.16

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

GRAND TOTAL *************

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CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0004265 00 ACCESS INFORMATION PROTECTED 10839456 001300 00 04/04/2024 001-1150-411.31-15 OFF-SITE STORAGE 1,734.39 VENDOR TOTAL * 1,734.39 0000566 00 AMERICAN TOPSOIL, INC. EFT: 222.00 139655 001301 00 04/04/2024 521-4230-442.52-12 6 CY PULV 222.00 VENDOR TOTAL * .00 0001986 00 ANIXTER, INC. 5969306-01 001301 00 04/04/2024 501-4130-441.52-25 COVER 5985282-00 001301 00 04/04/2024 501-4130-441.52-31 POLE 5966275-00 001301 00 04/04/2024 501-4130-441.52-25 COOPER XNVZ 110 LED 5993282-00 001301 00 04/04/2024 501-4130-441.52-31 4/0 SPOOL TIE EFT: 2,211.40 EFT: 3,673.98 EFT: 4,487.98 EFT: 487.16 .00 10,860.52 VENDOR TOTAL * 0002764 00 APPLIED CONCEPTS 435535 001300 00 04/04/2024 001-2120-421.43-05 TUNING FORK EFT: 32.00 .00 32.00 VENDOR TOTAL * 0005422 00 ATHCO 0025999-IN 001273 00 04/04/2024 001-6120-461.52-01 GENERAL REPAIRS & 1,250.00 EFT: .00 1,250.00 VENDOR TOTAL * 0002847 00 BLACK HILLS ENERGY 4848285043 0324001300 00 04/04/2024 501-4120-441.31-15 GAS PIPELINE O&M SERVICE EFT: 2,668.84 .00 VENDOR TOTAL * 2,668.84 0002380 00 BLEDSOE RENTALS 001275 00 04/04/2024 001-3120-431.44-02 TREE CHIPPER RENTAL 1,749.47 001274 00 04/04/2024 001-6120-461.44-02 CHIPPER RENTAL 780.91 R61643-1 R61206-1 VENDOR TOTAL * 2,530.38 0099999 00 BONITA FAY CASTRO 001297 00 04/04/2024 001-0000-228.30-00 BOND REFUND 125.00 094444 125.00 VENDOR TOTAL * 0002420 00 BRENNTAG MID-SOUTH, INC BMS630657 001300 00 04/04/2024 521-4220-442.52-13 SODIUM HYDROXIDE EFT: 2,673.50 .00 VENDOR TOTAL * 2,673.50 0001834 00 C & C GROUP EFT: 63871 001276 00 04/04/2024 603-3150-431.43-01 RPLACE ATS MICROPROCESSOR 2,726.05 2,726.05 .00 VENDOR TOTAL * 0001842 00 CITY OF OLATHE EFT: 154.00 CINV-174 001300 00 04/04/2024 521-4220-442.31-15 FEBRUARY 2024 LAB FEES .00 VENDOR TOTAL * 154.00 0001656 00 COHORST ENTERPRISES INC. 5778 PI0147 008530 00 03/22/2024 531-4330-443.43-10 REPAIRS - 110 W COLLEEN EFT: 6,400.00

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CITY OF GARDNER

VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0001656 00 COHORST ENTERPRISES INC. VENDOR TOTAL * .00 6,400.00 0000069 00 COLEMAN EQUIPMENT, INC.
609658 001277 00 04/04/2024 001-3120-431.43-02 MOWER REPAIR EFT: 461.67
609660 001278 00 04/04/2024 001-3120-431.43-02 MOWER REPAIR EFT: 173.78
609742 001279 00 04/04/2024 001-3120-431.43-02 MOWER REPAIR EFT: 114.03 VENDOR TOTAL * .00 749.48 0099999 00 DANIEL ROBERT JURY 112569 001297 00 04/04/2024 001-0000-228.30-00 BOND REFUND 75.00 VENDOR TOTAL * 75.00 | Vendor total * | Vend 0004998 00 DELTA DENTAL OF KANSAS 0001762 00 DREXEL TECHNOLOGIES INC
INV129404 001300 00 04/01 VENDOR TOTAL * .00 10,898.42 INV129404 001300 00 04/04/2024 501-4140-441.62-15 SUB #1-12.47KV CIRCUIT EFT:
INV129512 001303 00 04/04/2024 531-4310-443.31-15 RFQ STORMWATER MASTER EFT: 40.25 40.25 VENDOR TOTAL * .00 80.50 0005211 00 EASY ICE, LLC 01241535 001300 00 04/04/2024 501-4130-441.44-02 ICE MACHINE RENTAL EFT: 146.70 .00 146.70 VENDOR TOTAL * 0003960 00 ELLIOTT EQUIPMENT COMPANY

0001840 00 GT DISTRIBUTORS INC

001280

001300

0004993 00 HARTFORD, THE

INV2880426

INV0983547

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832.96

4,616.45

4,736.45

120.00

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PROGRAM: GM339L CITY OF GARDNER

VEND NO S INVOICE NO	~	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003960 178416			PMENT COMPANY	521-4230-442.52-04	VAC TRUCK	EFT:	1 100 21
1/0410		001301	00 04/04/2024	521-4230-442.52-04			1,109.31
					VENDOR TOTAL *	.00	1,109.31
0004946 4469208877		EVERGY	00 04/04/2024	521_4220_442 40_05	FIECTRIC @ 1/A AIR BD	50.00	
7011930732		4001300 4001300	00 04/04/2024	531-4320-443 40-05	ELECTRIC @ IAA AIR RD	18.57	
6466308678		4001300	00 04/04/2024	531-4320-443.40-05	ELECTRIC @ 14A AIR RD ELECTRIC @ WAVERLY LIFT ELECTRIC AT WWTP	27.91	
					VENDOR TOTAL *		
	00	GARDNER ANIM	IAL HOSPITAL, P.A	A. INC.	APRIL, MAY, JUNE SHELTER	20 000 00	
40120241		P10150 0084//	00 04/01/2024	001-2130-421.31-1/	APRIL, MAY, JUNE SHELTER	28,800.00	
					VENDOR TOTAL *	28,800.00	
0000089		GARDNER AUTO		001 0100 401 42 05	DED. TD. 10.4	2 545 55	
7DEC6611 36C4C43A		001300	00 04/04/2024	001-2120-421.43-05 001-2120-421.43-05	REPAIR #104 PEDATE #130	3,747.55 3,159.58	
JUCTOTIA		001300	00 04/04/2024	001 2120 421.45 05		ŕ	
000000	0.0				VENDOR TOTAL *	6,907.13	
0000028 06D3AD5B-00	00 00	GARDNER NEWS	00 04/04/2024	531-4310-443 31-15	STORMWATER METER DI.AN	. प्रमुख	9.85
BEFB6322-00	003	001303	00 01/01/2021	531-4340-443.62-10	KILL CREEK WRRF EXPANSION	EFT:	64.15
BEFB6322-00	002	001300	00 04/04/2024	531-4340-443.62-10	STORMWATER METER PLAN KILL CREEK WRRF EXPANSION KILL CREEK WRRF EXPANSION	EFT:	81.97
					VENDOR TOTAL *	.00	155.97
0099999	00	GESSLEY, DAN	IIEL				
000072639		UT	00 03/28/2024	501-0000-229.00-00	FINAL BILL REFUND	26.86	
					VENDOR TOTAL *	26.86	
0099999	00	GHADA MOUSA	00 04/04/2024	001 0000 220 20 00	DOND DEELIND	200 00	
103031		001297	00 04/04/2024	001-0000-228.30-00	BOND REFUND	200.00	
					VENDOR TOTAL *	200.00	
0005254 0128297	00	GLMV ARCHITE PT0145 008387	CTURE, INC ' 00 03/12/2024	551-4540-445.61-03	K34 TERMINAL BUILDING	EFT:	4,828.00
			-5 00, 12, 2021	132 1010 110.01 00			
0000181	00	GRAINGER			VENDOR TOTAL *	.00	4,828.00
9059872029	00	001300	00 04/04/2024	001-6120-461.52-01	SIGN REPLACEMENT	EFT:	52.14
9057734130		001300	00 04/04/2024	521-4220-442.52-20	TRASH BAGS, DRY WIPES &	EFT:	504.58
9064540207		001300	00 04/04/2024	521-4220-442.52-20	RECLOSABLE POLY BAG	EFT:	74.78
9068879239		001300	00 04/04/2024	521-4220-442.52-20	DISPOSABLE GLOVES	EFT:	201.46

00 04/04/2024 001-2120-421.53-02 HOLSTERS W/LIGHT, GLOCK

00 04/04/2024 001-2120-421.53-02 PATROL BOOTS - GILMORE

VENDOR TOTAL *

VENDOR TOTAL *

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VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004993	00	HARTFORD, TH	JD				
069847251		000188	00 04/04/2024	001-1120-411.21-02	MONTHLY BILLING	EFT:	38.25
069847251		000188	00 04/04/2024	001-1120-411.21-02	MONTHLY BILLING	EFT:	19.30
069847251		000189	00 04/04/2024	001-1140-411.21-02	MONTHLY BILLING	EFT:	6.15
069847251		000190	00 04/04/2024	001-1130-411.21-02	MONTHLY BILLING	EFT:	15.30
069847251		000192	00 04/04/2024	001-1303-413.21-02	MONTHLY BILLING	EFT:	33.10
069847251		000195	00 04/04/2024	001-1310-413.21-02	MONTHLY BILLING	EFT:	29.10
069847251		000193	00 04/04/2024	001-2110-421.21-02	MONTHLY BILLING	EFT:	45.90
069847251		000197	00 04/04/2024	001-2110-421.21-02	MONTHLY BILLING	EFT:	240.45
069847251		000198	00 04/04/2024	001-2120-421.21-02	MONTHLY BILLING	EFT:	7.65
069847251		000199	00 04/04/2024	001-2130-421.21-02	MONTHLY BILLING	EFT:	15.30
069847251		000200	00 04/04/2024	001-3110-431.21-02	MONTHLY BILLING	EFT:	78.15
069847251		000202	00 04/04/2024	001-3120-431.21-02	MONTHLY BILLING	EFT:	59.05
069847251		000203	00 04/04/2024	001-3130-431.21-02	MONTHLY BILLING	EFT:	42.90
069847251		000214	00 04/04/2024	001-6103-461.21-02	MONTHLY BILLING	EFT:	56.70
069847251		000215	00 04/04/2024	001-0120-401.21-02	MONTHLY BILLING	EFT:	36.75
069847251		000218	00 04/04/2024	001-7110-471.21-02	MONTHLY BILLING MONTHLY BILLING	EFT:	13.15
069847251		000217	00 04/04/2024	501-4110-441.21-02	MONTHLY BILLING MONTHLY BILLING	EFT:	26.95
069847251		000205	00 04/04/2024	501-4110-441.21-02	MONTHLY BILLING MONTHLY BILLING	EFT:	44.40
069847251		000206	00 04/04/2024	501-4120-441.21-02	MONTHLY BILLING MONTHLY BILLING	EFT:	67.35
			00 04/04/2024	521-4210-442.21-02			
069847251		000208			MONTHLY BILLING	EFT:	15.30
069847251		000209	00 04/04/2024	521-4220-442.21-02	MONTHLY BILLING	EFT:	35.25
069847251		000210	00 04/04/2024	521-4230-442.21-02	MONTHLY BILLING	EFT:	79.65
069847251		000211	00 04/04/2024	531-4310-443.21-02	MONTHLY BILLING	EFT:	7.65
069847251		000212	00 04/04/2024	531-4320-443.21-02	MONTHLY BILLING	EFT:	45.90
069847251		000213	00 04/04/2024	551-4520-445.21-02	MONTHLY BILLING	EFT:	2.16
069847251		000191	00 04/04/2024	601-1230-412.21-02	MONTHLY BILLING	EFT:	7.65
069847251		000196	00 04/04/2024	602-1340-413.21-02	MONTHLY BILLING	EFT:	36.75
069847251		000204	00 04/04/2024	603-3150-431.21-02	MONTHLY BILLING	EFT:	7.65
069847251		000194	00 04/04/2024	604-1320-413.21-02	MONTHLY BILLING	EFT:	41.40
069847251	078	000201	00 04/04/2024	605-3116-431.21-02	MONTHLY BILLING	EFT:	7.65
0005351	00	HEADLEE, KEL	· T triNT		VENDOR TOTAL *	.00	1,162.91
2024 KTEC		001284	00 04/04/2024	001-3110-431.46-01	PER DIEM	277.46	
					VENDOR TOTAL *	277.46	
0000463	00	HOLIDAY CONT	FRACTING, INC.				
WALMART		001301	00 04/04/2024	521-4230-442.31-15	REPAIR HOLE IN ASPHALT	EFT:	1,900.00
112 S ELM	ST	001301	00 04/04/2024		REPAIR ASPHALT PRKING LOT	EFT:	700.00
					VENDOR TOTAL *	.00	2,600.00
0000481	00	HOLLIDAY SAN	ND AND GRAVEL				•
150060228		001281	00 04/04/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
	_						
					VENDOR TOTAL *	.00	71.50
0004271	00	IRON MOUNTAI	IN INC				
JJNV984	-	001299	00 04/04/2024	001-1150-411.31-15	OFF-SITE SHREDDING	EFT:	266.32
		• • • • • • • • • • • • • • • • • • • •	3				-
					VENDOR TOTAL *	.00	266.32
0005461	00	IRVINBILT CC	ONSTRUCTORS, INC				

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0000123 00 MARC

CITY OF GARDNER

VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CH AMOU	ECK NT 	EFT, EPAY OR HAND-ISSUED AMOUNT
0005461 PAYMENT NO			ONSTRUCTORS, INC 5 00 03/10/2024	521-4220-442.43-02	CLARIFIER SUPPORT SYS REP		EFT:	319,976.00
0000010	0.0	TOURIGON GOUR		1	VENDOR TOTAL *		.00	319,976.00
0002919 032EQZ	00	001300	TY MOTOR VEHICLE 00 04/04/2024	501-4110-441.31-15	FORD TAURUS #444	1	4.75	
0000650	0.0	TOIRIGON GOIR	IMV. GUIDDIDII G. ODI	IT OR	VENDOR TOTAL *	1	4.75	
0000658 19CL000028		001286	TY SHERIFF'S OFF 00 04/04/2024		AGENCY CASE # 18-001719	40	0.00	
0000100	0.0		T370		VENDOR TOTAL *	40	0.00	
0000108 19193938	00	K.C. BOBCAT 001285		605-3116-431.52-05	BOBCAT SUPPLIES	30	6.76	
000000	0.0				VENDOR TOTAL *	30	6.76	
0002806 02-287520 02-314803	00	001300	AND TURF, INC 00 04/04/2024 7 00 12/08/2023	001-6120-461.43-02 001-6120-461.43-02	CREDIT MEMO FOR MOWER REPAIRS		EFT:	698.70- 5,415.47
0001626	0.0				VENDOR TOTAL *		.00	4,716.77
0001626 GRDA-GD-24		KMEA GRDA OF 001300	00 04/04/2024	501-4120-441.41-01	GRDA POWER SUPPLY PROJECT		EFT:	226,704.00
0000400	0.0	WDED C			VENDOR TOTAL *		.00	226,704.00
0002489 1752545	00	KPERS 001306	00 04/04/2024	721-0000-202.03-01	040424 PAY PERIOD	CHECK #:	112	56,625.99
0000400	0.0				VENDOR TOTAL *		.00	56,625.99
0002490 1752546	00	KPF 001306	00 04/05/2024	721-0000-202.03-02	040424 PAY PERIOD	CHECK #:	113	35,966.08
000000	0.0	D.C	. 5		VENDOR TOTAL *		.00	35,966.08
0099999 000064421	00	KS DCF LIEA UT	00 04/01/2024	501-0000-229.00-00	MANUAL CHECK	16	9.81	
000000	0.0				VENDOR TOTAL *	16	9.81	
0099999 71422	00	KYLA L VAZQU 001297	00 04/04/2024	001-0000-228.30-00	BOND REFUND	2	5.00	
					VENDOR TOTAL *	2	5.00	
0099999 67166289	00	LADONNA GEE 001272	00 04/04/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	4	5.00	
0005105	0.0				VENDOR TOTAL *	4	5.00	
0005186 42093451 42084356	00	LINDE GAS & 001300 001296	EQUIPMENT 00 04/04/2024 00 04/04/2024	501-4120-441.44-02 605-3116-431.44-02	CYLINDER RENTAL CYLINDER RENTAL		EFT:	321.14 195.79
0000102	0.0	MADO			VENDOR TOTAL *		.00	516.93

0000145 00 PEPSI-COLA

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CITY OF GARDNER

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

00 SYKES, MARILYN

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EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 04/05/2024 PAYMENT DATE: 04/04/2024

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VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000145	00	PEPSI-COLA	_		 _	·	
00161548		001289	00 04/04/2024	001-6110-461.52-15	CP SOCCER CONCESSIONS	EFT:	538.95
0005151	0.0	PREMIER TRUC	'K GROUP		VENDOR TOTAL *	.00	538.95
80805207	00			501-4130-441.43-05	RADIO REPAIR TRUCK #413	EFT:	215.00
0005099	0.0	QUADIENT, IN	ī.C		VENDOR TOTAL *	.00	215.00
60921524	00			602-1340-413.44-02	POSTAGE MACHINE LEASE	209.43	
0000150	0.0		GO		VENDOR TOTAL *	209.43	
0000152 15808	00	R.E. PEDROTT 001306		531-4320-443.43-02	NORTH LIFT STATION REPAIR	458.60	
0000554	0.0		, , , , , , , , , , , , , , , , , , ,		VENDOR TOTAL *	458.60	
0000574 105859	00	RHOMAR INDUS 001290		001-3120-431.52-13	ASPHALT RELEASE AGENT	EFT:	2,817.98
					VENDOR TOTAL *	.00	2,817.98
0005217 025 026	00	PI0146 008522		001-1130-411.31-15	CONSULTING SERVICES CONSULTING SERVICES	EFT: EFT:	9,000.00 9,000.00
				_	VENDOR TOTAL *	.00	18,000.00
0001250 INV-000965			ENGINEERING LABS, 00 04/04/2024	INC 501-4130-441.52-31	FIBER OPTIC CABLE	EFT:	154.50
0001566	0.0				VENDOR TOTAL *	.00	154.50
0001566 8073620300			INESS ADVANTAGE 00 04/04/2024	001-1310-413.52-20	TONER FOR CHECK PRINTER	EFT:	114.18
222451					VENDOR TOTAL *	.00	114.18
0004613 04012024	00	SUMNER, JULI 001283		001-1140-411.52-20	REIMBURSEMENT	58.99	
			_		VENDOR TOTAL *	58.99	
0004785 3875461	00	SUMNERONE, I 001300	INC 00 04/04/2024	501-4110-441.43-02	COPIER MAINT PROGRAM	EFT:	46.50
					VENDOR TOTAL *	.00	46.50
0004482 407285	00	SUPERION, LL PI0149 008381	L 00 04/01/2024	602-1340-413.47-05	ASP-TECHNICAL-ACCESS FEES	EFT:	9,993.35
					VENDOR TOTAL *	.00	9,993.35
0000203 45083	00	SUPERIOR BOW 001301	VEN ASPHALT, L.L. 00 04/04/2024	C. 521-4230-442.31-15	ASHPALT	EFT:	1,380.67
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VENDOR TOTAL *

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PROGRAM: GM339L AS OF: 04/05/2024 PAYMENT DATE: 04/04/2024 CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0099999 00 SYKES, MARILYN 000069435 UT 00 03/28/2024 501-0000-229.00-00 FINAL BILL REFUND 72.19 VENDOR TOTAL * 72.19 0000174 00 TAPCO PRODUCTS CO. EFT: 226.30
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 193.05 .00 770.33 VENDOR TOTAL * 0003689 00 TEMPLETON, SHANNON 03122024 001292 00 04/04/2024 601-1230-412.46-01 KERIT MILEAGE REIMB 28.14 VENDOR TOTAL * 28.14 EFT: 485.41 VENDOR TOTAL * .00 485.41 0003962 00 TRANSLATIONPERFECT.COM 11878 001301 00 04/04/2024 001-1330-413.31-15 INTERPRETER EFT: 219.00 .00 219.00 VENDOR TOTAL * 0004951 00 TRICKETT, JOHN 04012024 001282 00 04/04/2024 001-3110-431.52-20 REIMBURSEMENT 14.98 VENDOR TOTAL * 14.98 0002067 00 TURN-KEY MOBILE, INC INV-71412 001293 00 04/04/2024 001-2120-421.61-09 NEW CAR BUILD #133 EFT: 3,292.00 .00 VENDOR TOTAL * 3,292.00 0002594 00 USD # 231 GARDNER EDGERTON 1100 001306 00 04/04/2024 001-6110-461.47-53 PIONEER RIDGE MS GYM EFT: 478.75 .00 478.75 VENDOR TOTAL * 0000026 00 USIC LOCATING SERVICES 00 051C LOCATING SERVICES
651311 001302 00 04/04/2024 001-3120-431.31-15 LOCATES
651307 001302 00 04/04/2024 001-3120-431.31-15 PW LOCATING SERVICE
651310 001300 00 04/04/2024 501-4130-441.40-06 LOCATES
651307 001302 00 04/04/2024 501-4130-441.40-06 ELECTRIC LOCATING SERVICE
651307 001302 00 04/04/2024 521-4230-442.40-06 LINE MAINT WATER
651307 001302 00 04/04/2024 521-4230-442.40-06 LINE MAINT WATER
651309 001300 00 04/04/2024 531-4330-443.31-15 LOCATES FOR FIBER OPTIC
651307 001302 00 04/04/2024 531-4330-443.40-06 LINE MAINT WASTEWATER
651307 001302 00 04/04/2024 531-4330-443.40-06 LINE MAINT WASTEWATER VENDOR TOTAL * .00 27,658.59 0099999 00 VERENICE MALDONADO

EXPENDITURE APPROVAL LIST

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PROGRAM: GM339L AS OF: 04/05/2024 PAYMENT DATE: 04/04/2024

CITY OF GARDNER

 VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO		ACCOUNT	ITEM DESCRIPTION	CUECK	EFT, EPAY OR HAND-ISSUED AMOUNT
			DAIE		DESCRIPTION	AMOUNT	
0099999	00	VERENICE MAI					
67166373		001295	00 04/04/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	85.00	
					VENDOR TOTAL *	85.00	
0000289	00	VIKING INDUS					
15649		001306	00 04/04/2024	001-6110-461.52-20	CP-BATHROOM SUPPLIES	EFT:	1,163.73
15648		001306	00 04/04/2024	001-6120-461.52-01	PLASTIC BAGS - SHOP	EFT:	329.45
					VENDOR TOTAL *	.00	1,493.18
0000366	00	WARDROBE CLE				100 50	
03302024ST	ГМ	001300	00 04/04/2024	001-2120-421.42-02	DRY CLEANING	422.50	
0004006	0.0				VENDOR TOTAL *	422.50	
0004226	00		CURITY SERVICES	FO1 4100 441 42 00		77. T.	205 00
87564			00 04/04/2024	501-4120-441.43-02	SECURITY CAMERA REPAIR VIDEO SECURITY MONITORING	EFT:	385.00
87662		001300	00 04/04/2024	501-4120-441.31-15	VIDEO SECURITY MONITORING	EFT:	443.96
0000001	0.0				VENDOR TOTAL *	.00	828.96
0003221 95775223	00	WEX BANK 001298	00 04/04/2024	001-0000-341.02-00	REBATES-MISC REVENUES PD ADMIN FUEL PD OPERATIONS FUEL PD SERVICE EXPENDITURES PD SERVICE EXPENDITURES ACO FUEL STREETS & STORM FUEL PW ADMIN FUEL P&R FUEL COMM DEV FUEL BUILDING MAINT FUEL FLEET FUEL	EFT:	107.95-
95775223		001298	00 04/04/2024	001-2110-421.52-09	PD ADMIN FUEL	EFT:	359.54
95775223		001298	00 04/04/2024	001-2120-421.52-09	PD OPERATIONS FUEL	EFT:	5,403.13
95775223		001298	00 04/04/2024	001-2120-421.43-05	PD SERVICE EXPENDITURES	EFT:	2,748.31
95775223		001298	00 04/04/2024	001-2120-421.43-05	PD SERVICE EXPENDITURES	EFT:	9.99
95775223		001298	00 04/04/2024	001-2130-421.52-09	ACO FUEL	EFT:	50.00
95775223		001298	00 04/04/2024	001-3120-431.52-09	STREETS & STORM FUEL	EFT:	1,899.67
95775223		001298	00 04/04/2024	001-3130-431.52-09	PW ADMIN FUEL	EFT:	281.87
95775223		001298	00 04/04/2024	001-6120-461.52-09	P&R FUEL	EFT:	1,203.81
95775223		001298	00 04/04/2024	001-7120-471.52-09	COMM DEV FUEL	EFT:	139.96
95775223		001298	00 04/04/2024	603-3150-431.52-09	BUILDING MAINT FUEL	EFT:	137.28
95775223		001298	00 04/04/2024	605-3116-431.52-09	FLEET FUEL	EFT:	32.34
					VENDOR TOTAL *	.00	12,157.95
0005402 03292024	00	ZACH RICHTER 001294		001-6110-461.47-53	SOCCER OFFICIAL TRAININGS	345.00	
I					VENDOR TOTAL *	345.00	
					VENDOR TOTAL ***	343.00	104 054 22

HAND ISSUED TOTAL ***

TOTAL EXPENDITURES ****

GRAND TOTAL **************

EFT/EPAY TOTAL ***

COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 3

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: JASON BRUCE, PARKS AND RECREATION DIRECTOR

Agenda Item: Consider authorizing the City Administrator to enter into a contract

with Sands Construction Company for construction of the South

Center Street Trail Project.

Strategic Priority: Infrastructure and Asset Management

Fiscal Stewardship Quality of Life

Promote Economic Development

Department: Parks and Recreation

Staff Recommendation:

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

Background/Description of Item:

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

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

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

Financial Impact:

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

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

Attachments:

- Bid Tabs
- Contract

Suggested Motion:

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

BID TAB FOR: South Center Trail replacement PR5003

Bid Opening: March 14th, 2024 (10:00 AM)

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

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

AGREEMENT BETWEEN CITY AND CONTRACTOR

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

RECITALS.

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

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

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

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

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

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

AGREEMENT

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

- 1.1 <u>Contractor's Work.</u> 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.
- With respect to this Agreement, the Contractor shall employ the following key personnel: <u>David Schmidt</u>
- c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
- d. The Contractor shall designate Steve Sands as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- e. City shall designate <u>John Trickett (913-856-0920)</u> 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 <u>Computation of Time.</u> 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 <u>Damages for City Delay.</u> 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:

CONTR	RACT AM	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).

- Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.
- c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \$633,589.40.

- 4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:
 - 1) Ten (10) percent until construction is substantially complete;
 - 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.
- 4.3 All invoices should be sent to <u>City of Gardner, Public Works Department, 120 E.</u>

 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:

- 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;
- 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:

- If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
- If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
- 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.
- City reserves the right, in its sole discretion and for its convenience and d. 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.
- 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, nonowned 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:

- 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:
 - Carries a Best's policyholder rating of A or better;

AND

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

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

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

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

22.0 Independent Contractor.

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

23.0 Compliance with Laws.

- 23.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- 23.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

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

To Contractor: (Contractor Provide)

27.0 Amendments.

- 27.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.
- 27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:
 - 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 15 day of April , 2024	have executed this Agreement on this
CITY OF GARDNER, KANSAS	CONTRACTOR
	ASS-de
James Pruetting, City Administrator	(Name, Title)
ATTEST:	Steve Sands, Owner Sands Construction, LLC
Renee Rich, City Clerk	STO MITED LIABILITY CO
APPROVED AS TO FORM:	AUGUST 2014
Ryan Denk, City Attorney	***************************************

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 4

MEETING DATE: APRIL 15TH, 2024

STAFF CONTACT: PETE CAPPELATTI, BUILDING MAINTENANCE SUPERVISOR

Agenda Item: Consider authorizing the City Administrator to execute a contract with KC

Wholesale Carpet for the replacement of carpet in City Hall

Strategic Priority: Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

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

Background/Description of Item:

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

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

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

Financial Impact:

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

Attachments Included:

Agreement

Suggested Motion:

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

AGREEMENT

1.0 <u>Term of Agreement.</u>

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

2.0 Termination.

- 2.1 <u>Termination Without Cause.</u> Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.
- 2.2 <u>Termination for Cause.</u> Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 2.3 <u>Delivery of Work Product and Final Payment Upon Termination.</u> In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to <u>Section 10.1</u> (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 <u>Authority to Terminate.</u> The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Parks and Recreation Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

- 3.1 <u>Consultant's Specified Services.</u> The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.3 Assigned Personnel.

- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Brent Mordhorst, Store Manager, Samantha McCoy

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

4.0 <u>Time of Performance.</u>

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

5.0 Payment.

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

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

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

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

8.0 <u>Insurance.</u>

- 8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:
 - □ Workers' Compensation and Employer's Liability Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

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

- 8.2 The City shall be named as additional insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 8.3 Industry Ratings The City will only accept coverage from an insurance carrier who offers proof that it:
 - 1) Is licensed to do business in the State of Kansas;
 - 2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 <u>Facilities and Equipment.</u>

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

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

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

13.2 Open Records.

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

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

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

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

15.0 Compliance with Laws.

- 15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- 15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

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

17.0 Confidentiality.

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

18.0 Notices.

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

To City: Attn: Pete Cappelatti, Building Maintenance Supervisor

120 E. Main St Gardner, KS 66030

To Consultant: Attn: Brent Mordhorst, Store Manager

12619 Metcalf Avenue Overland Park KS, 66213

19.0 Amendments.

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

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

20.0 No Third Party Beneficiaries.

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

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

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

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

24.0 Costs and Attorney Fees.

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

25.0 Severability.

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

26.0 Authority to Enter into Agreement.

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

27.0 Incorporation of Appendices.

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

28.0 Entire Agreement.

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

29.0 Governing Law and Venue.

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

IN WITNESS WHEREOF, the parties April, 2024.	hereto have executed this Agreement on this 15th day of
CITY OF GARDNER, KANSAS	CONSULTANT
Jim Pruetting, City Administrator	Its Authorized Agent, Brent Mordhorst, Store Manager
ATTEST:	
Renee Rich, City Clerk	-
APPROVED AS TO FORM:	
Ryan Denk, City Attorney	

EXHIBIT A - SCOPE OF SERVICES

Define Scope of Services - Be Specific as Possible Include Work Timeframe Include Definition/Explanation of Acceptance of Work

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

EXHIBIT B-FEES

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

COUNCIL ACTION FORM CONSENT AGENDA ITEM No. 5

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Consider authorizing the purchase of six new vehicles through the Mid-

America Council of Public Purchasing (MACPP) fleet program and associated collateral equipment under the City's Vehicle and Equipment

Replacement Policy

Strategic Priority: Infrastructure and Asset Management

Fiscal Stewardship

Department: Public Works Fleet

Staff Recommendation:

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

Background/Description of Item:

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

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

Vendor	Make	Model	Total Bid
Landmark Dodge (MACPP	Dodge	Tradesman ½	\$125,997
competed pricing)		ton x 3	
	Dodge	Tradesman	\$91,010
		3/4 ton x 2	
	Jeep	Compass	\$33,552

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

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

Financial Impact:

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

Suggested Motion:

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

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 6

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider approving new reorder point and quantity stock levels and

authorizing the implementation of the 2024 Electric Distribution

Purchasing Program

Strategic Priority: Increase Infrastructure and Asset Management

Fiscal Stewardship

Department: Utilities – Electric Distribution

Staff Recommendation:

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

Background/Description of Item:

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

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

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

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

60.5 Exceptions to the bidding process:

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

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

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

Financial Impact:

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

Attachments:

- 2024 Critical Inventory List
- Anixter Quote

Suggested Motion:

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

Electric Distribution Critical Inventory List

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

Electric Distribution Critical Inventory List

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

Total inventory cost difference \$ (130,687.62)



4600 Kansas Ave. Kansas City, KS 66106

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

CUST #: 289

BILL TO: GARDNER CITY OF

PUBLIC WORKS DEPT. 1150 E SANTA FE ST GARDNER, KS 66030

QUOTE

ORDERED	BY	QUOTE DATE	QUOTE NO.			
		03/29/24	6004798-00			
P.O. DATE		P.O. NUMBER		PAGE NO.		
03/29/24	750	Class Wire Quot	e	1 of 1		
SALES RE	EP TAKEN BY F			REIGHT OUT		
CMYM		CANL	NO			



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

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

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

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website.

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon time from such products being available for delivery or pick-up.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 7

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider an appointment to the Utility Advisory Commission

Strategic Priority: Quality of Life

Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

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

Background/Description of Item:

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

Suggested Motion:

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

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION ITEM No. 1

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider adopting ordinance approving a rezoning from ACP-2 (Activity

Center Planned General Business) District to ACP-2 (Activity Center Planned General Business) District; for potential commercial development of 1.44 acres located at the northeast corner of S Gardner Rd and W 187th

Terrace

Strategic Priority: Economic Development; Asset and Infrastructure Management

Department: Community Development

Planning Commission Action/Recommendation:

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

Staff Recommendation:

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

Background/Description of Item:

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

Financial Impact:

None

Other Impacts:

None

Attachments included:

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

Suggested Motion:

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

ORDINANCE NO. 2798

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

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

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

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

CASE NO. 24-304-01

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

Legal Description:

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

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

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

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

PASSED by the Governing Body this 15th day of April, 2024.

SIGNED by the Mayor this 15th day of April, 2024.

(SEAL)	CITY OF GARDNER, KANSAS		
	Todd Winters, Mayor		
Attest:			
Renee Rich, City Clerk			
Approved as to form:			
Ryan B. Denk, City Attorney			
(Case No. 24-304-01)			



Regular Agenda

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

Staff Presentation

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

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

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

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

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

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

The staff recommends approval of all the deviation requests.

Applicant Presentation

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

Public Hearing

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

Motion made to close the public hearing.

Motion: Commissioner Cooper Second: Commissioner Combs Motion carries unanimously 7-0



Commission Discussion

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

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

Commissioner Cooper then asked about bushes and headlight height.

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

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

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

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

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

Commissioner Meder had concerns about the parking requirements being met.

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

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

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

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

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

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

Andy confirmed that they have permission from corporate to build.

Motion: Rezoning and Associated Preliminary Development Plan

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

Motion: Commissioner Meder Second: Commissioner Souza Motion carries unanimously 7-0



Motion: Final Development Plan

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

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

Motion: Commissioner Jueneman Second: Commissioner Cooper Motion carries unanimously 7-0

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

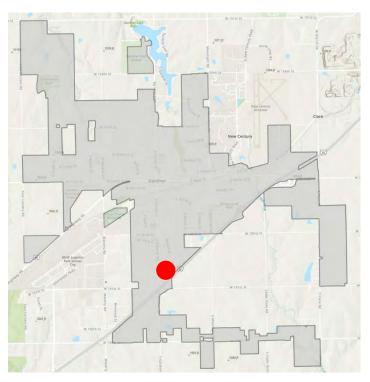


Project Name: Plaza South Lot 3 Taco Bell

PROJECT NUMBER	24-304-01	
REQUEST	PLAZA SOUTH LOT 3, TACO BELL	
APPLICANT	FIRST STREET DEVELOPMENT	
OWNER	PLAZA SOUTH DEVELOPERS, LLC	
ADDRESS	NA	
PARCEL ID	CP73560000 0003	

Executive Summary

PRESENT ZONING:	ACP-2	
PROPOSED ZONING:	ACP-2	
PRESENT LAND USE:	VACANT	
PROPOSED LAND USE:	RESTAURANT	
TOTAL SITE AREA:	1.44 ACRES	
EXISTING LOT #:	1	
PROPOSED LOT #:	2	
PROP BUILDING TYPES:	SMALL COMMERCIAL	





Staff Recommendation

Staff recommends approval of application 24-304-01, a Rezoning and associated Preliminary Development Plan and Final Development Plan for Taco Bell with the condition(s) in the recommended motions.



Context:

Background/History

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

Surrounding Zoning and Land Use

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

Utilities / Infrastructure

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

Roadway Network & Vehicular Access

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

Sidewalks

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

Review Criteria

Zoning Map Amendment (LDC Section 17.03.030 B.)

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



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

Preliminary Development Plan (LDC Section 17.03.040 C.)

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

Final Development Plan (LDC Section 17.03.040 C.)

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

Staff Findings

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



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

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

Deviations

1. 17.08.030 (A.) Site and Landscape Standards

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

Proposed: Relocate required plantings on site.

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

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

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

Standard: No street facing drive-through service window.

Proposed: Provide service window on south side of building adjacent to 187th Terrace.

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

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

3. 17.07.040 General Commercial Transparency

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

Proposed: 10% glazing around the entire building.

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

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



Potential Actions

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

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

Recommended Motions

Rezoning and Associated Preliminary Development Plan

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

Final Development Plan

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

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

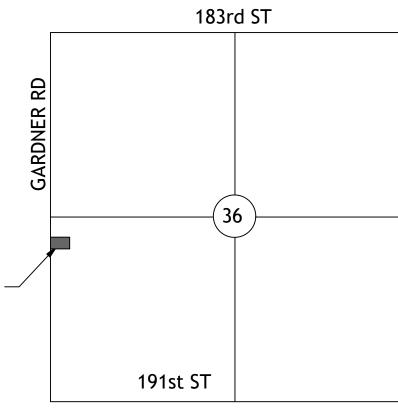
Attachments

1. Preliminary and Final Development Plan Packet

PRELIMINARY DEVELOPMENT

PLANS FOR LOT 3 PLAZA SOUTH

GARDNER, KANSAS



SECTION MAP SEC 36, T 14, R 23

UTILITIES

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

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

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

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

183rd ST PROJECT LOCATION 191st ST

UTILITY STATEMENT:

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

SAFETY NOTICE TO CONTRACTOR

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

WARRANTY/DISCLAIMER

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

CAUTION- NOTICE TO CONTRACTOR

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

LEGAL DESCRIPTION

LOCATION MAP

TRACT 1:

LOT 3, PLAZA SOUTH, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS. TRACT 2:

PERMANENT ACCESS EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND CROSS TRAFFIC GRANTED TO THE OWNERS AND OCCUPANTS AND THEIR GUESTS, AS PROVIDED BY THE PLAT OF PLAZA SOUTH, FILED IN BOOK 202003, PAGE 002888. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT. TRACT 3:

A PERPETUAL, NON-EXCLUSIVE CROSS-EASEMENT AND RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS OVER AND ACROSS THE PRIVATE STREETS AND SIDEWALKS AS PROVIDED IN THE INSTRUMENT LABELED "PRIVATE STREET ACCESS, MAINTENANCE, AND DEVELOPMENT AGREEMENT" FILED IN BOOK 201908, PAGE 001884. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT



INDEX OF SHEETS

C-1 COVER SHEET

PROJECT LOCATION

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

DEVELOPER

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

OWNER

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

ENGINEER

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

SURVEYOR

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

rification of actual elements, conditions and dimensions is required.

SM Engineering

Manhattan Kansas, 66503 smcivilengr@gmail.com 785.341.9747

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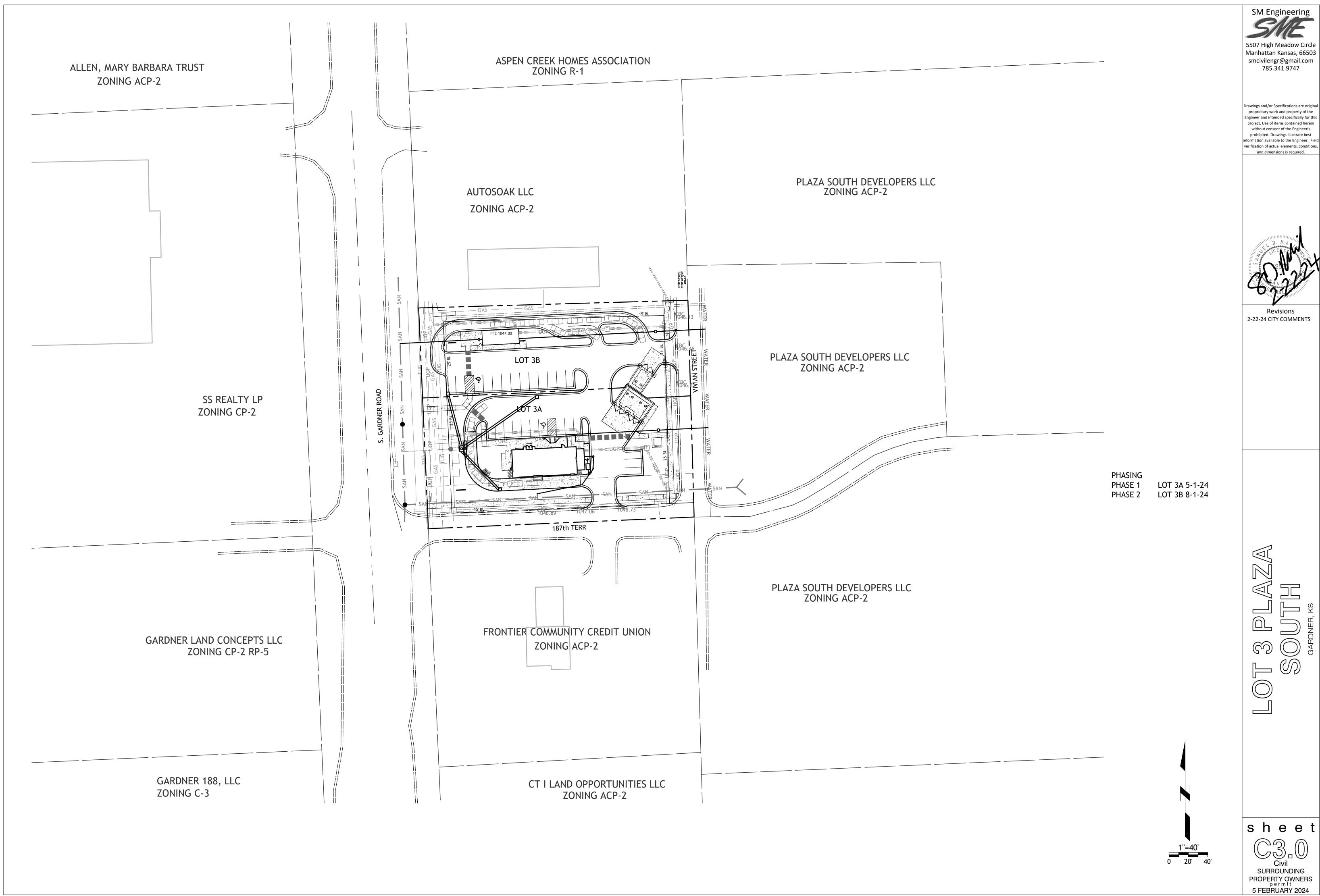
Revisions 2-22-24 CITY COMMENTS



sheet CONCEPT HH

permit 5 FEBRUARY 2024

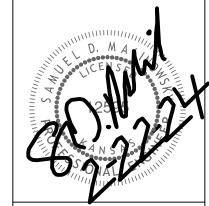
SAMUEL D. MALINOWSKY PROFESSIONAL ENGINEEER

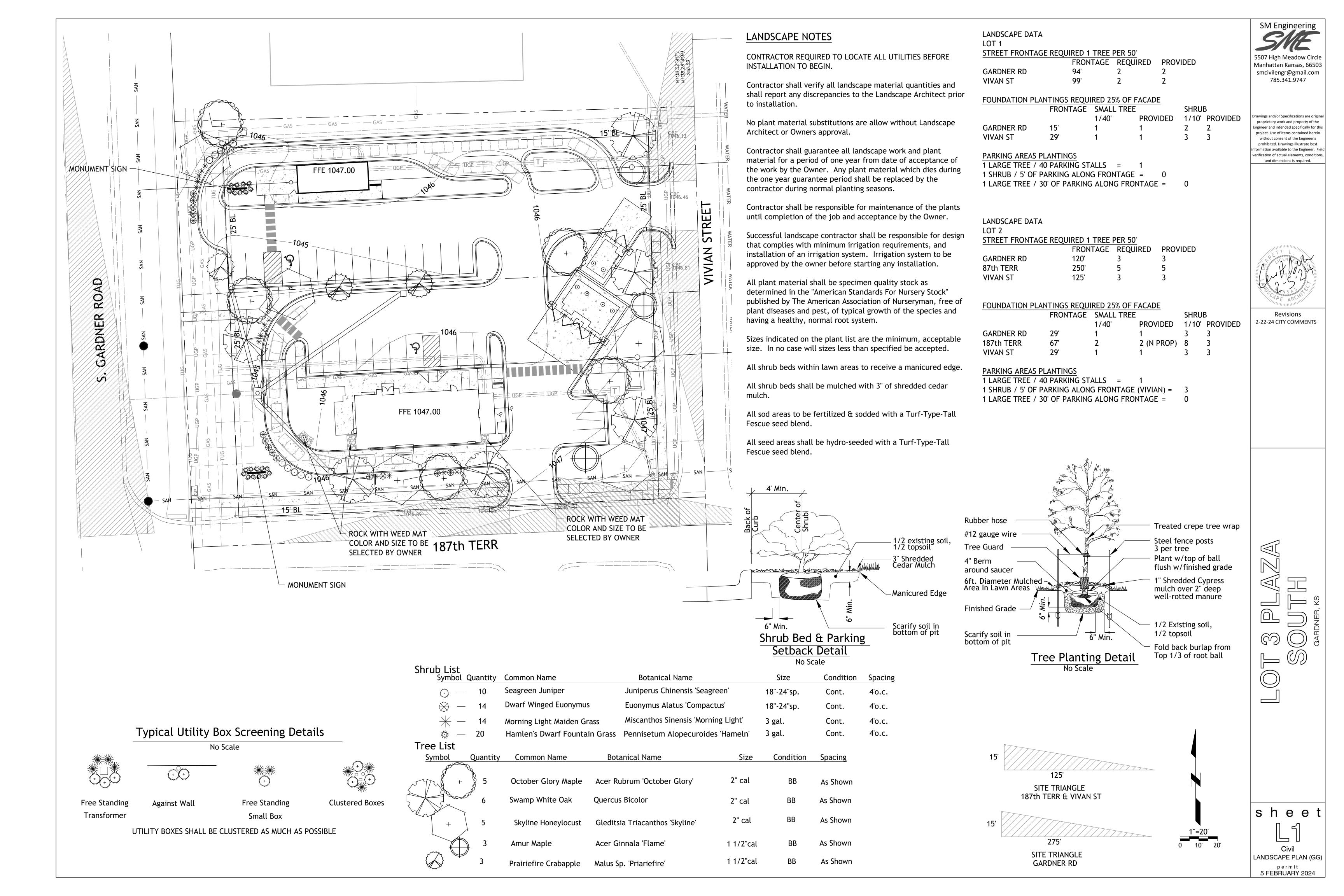


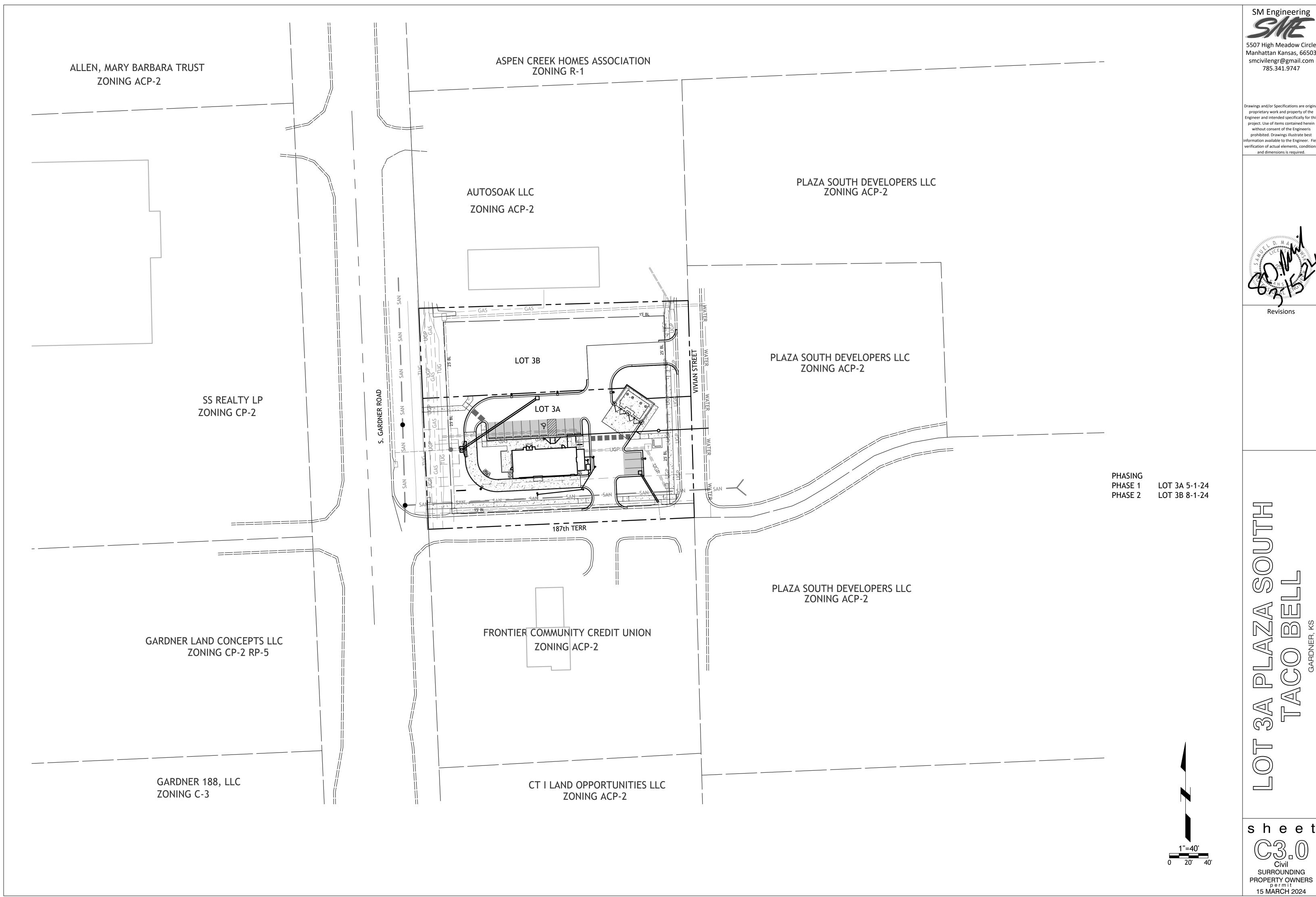
SM Engineering

Manhattan Kansas, 66503 smcivilengr@gmail.com 785.341.9747

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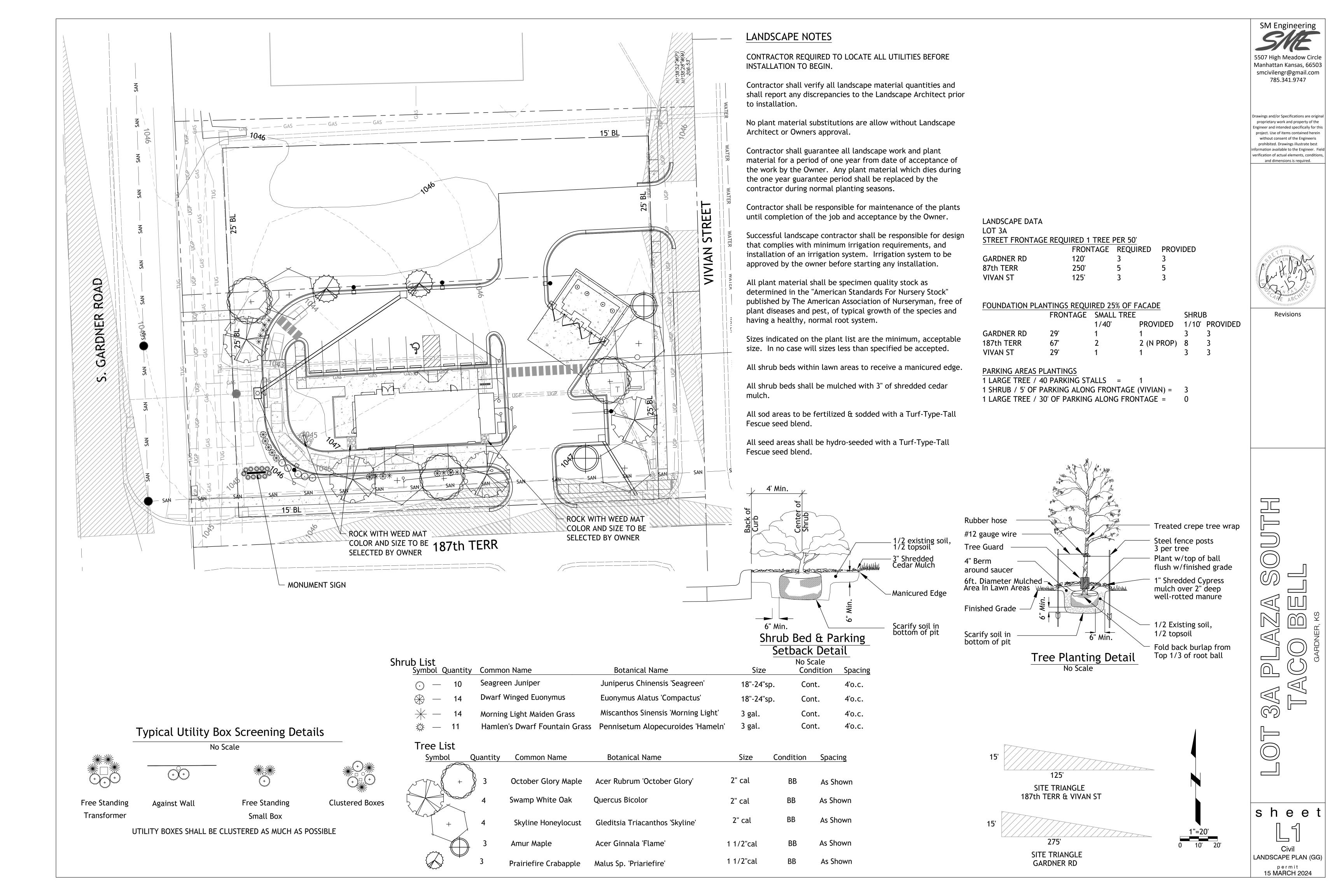


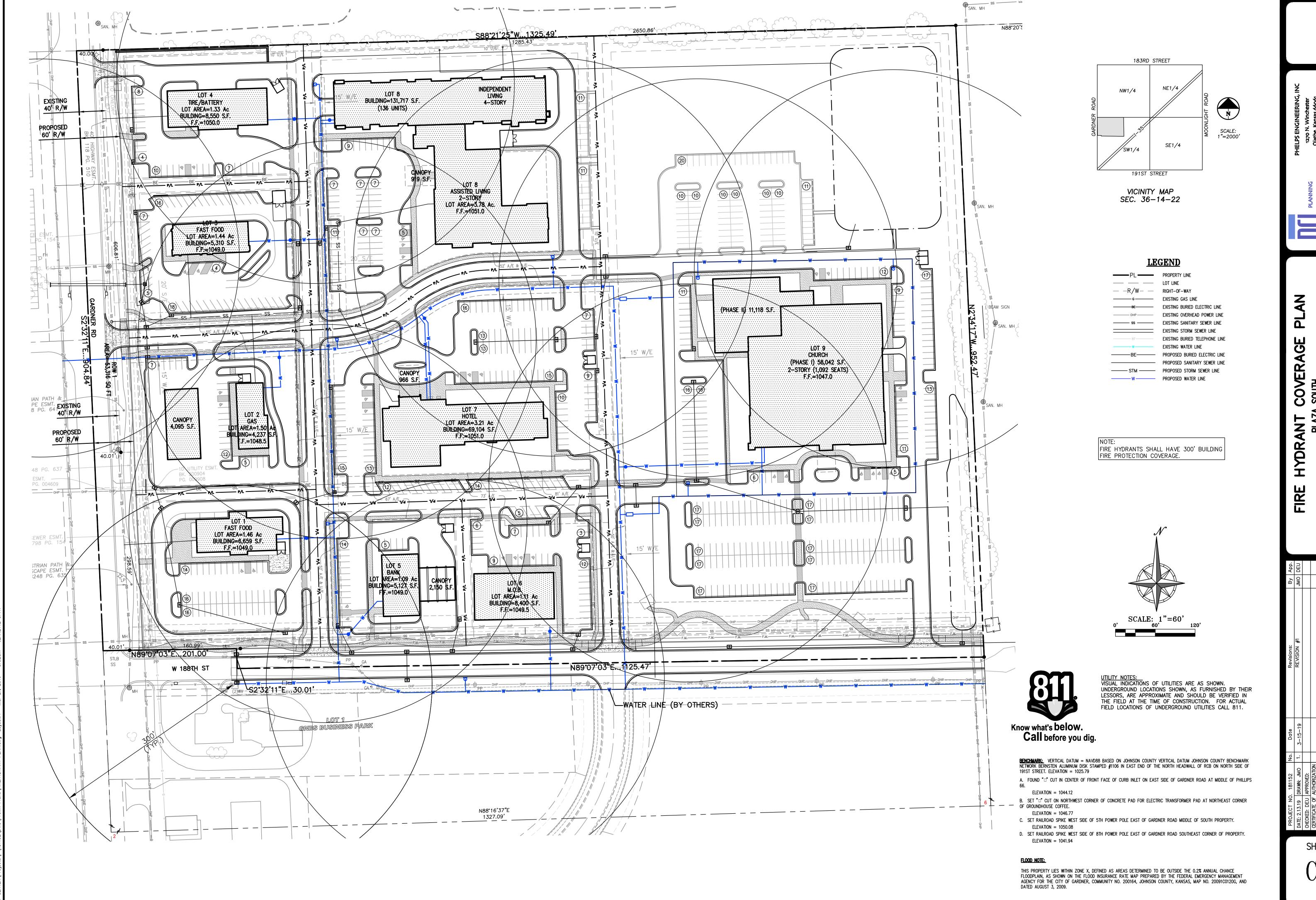
Manhattan Kansas, 66503

smcivilengr@gmail.com 785.341.9747

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SHEET







A220 - COLORED ELEVATIONS



NORTH ELEVATION

SCALE: 1/4"= 1'-0"

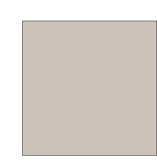




SIDING HARDIE REVEAL PANEL Reveal Panel System Purple (SW/TB2603C)



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



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



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



STOREFRONT OLD CASTLE Dark Bronze





WALL SCONCES TROY 17"X14" Wall mount sconce, OLD silver finish, medium base

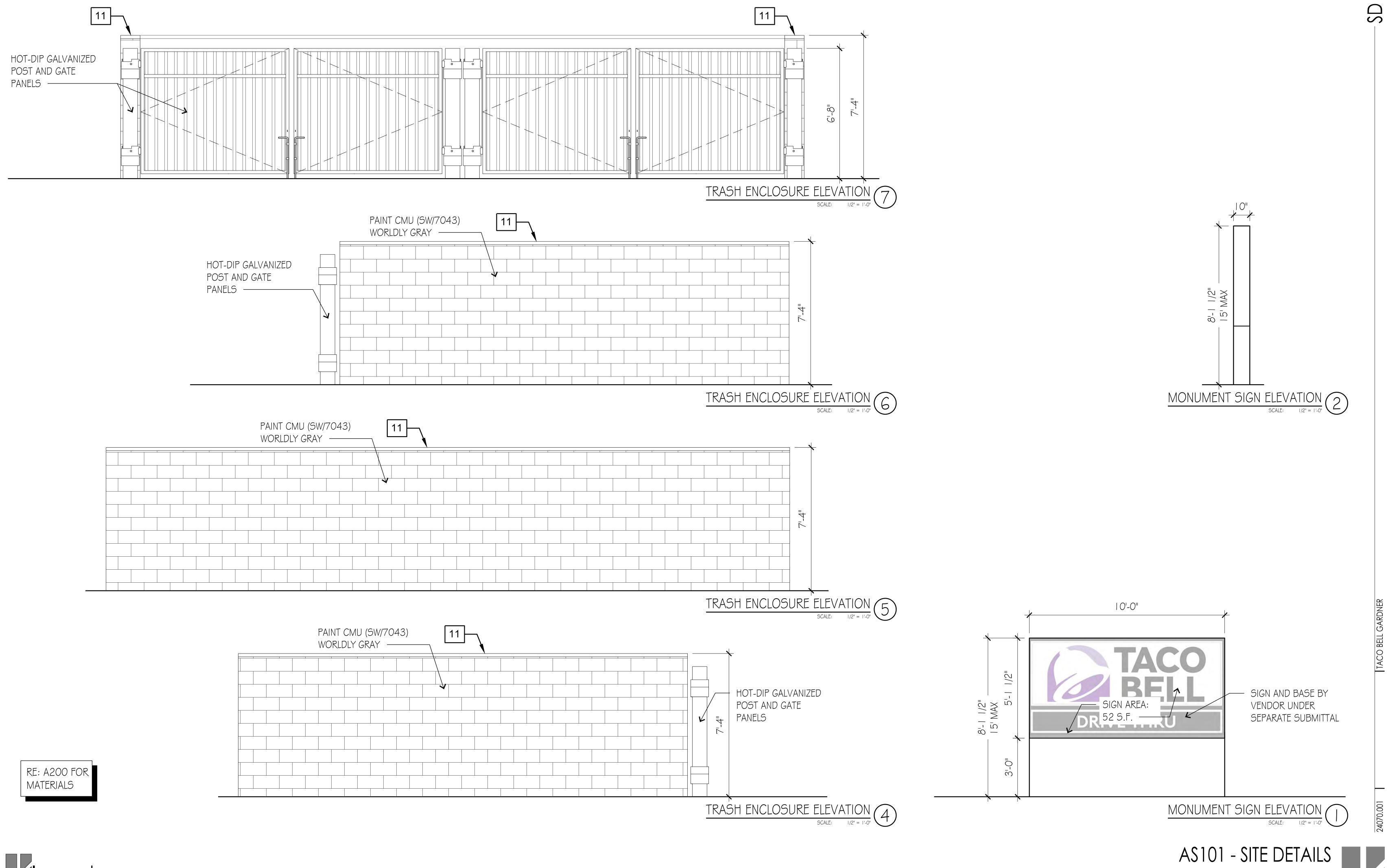
MATERIAL BOARD



SIGNAGE

BY SIGN VENDOR

socket, 100 watt max



kloverarchitects

AS 101 - SITE DETAILS

SCALE: 1/2"=1'-0"

TACO BELL GARDNER 01.26.24

COUNCIL ACTION FORM New Business Item No. 1

MEETING DATE: APRIL 15, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

SHANNON TEMPLETON, HUMAN RESOURCES MANAGER

Agenda Item: Consider authorizing the City Administrator to execute an agreement with

Gravie and for approving the city's contributions to health, vision, dental,

and life insurance programs

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

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

Background/Description of Item:

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

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

Proposed Contribution Strategy					
	Employee	Employee	Employee +	Family	
	Only	+ Spouse	Child(ren)	raining	
20-29	\$ 468.00	\$ 540.00	\$ 765.00	\$ 1,053.90	
30-39	\$ 630.00	\$ 675.00	\$ 1,206.90	\$ 1,831.50	
40-49	\$ 662.00	\$ 749.70	\$ 1,260.00	\$ 2,282.40	
50-59	\$1,054.00	\$1,771.20	\$ 1,527.30	\$ 2,454.30	
60+	\$1,214.00	\$2,081.70	\$ 1,912.50	\$ 2,610.00	
				,	
HSA	\$1,500	\$3,000	\$3,000	\$3,000	

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

Financial Impact:

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

Suggested Motion:

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