

**Utility Advisory Commission Regular Meeting**  
Agenda  
Thursday, June 6, 2024  
7:00 pm – Gardner City Hall Council Chambers

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**PRESENTATION**

1. Electric Master Plan

**PUBLIC COMMENT**

**CONSENT AGENDA**

1. Standing approval of the minutes as written for the April 4, 2024 meeting of the Utility Advisory Commission.

**OLD BUSINESS**

**NEW BUSINESS**

1. Consider a recommendation to the City Council the purchase of a 2024 Compact Excavator for the Electric Distribution Department.

**DISCUSSION ITEMS**

1. APPA Reliability Report
2. Project Updates

**OTHER BUSINESS**

**ADJOURNMENT**

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**PRESENTATION**

**MEETING DATE: JUNE 6, 2024**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Electric Master Plan Presentation

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**Background:**

Director Garcia will conduct a presentation on the Electric Master Plan.

**UTILITIES ADVISORY COMMISSION STAFF REPORT CONSENT AGENDA ITEM #1**  
**MEETING DATE: JUNE 6, 2024**  
**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Standing approval of the minutes as written for the April 4, 2024 meeting of the Utilities Advisory Commission.

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**Background:**

The draft minutes for the April 4, 2024 Utilities Advisory Commission meeting are attached.

**Staff Recommendation:**

Staff recommends approval of the minutes for the April 4, 2024 meeting of the Utilities Advisory Commission.

**Attachments:**

- Draft minutes of the April 4, 2024 Utilities Advisory Commission meeting.

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION  
GARDNER, KANSAS**

Page No. 2024-04  
April 4, 2024

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on April 4, 2024, at City Hall. Present were Chairperson Barbara Coleman, Vice Chairperson Bryce Augustine, Commissioner Nate Plahn and Utilities Department Director Gonzalo Garcia. Utilities Specialist Erin Groh was not in attendance.

**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Chairperson Barbara Coleman.

**CONSENT AGENDA**

- 1. Standing approval of the minutes as written for the February 1, 2024, meeting of the Utility Advisory Commission.**

Motion by Commissioner Plahn seconded by Vice-Chairperson Augustine, to approve the Consent Agenda.

Motion carried 3-0 Aye

**NEW BUSINESS**

- 1. Consider a recommendation to the City Council to authorize the City Administrator to execute a supply contract for the materials for Circuit 31 Overhead Powerline Rebuild. (CIP EL4000)**

Director Garcia discussed how the existing one mile of three-phase overhead power line is located on the north side of the RR tracks that runs west from 120 S. Moonlight Rd. (Substation 2) to 135 W. Warren St. (Former Old Cramer's Products Bldg.) This line was constructed over 40 years ago and has reached its useful life expectancy. We have had issues in the past of the phases slapping together from high wind storms. When that happens, it blinks the circuit which causes the substation recloser to open and close causing customer's lights to flicker on and off. The power line was constructed with 8 ft. cross arms and the neutral wire was installed below the phases. The new power line will be constructed with 10 ft. cross arms and 50 ft. poles with the neutral wire installed above the phases for lightning protection. The new power line will be installed where the existing power line is located.

This circuit serves all of our businesses on the south side of Main St. from S. Center St. to S. Moonlight and residential customers as well. This circuit provides the means to "Back-Feed" one feeder circuit from the other in the event that one of the circuits is damaged. This connection follows Best Management Practices to provide system redundancy and improved system reliability.

City staff issued an Invitation to Bid for Circuit 31 Overhead Powerline Rebuild EL4000. The invitation was published in The Gardner News and on the City's website, and also picked up by multiple plan rooms. A total of three (3) companies requested the bid documents, and one (1) company submitted a bid, which was opened on March 1, 2024.

The submitted bid for the Circuit 31 Overhead Powerline Rebuild.

<b>Vendor</b>	<b>Total Cost Tax Included</b>
Anixter Inc.	\$136,949.29

**RECORD OF PROCEEDINGS  
OF THE UTILITY ADVISORY COMMISSION**

**GARDNER, KANSAS**

Page No. 2024-05

April 4, 2024

The quoted prices are subject to escalation/de-escalation at time of shipment due to market fluctuations of metal prices.

Commissioner Plahn felt that after 40 years it was time to replace the line. Augustine asked how long it takes to get the material and Garcia said that he didn't have the information at the time of the meeting.

Motion by Vice-Chairperson Augustine, seconded by Commissioner Plahn to approve a recommendation to the City Council to accept the bid from Anixter, Inc. for the materials for Circuit 31 Overhead Powerline as received on March 1, 2024 and authorize the City Administrator to execute the supply contract for the purchase amount of \$136,949.29 plus insurance shipping charges. The quoted prices are subject to escalation/de-escalation at time of shipment due to market fluctuations of metal prices.

Motion carried 3-0 Aye

**DISCUSSION ITEMS**

**1. Project Updates.**

Garcia gave an update on the Kill Creek Resource and Recovery Facility (WWTP) and said that Crossland Heavy Contractors is procuring a guaranteed maximum price and once we have that price we can proceed with phase 2. The guaranteed maximum price will be presented to Council and must be approved first before proceeding to the second phase. Currently it is in the design phase.

For the new intake structure at Hillsdale Lake, Burns and McDonnell has been selected to do the design build, phase I. They will come up with an actual proposal and come up with the cost of the construction.

For the Fats, Oils and Grease Program (FOG), the department started a new cycle of FOG permits and inspections and fees were due April 14<sup>th</sup>. Staff is conducting annual inspections of facilities. Chairperson Coleman asked if they are due every year and Garcia confirmed that fees and inspections are due each year. Reminder letters have been sent out.

The Line Maintenance building [at the Utilities Campus on Santa Fe St] known as Option I has been approved by City Council and they also approved Option II which includes Electric [Distribution]. All of Utilities will be under one roof. The main benefit of having everyone together is it will help issues be resolved faster since it will be easier to get a hold of people more quickly. In addition, Line Maintenance is needing more space.

Chairperson Plahn asked for an update on Gardner tying into Johnson County Water. Garcia said that is the 183<sup>rd</sup> St Interconnect and he stated that the department received back signed easement documents and now we are waiting on the actual specifications of the construction that would take place. Hopefully that will come in about a month or so.

At Kane Street there is a water line that has asbestos or some similar material so we are trying to replace that piece of water line. Approximately 500 feet of pipe have been replaced but there is about 2500 feet that needs to be replaced, so it is still being worked on.

Cedar Niles Lift Station & Forcemain - A site survey has been done on it which will be used to layout all easement documents to start the easement document creation. It goes from Clare Rd to the lift station on 191<sup>st</sup> St.

Winwood Park Relief Sewer Project- It is a project to alleviate some bottlenecks we have from the East Lift Station going to the North Lift Station. The design is 30% done. The easement documents will be created

and acquisition will be moving forward as the design proceeds towards 90% review submittals. In order to increase the flow out to Kill Creek WWTP, the sewer line needs to be fixed to move the sewer towards the plant.

Backflow- First round of reminder letters went out in March via Naviline (software City uses). Chairperson Coleman asked what the deadline is for the Backflow and Garcia said June 1<sup>st</sup>.

Augustine asked for an update on the big issue on south Moonlight that there was a while back [due to a water outage affecting residents] and Garcia said we identified the valve that was not on the GIS which since has been updated. Augustine said he thought some were not showing up and recorded correctly and just wanted to ask about it. Garcia said that at Elm Street recently there were two water breaks two days apart. Garcia said that there was money budgeted to fix up to \$250,000 of water mains and at the meeting Garcia couldn't say exactly which sections will be replaced, but the areas that need to be replaced will be identified in the next year.

**2. Electric Reliability Report- 1<sup>st</sup> Quarter 2024.**

Director Garcia discussed the Electric Reliability Report using the APPA standards. The data reported in the meeting is as follows:

APPA Reliability Indexes

	SAIDI (Minutes/Year)	CAIDI (Minutes/Year)	ASAI (% based on year)	MAIFI (Interruptions per year)	SAIFI (Interruptions per year)	Customers Affected	Interruptions Per Mile (150.8 Miles)
<b>Target</b>	< 90 minutes	< 190 minutes	≥ 99.98 %	TBD	TBD		
<b>2021</b>	107 minutes	230 minutes	99.98 %	0.0012	0.2889 %	8947	317.84
<b>2022</b>	41 minutes	97 minutes	99.99 %	0.0049	0.1658 %	9181	409.18
<b>2023</b>	21 minutes	39 minutes	99.99 %	6.391	0.543 %	5004	30.51
<b>January 2024</b>	1 minute	91 minutes	99.99 %	0.0000	0.0110 %	104	0.68
<b>February 2024</b>	3 minutes	18 minutes	99.99 %	0.0113	0.0005 %	1461	9.28
<b>March 2024</b>	0 minutes	51 minutes	99.99 %	0.0011	0.0001 %	1	0.006
<b>YTD</b>	4 minutes	23 minutes	99.99 %	0.0125	0.165 %	1566	10.38

Garcia said that he is still waiting for Nexgrid to provide him information on how they calculate the MAIFI and SAIFI and why they numbers are so low. He said that he compared March 2024 and for some reason for the past three years March has been a low occurrence month. Maybe it is due to it being a warm month.

Augustine said he likes seeing the data from the APPA and he would also like to see a comparison between March 2023 and March 2024 to compare those numbers.

**3. Sewer 1<sup>st</sup> Quarter Repair Report 2024.**

Director Garcia presented the Wastewater Collection report for the 1st quarter of 2024. Line maintenance staff completed 9 sanitary sewer line repairs affecting 9 customers, with 2 due to roots, 5 due to residents' issues and 2 due to other issues. The average workday response time was 19 minutes and the average workday repair time was 1 hour and 8 minutes. The average after-hours response time was 18 minutes

and the average after-hours repair time was 1 hour and 4 minutes. The overall average response time was 18 minutes and the overall average repair time was 1 hour and 6 minutes.

#### **4. Water 1<sup>st</sup> Quarter Repair Report 2024**

Director Garcia presented the Water Distribution Repairs Report for the 1<sup>st</sup> quarter of 2024. Line maintenance staff completed 14 water distribution service repairs affecting 110 customers: 3 due to line failure; 1 due to valve failure, 1 due to damage by others, 1 due to residents' issues, and 8 due to other issues. The average workday response time was 25 minutes and the average workday repair time was 3 hours and 25 minutes. The average after-hours response time was 1 hour and 41 minutes and the average after-hours repair time was 12 hours and 7 minutes. The overall average response time was 1 hour and 8 minutes and the overall average repair time was 8 hours and 23 minutes.

Chairperson Coleman asked if fiber companies hitting the water lines had become an issue and if the city is compensated. Garcia said that the several lines had been hit and normally the fiber companies have to get a plumber to fix the lines and if we have to fix anything then we will bill the fiber companies to be reimbursed.

#### **OTHER BUSINESS**

Director Garcia said that per the attendance policy for the UAC, commissioners cannot miss three consecutive meetings without a valid excuse. In a year, commissioners cannot miss more than 1/3 of the meetings. Vice-Chairperson Augustine asked if the City Council is trying to fill the openings and Commissioner Plahn said that it is listed on the city website.

#### **ADJOURNMENT**

Motion by Commissioner Plahn, seconded by Vice-Chairperson Augustine to adjourn the meeting at 7:28 p.m.

Motion carried 3-0 Aye

/s/ \_\_\_\_\_ Erin Groh

Utilities Specialist  
City of Gardner Utilities Department

**UTILITY ADVISORY COMMISSION STAFF REPORT      NEW BUSINESS ITEM # 1**  
**MEETING DATE:      JUNE 6, 2024**  
**STAFF CONTACT:      GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:**      Consider a recommendation to the City Council the purchase of a 2024 Compact Excavator for the Electric Distribution Department.

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**Background:**

The present 2007 Hitachi Compact Excavator was purchased used from Commercial Capital, LLC in 2009 and is nearing its useful service life. The unit is primarily used for dirt construction involving the installation of the electric infrastructure. It is an essential component for daily scheduled work activities and projects.

**Informal Solicitations:**

City of Gardner purchasing policy states employees with delegated purchasing authority shall utilize informal solicitations for the purchase of any materials, services, or professional services not to exceed a cost of \$75,000.00. Employee with delegated purchasing authority shall attempt to obtain written (fax, e-mail, etc.) quotes from a minimum of three (3) vendors. Purchases of materials or services shall be awarded to the vendor supplying the lowest responsible and responsive quote or as determined to be most advantageous to the city.

The submitted quotes for the 2024 Compact Excavator.

<b>Vendor</b>	<b>Compact Excavator</b>	<b>5 Year Warranty</b>	<b>Total Cost Tax Included</b>
Coleman Equipment, Inc.	Kubota	Yes	\$63,111.08
K.C. Bobcat	Bobcat	Yes	\$68,237.96
Foley Equipment	CAT	Yes	\$68,008.08

**Financial Impact:**

Funding for the equipment is available from the Electric 2024 O&M Budget.

**Staff Recommendation:**

Approve a recommendation to the City Council to accept the bid from Coleman Equipment Inc. for a 2024 Compact Excavator and authorize the City Administrator to execute the contract for the purchase amount of \$63,111.08 plus insurance and shipping charges. Final pricing and applicable programs will be established at delivery.

**Attachments:**

- KC Bobcat Quote
- Coleman Equipment Inc. Quote
- Foley Equipment Quote





Quotation Number: **JH512773**  
 Quote Sent Date: **May 06, 2024**  
 Expiration Date: **Jun 05, 2024**  
 Prepared By: **Jim Hicks**  
 Phone: 8163654669  
 Email: [jhicks@kcbobcat.com](mailto:jhicks@kcbobcat.com)

Customer  
**GARDNER CITY OF**  
 329 MEADOWBROOK CIRCLE  
 GARDNER, KS, 66030  
 Phone: +1 913 856 7535

Contact

Dealer  
**K.C. Bobcat, Blue Springs, MO**  
 1450 SE US 40 HWY  
 BLUE SPRINGS, MO, 64014

Item Name	Item Number	Quantity	Price Each	Total
<b>E35 25HP R2-Series Bobcat Compact Excavator</b>	M3409	1	53,205.00	53,205.00
<b>Standard Equipment:</b> 24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Arm Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls				
<b>Cab Deluxe Package</b> <i>Included:</i> Cab Deluxe Package:, Standard Arm, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm	M3409-P11-C12	1	10,822.00	10,822.00
<b>Hydraulic X-Change - Long Arm</b>	M3409-R06-C04	1	2,433.00	2,433.00
<b>Hydraulic Clamp - Long Arm - Class III w/ Diverter Valve</b>	M3409-R08-C15	1	4,605.00	4,605.00
<b>Hydraulic Angle Blade</b>	M3409-R12-C02	1	3,216.00	3,216.00
<b>Long Arm</b>	M3409-R03-C02	1	1,768.00	1,768.00
<b>18" MX3 XCHG TEETH</b>	7323842	1	1,496.00	1,496.00

<b>60 Month/3000 Hour Full Extended Warranty</b>	9986419	1	2,500.00	2,500.00
Total for E35 25HP R2-Series Bobcat Compact Excavator				<b>80,045.00</b>
Quote Total - USD				80,045.00
Dealer P.D.I.				200.00
Freight Charges				1,275.00
Destination Charges				100.00
Discount				
<i>Municipal Discount</i>				-19,288.00
Sales total before Taxes				62,332.00
Taxes				5,905.96
<b>Quote Total - USD</b>				<b>68,237.96</b>

<b>Customer Acceptance:</b>	
Quotation Number: JH512773	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>

Sales • Rental • Service • Parts • Tools

Bonner Springs - Lee's Summit - Smithville

www.ColemanEquip.com



PO #:	
Document #:	100-29548
Date:	5/7/2024

Salesman:	Landon Harper
Ship Via:	Coleman Trucking
Location:	Bonner Springs

<b>City Of Gardner- Electric Distribution</b>		
1450 E. Santa Fe. Street		
Gardner	KS	66030
Contact:	Baldwin, Bruce (913) 856-0985	

Ship To:		
1450 E Santa Fe Street		
Gardner	KS	66030

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
<b>(78692)</b>									
Kubota KX033-4R3A Excavator, Cab Heat A/C, Angle Blade (SN:KBCCZ48CCP3J20659)	1.00	\$63,488.00	\$63,488.00		\$63,488.00	\$6,015.49	\$69,503.49		
<b>Extended Warranty</b>									
2 Year Extended Warranty on KX033-4R3A	1.00	\$2,200.00	\$2,200.00		\$2,200.00	\$208.45	\$2,408.45		
<b>K7874-620</b>									
Kubota K7874 18" Q. A. Excavator Bucket SN:	1.00	\$1,616.00	\$1,616.00		\$1,616.00	\$153.12	\$1,769.12		
<b>Installed Accessory / Option</b>									
Parts & Labor: Seatbelt Kit K9943A	1.00	\$104.00	\$104.00		\$104.00	\$9.85	\$113.85		
<b>Installed Accessory / Option</b>									
Parts & Labor: Hydraulic Thumb K7910A	1.00	\$3,963.00	\$3,963.00		\$3,963.00	\$375.50	\$4,338.50		
<b>Installed Accessory / Option</b>									
Parts & Labor: Quick Coupler K7870A	1.00	\$1,400.00	\$1,400.00		\$1,400.00	\$132.65	\$1,532.65		
<b>Installed Accessory / Option</b>									
Parts & Labor: Waterproof Radio	1.00	\$600.00	\$600.00		\$600.00	\$56.85	\$656.85		
<b>Manufacturer Discount/Rebate</b>									
Sourcewell Discount	-1.00	\$16,937.04	(\$16,937.04)		(\$16,937.04)	(\$1,604.79)	(\$18,541.83)		
<b>Dealer Fee</b>									
Dealer Assembly, Freight, PDI	1.00	\$1,330.00	\$1,330.00		\$1,330.00		\$1,330.00		



Sales • Rental • Service • Parts • Tools

Bonner Springs - Lee's Summit - Smithville

www.ColemanEquip.com

PO #:	
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Date:	5/7/2024



Salesman:	Landon Harper
Ship Via:	Coleman Trucking
Location:	Bonner Springs

<b>City Of Gardner- Electric Distribution</b>		
1450 E. Santa Fe. Street		
Gardner	KS	66030
Contact:	Baldwin, Bruce (913) 856-0985	

Ship To:		
1450 E Santa Fe Street		
Gardner	KS	66030

Item Number	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
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Price on this sales quote is an estimate and is subject to change.

Final pricing and applicable programs will be established at delivery

Order cancellation and refund of deposits may be available in the event of a price increase for non-special ordered products between the date of the quote and the date of delivery

Summary of Charges	
\$56,433.96	Taxable
\$1,330.00	Non-Taxable
\$57,763.96	Subtotal
\$5,347.12	Sales Tax
\$63,111.08	Total

<b>Customer Signature</b>	<b>Date</b>
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Exempt Tax Cert #:	
Expiration Date:	

Printed:5/7/2024 11:34 AM



# SALES AGREEMENT

DATE Feb 15, 2024**Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211**

CUSTOMER	CITY OF GARDNER PUBLIC WORKS DEPARTMENT			
STREET ADDRESS	120 E MAIN			
S O L D	CITY/STATE	GARDNER, KS	COUNTY	JOHNSON
	POSTAL CODE	66030	PHONE NO.	913-856-7325
T O	EQUIPMENT	BRUCE BALDWIN		
	PRODUCT SUPPORT	BRUCE BALDWIN		
INDUSTRY CODE:	LEGISLATIVE BODIES	PRINCIPAL WORK CODE		
	(CITY/COUNTY) (9121)			

CUSTOMER NUMBER	013342	Sales Tax Exemption # (if applicable)	N/A	CUSTOMER PO NUMBER (For reference only)	
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)									
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0				
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	0	OPTIONAL BUY-OUT	\$0.00		

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 303.5	YEAR: TBA			
STOCK NUMBER: TBA	SERIAL NUMBER: TBA				
303.5 07A CR MHE CFG4C	640-7505	525-4465 CAT KEY, WITH PASS CODE OPTION		601-9418 CAMERA, CAB	
LANE 2 - AVAIALBLE FROM SAGAMI FACTORY		592-5475 MONITOR NEXT GEN, CAMERA READY		521-9512 LIGHTS, LED, FRONT&REAR	
LANE 3 - AVAILABLE FROM SAGAMI FACTORY		558-1760 LINES, BOOM W/O BLCV		557-1709 SOFTWARE, PROPORTIONAL CONTROL	
		558-1763 LINES, STICK W/O SLCV		557-1710 SOFTWARE, STICK STEER CONTROL	
INCLUDES:		575-2776 LINES, BUCKET, LONG STICK		557-1713 SOFTWARE, CODED START	
558-1751 303.5 07A CR HYD EXCAVATOR		575-4420 CONTROL, 1ST AUX, JOYSTICK		542-1495 2 WAY CONTROL	
576-2961 ENGINE, EPA TIER 4F		568-5200 TRAVEL LEVERS AND PEDALS		558-1744 ALARM, TRAVEL	
568-5199 BLADE, ANGLE, BOCE		558-1770 CAB, WITH HEAT AND A/C		569-3572 INSTRUCTIONS, ANSI	
592-1442 CWT EXTRA, 250KG (550LBS)		599-7202 SEAT BELT, 76MM (3") RETRACTABLE		541-4787 FILM, PRODUCT LINK, ANSI	
571-9661 STICK, LONG, W/ THUMB BRACKET		594-7890 FLOORMAT, CAB, W/TRAVEL		578-0230 FILM, CAB A/C	
558-1754 BOOM, STANDARD		542-8886 BOOM LIGHT, LED		595-3179 FILM, ROPS, ISO	
571-9665 UNDERCARRIAGE, FIXED, ANGLE BLD		573-4364 DRAIN, ECOLOGY		542-1504 FILM, INC. CANADA	
566-2914 TRACK, 300MM (12"), RUBBER		546-1520 HYDRAULIC OIL, STD		NOTE: "Fixed EOC Cab/Angle Blade Configuration"	
571-9088 LINKAGE, BUCKET, W/LIFTING EYE		588-2227 ACCUMULATOR		BK308DP24 - 0P0227	0P0227
519-9265 SEAT, SUSPENSION, FABRIC		575-7225 LINES, 1ST AUX, LONG STICK		TH303H - 0P0227	0P0227

TRADE-IN EQUIPMENT		SELL PRICE	
MODEL: _____	YEAR: _____	SN: _____	\$97,069.50
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	EXT WARRANTY \$1,299.50
MODEL: _____	YEAR: _____	SN: _____	CSA \$700.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	SOURCEWELL DISCOUNT 20% OF LIST (\$19,673.80)
MODEL: _____	YEAR: _____	SN: _____	CUSTOMER LOYALTY DISCOUNT (\$13,500.00)
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	<b>NET BALANCE DUE \$65,895.20</b>
MODEL: _____	YEAR: _____	SN: _____	PDI/MAKE READY \$2,112.88
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	<b>PLUS APPLICABLE TAXES CALCULATED AT DELIVERY \$68,008.08</b>

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

ACH Information:  
 Bank = Wells Fargo NA  
 ABA number 121000248  
 Account number 4121956387  
 Email remittance advice to ACHPMTS@foleyeq.com  
 Customer responsible for all applicable taxes at the time of delivery.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:          24 Month 2000 Hour Premier</p> <p>5 Year Premier Warranty 3000 Hours with 15 Miles Round Trip Travel EP240509-001</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p> <p>_____</p> <p>_____</p>	

CSA: CVA BASIC NO OIL 1000 HOURS/2 YEAR

NOTES: Attached Quote Based on CAT/Sourcwell 2024 NP Pricing Agreement #011723-CAT

This order is not valid until approved by Sales Manager

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE**

ORDER RECEIVED BY

Lynd, Adam

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF GARDNER PUBLIC WORKS DEPARTMENT

PURCHASER

SALES MANAGER

BY

SIGNATURE

TITLE

# TERMS AND CONDITIONS

**1. Agreement.** This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

**2. Payment and Representations.** Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

**3. Delivery and Taxes.** Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

**4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

**5. Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

**6. Rental Purchase Option.** If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

**7. Laws.** This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

**8. Privacy Statement.** Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites—for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at <https://www.caterpillar.com/en/legal-notice/data-governance-statement.html> you agree to its terms as it may be revised from time to time.

**9. Consignment.** If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

**10. Assignment and Entire Agreement.** Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials \_\_\_\_\_

**UTILITY ADVISORY COMMISSION STAFF REPORT**

**DISCUSSION ITEM #1**

**MEETING DATE: JUNE 6, 2024**

**STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM: APPA Electric Reliability Report**

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**Background:**

Staff will discuss the current Electric Reliability reliability report.



### APPA Reliability Indexes

	SAIDI (Minutes/Year)	CAIDI (Minutes/Year)	ASAI (% based on year)	MAIFI (Interruptions per year)	SAIFI (Interruptions per year)	Customers Affected	Interruptions Per Mile (150.8 Miles)
<b>Target</b>	< 90 minutes	< 100 minutes	≥ 99.98 %	<0.5	<0.7		
<b>2021</b>	107 minutes	230 minutes	99.98 %	0.0012	0.2889 %	8947	317.84
<b>2022</b>	41 minutes	97 minutes	99.99 %	0.0049	0.1658 %	9181	409.18
<b>2023</b>	21 minutes	39 minutes	99.99 %	6.391	0.543 %	5004	30.51
<b>January 2024</b>	1 minute	91 minutes	99.99 %	0.0000	0.0110 %	104	0.68
<b>February 2024</b>	3 minutes	18 minutes	99.99 %	0.0113	0.0005 %	1461	9.28
<b>March 2024</b>	0 minutes	51 minutes	99.99 %	0.0011	0.0001 %	1	0.006
<b>April 2024</b>	0 minutes	75 minutes	99.99 %	0.0000	0.00105 %	10	0.066
<b>May 2024</b>	0 minutes	54 minutes	99.99 %	0.0000	0.0133 %	127	0.842
<b>YTD</b>	<b>4 minutes</b>	<b>25 minutes</b>	<b>99.99 %</b>	<b>0.0125</b>	<b>0.179 %</b>	<b>1703</b>	<b>11.29</b>

#### Definitions

**SAIDI (System Average Interruption Duration Index)** - indicates the total duration of interruption for the average customer during a predefined period of time.

**CAIDI (Customer Average Interruption Duration Index)** - represents the average time required to restore service.

**ASAI (Average Service Availability Index)** - represents the fraction of time ( in percentage) that a customer has received power during the defined reporting period

**MAIFI (Momentary Average Interruption Frequency Index)** - indicates the average frequency of momentary interruptions

**SAIFI (System Average Interruption Frequency Index)** - indicates how often the average customer experiences a sustained interruption over a predefined period of time.

**UTILITY ADVISORY COMMISSION STAFF REPORT      DISCUSSION ITEM #2**  
**MEETING DATE:      JUNE 6, 2024**  
**STAFF CONTACT:      GONZALO GARCIA, UTILITIES DIRECTOR**

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**AGENDA ITEM:** Project Updates

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**Background:**

Director Garcia will discuss current developments of projects.