



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, July 1, 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 July 1, 2024 to cityclerk@gardnerkansas.gov.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on June 17, 2024.
2. Standing approval of City expenditures prepared June 13, 2024 in the amount of \$614,640.56; and June 21, 2024 in the amount of \$1,020,593.72.
3. Consider authorizing the execution of a contract with Kansas Heavy Construction, LLC to construct turf taxiway improvements at the Gardner Municipal Airport.
4. Consider authorizing the execution of the KDOT Airport Modernization Supplemental Grant Agreement for CIP project AP3011, Gardner Municipal Airport Turf Taxiway Construction.
5. Consider authorizing the execution of a contract with McAnany Construction, Inc. to construct the Center Street Rehabilitation, 167th Street to Warren Street Project.

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

None

OLD BUSINESS

None

NEW BUSINESS

1. Consider adopting a resolution regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.
2. Consider authorizing the City Administrator to execute an Amendment to the Professional Services Contract for George Butler Associates, Inc. (GBA) for the Design and Environmental Clearance of the Cedar Niles Lift Station Improvements Project, Project No. WW8013.
3. Consider a resolution designating the Legal Record as the official city newspaper for the city of Gardner, Kansas.

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



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

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

Page No. 2024 – 63

June 17, 2024

The City Council of the City of Gardner, Kansas met in regular session on June 17, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Council President Mark Baldwin presiding. Present were Councilmembers 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. Mayor Todd Winters was absent.

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

PLEDGE OF ALLEGIANCE

Council President Baldwin led those present in the Pledge of Allegiance.

PRESENTATIONS

1. 2023 Audit and Annual Comprehensive Financial Report

Finance Director Matt Wolff said this is the 20th year the city has prepared an Annual Comprehensive Financial Report. The previous nineteen annual financial reports were award winners. In our continued pursuit of excellence, this report will be submitted for a Certificate of Achievement for Excellence in Financial Reporting with the Government Finance Officers Association. The city's independent auditing firm, Allen, Gibbs & Houlik, L.C. completed the audit of the 2023 financial records. Brian Holst, Allen Gibbs & Houlik, shared the results of the 2023 Audit. There were three letters of required communication sent to the governing body summarized in his presentation. The financial statement of opinion was that of an unmodified opinion. Mr. Holst thanked the city's finance staff for their hard work on the audit. The full presentation can be found here: <https://www.youtube.com/watch?v=aHzdP47cQPE>

2. Revised 2025 Budget Presentation

Finance Director Matt Wolff said the budget process started in March when he presented the preliminary results on the year end financial report for 2023, then in April we discussed the Outside Agency budget requests and Capital Improvement Program. Tonight, we will be focusing on the budget policy and what is driving the overall budget and the tax levy funds. July 1st is for the consideration of a resolution to exceed the revenue neutral rate and setting a public hearing. A new addition to the budget calendar is a July 15th budget discussion on Enterprise Funds. The public hearings and approval process will vary depending on what council decides to do with the revenue neutral rate (RNR), those will be in August or September. In 2023, overall revenues have been pretty flat, so 2023 revenues were basically the same as 2022. We had to revise our projections down for 2024 and 2025. The revenue growth is about 3.2% over the three-year period. The forecast shows a revenue deficit in 2024, so this has revised our revenue projections downward for future years. Multiple budget cuts have already happened to cut around \$1.5M. These budget cuts along with the recent changes in health insurance will help correct the structural budget deficit in future years. The city has a large fund balance of 30% which started at 45% at the end of 2023 and is projected to spend down to 25% by 2029. The majority of the first five months of 2024 had sales tax revenue less than last year. MPR is no longer providing property and liability insurance for our electric assets, so we had to go out for coverage that came in higher than what was anticipated. Taking into account the increase in our general property liability insurance this year and increasing the budget to cover this and the coverage for the electric assets, the overall increase to these line items is about 25%. The combined line items for property and liability insurance total \$1.38M and premiums for 2025 have an increase of \$285,000 over the prior year. The total cost for these line items is only \$679,000 in 2023. We are the fastest growing city in the metro for cities with a population over 20,000 which puts a bigger strain on City staff to maintain current service levels. There were thirteen new position requests and after multiple meetings, we have narrowed this down to seven recommended positions. Of the seven, only four are in the general fund. Salaries are estimated and the cost of benefits and taxes will vary per position. We are requesting a merit increase of 3% and a 2.5% market adjustment in line with other jurisdictions around the area. Market adjustments affect vacant positions and new employees. Only employees hired prior to June 30 will be eligible for merit increases. Equipment upgrades and replacements include \$130,000 for a new generator for City Hall and a comprehensive package for the Police Department for body cameras, car camera systems, data storage, tasers, and facility recording system upgrades on a multi-year payment plan. The valuation estimates we got from

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

Page No. 2024 - 64

June 17, 2024

the county indicated an 8.9% increase. There are some pending tax appeals that could lower the estimated assessed value. Keeping a flat mill rate and capturing the valuation increase would increase property taxes on an average single-family home by about \$3.51 a month assuming the average home appraisal to be about \$325,000. RNR would decrease the mill rate by 1.494 mills and a mill is worth approximately \$344,000. The RNR would limit property taxes to the same dollar amount as the prior year and would also lower allocations of motor vehicle tax and county sales tax in future budgets. Several mill rate scenarios were shared for mill consideration. There are two tax levy funds: the general fund and the bond and interest fund (B&I). Essentially, the general fund is where it needs to be, so if we roll back mills, the focus would be on the B&I fund. We are seeking council direction on budget feedback and more importantly what mill levy scenario you would like to consider for July 1st and then we will set the public hearing. On July 15th we'll follow up with a budget discussion focused on the Enterprise Funds.

Councilmember Shute looks at the flat mill levy and compares to the ½ mill reduction and shows we would lose \$1.5M. Wolff said that reduction would restrict our bonding capacity. Shute says RNR does not work with high inflation and stagnate growth and won't work in a growing community. I believe we can live with the ½ mill reduction and the \$9M fiscal capacity. This would help with the problems our citizens are seeing with incomes being constrained and costs continuing to rise. Councilmember McNeer said if we give a ½ mill reduction, this would not increase the individual property taxes as much. Shute says RNR is not possible because we can't stop spending in a fast-growing community. This reduction may make us have to slow down or delay some of our projects so we can balance. Councilmember Wiehn says we were able to maintain last year and we still have some big projects to do at the major interchanges. Shute says if we look at ½ mill, we are erroring on the side of caution and trying to maintain while we are heading into a recession.

McNeer says we are going to have tighten the belt and live within our means. Shute says we may have to defer some of our capital projects until we know what the end of the year will look like. Deaton asks if we have to make the decision tonight or just give an idea of whether or not we are going to exceed RNR. Wiehn said when you look at mill levies across the state, we are by far the lowest. Shute said we are primarily residential and our housing valuations are lower than most of Johnson County. It's going to be a struggle when we don't have a high percentage of commercial. Wiehn just wants to caution of cutting and then having to raise later. Shute says if we have to make an adjustment, we go back to the community and put it on the ballot if we need to rather than trying to hold onto mills now. McNeer said we need to aggressively entice retail to come to town. Wiehn says we have to be above RNR. Baldwin says we have consensus on going above RNR. As a city, we can't make a product to sell and raise the price to make more money. So, you have to grow and try to grow at the same rate as everything else is going. What would have to be the projection if at the end of 2029, we want the projection to stay at 30%? Don't want to raise and hold onto money just in case, but if we could do something to stay at the 30%. Can we support a reduction this year or are we forcing a stair step later? Shute asked about the current bond rates. Wolff said he would have to look at what rate would have to be to stay at 30%. Wolff said when we are issuing bonds now, we are looking at 4-4.5% versus 2-2.5% we were seeing.

Administer Pruetting said to keep in mind when thinking about Capital Improvements that the driving force for G.O. Bonds is road improvements. We do not have an arterial road maintenance program and we are trying to fund that to a certain degree this year in this next process. If we have to do a break in access or significant improvements to 175th/Clare, excise tax is not designed to cover that and we are trying to find alternative methods of getting developers involved. But the \$10M we are discussing is the for improvements and it will fall short of what we need to make arterial bridge road improvements. We currently have three bridges and all of them are in design. 175th is going to have to change, Clare is going to change, and those things will test our capacity to issue G.O. Bond debt to cover those needs and if go down to \$9M, we are lowering what we have right now. Deaton asks if the \$10M worked this year or if we fell short. And when does the special sales tax for roads expire? Pruetting said that has been a discussion, but we could put it in the election in November which would be free, but we are working through the best time to take it to citizens. Deaton said when we think about roads, we have to consider worst case scenario if doesn't get approved by our citizens. Pruetting said it is similar to when the sales tax was created, there was no budgeted maintenance for our roads. And it is about \$500k short on an annual basis. Shute asked if we could model since we have a rough idea of what the total costs of the projects will be for the three interchanges. Pruetting said for the Moonlight bridge, we will have to determine whether or not we want that to be an interchange. At some point we will have to issue debt. McNeer said maybe people will have an easier time with a special sales tax if they know

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 65

June 17, 2024

what the money is going to bring. Baldwin said we first have to fix what is behind us even if there is a carrot ahead. The full presentation can be found here: <https://www.youtube.com/watch?v=NM6TJNCmB9M>

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 and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event at the Johnson County Fairground.**

Councilmember Deaton 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 and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event on June 30, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember Shute Seconded.

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

No members of the public came forward

Councilmember McNeer made a motion to close the public hearing.

Councilmember Deaton Seconded.

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

PUBLIC COMMENTS

Tim Brady, 235 W Colleen Dr, thanks the council for being public officials. He has been a Gardner resident for 42 years as well as a youth coach, helped spearhead the sales tax for the aquatic center, served on various committees and most recently served on Planning Commission. He is currently the Executive Director of the Gardner Edgerton Schools Foundation. Prior to that, he was a staff member of USD 231. We are a non-profit foundation that supports the district. I am not an employee of the district, but do work with school officials to provide support in a wide variety of ways to students and staff. As a 501c3, all of our funding comes from business, organizations, individuals, retirees, alumni and sometimes grants. Last week, I emailed you asking for help to offset expenses for a new initiative. We are establishing an Alumni Hall of Fame with our inaugural class coming in on September 7th. You will be invited to the event. We have three individuals being inducted, two of which are Gardner High School graduates and still reside in our community, they are: Shirley Bruce Brown, Class of 1965 and Dr. Roy Jensen, Class of 1976. I am asking you to approve \$1000 to go to the foundation so we can honor alumni. The City of Gardner will be formally recognized at the induction ceremony. The third inductee is an Edgerton Rural High School graduate, Ray Braun.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on June 3, 2024.**
- 2. Standing approval of City expenditures prepared May 30, 2024 in the amount of \$467,971.68 and June 6, 2024 for \$1,079,989.79.**
- 3. Consider authorizing an agreement with JEO Consulting Group for design of the Gardner Traffic Signal Interconnect Project.**

Councilmember Deaton 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

- 1. Consider accepting the dedication of right-of-way and easements on the final plat for Cypress Creek 3rd Plat.**

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 66

June 17, 2024

- 2. Consider accepting the dedication of right-of-way and easements on the final plat for Cypress Creek 4th Plat**
- 3. Consider accepting the dedication of right-of-way and easements on the final plat for Villas on Grand 1st Plat.**
- 4. Consider accepting the dedication of right-of-way and easements on the final plat for Grand Mission Estates 1st Plat.**

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

Councilmember Shute Seconded.

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

COMMITTEE RECOMMENDATIONS

1. Consider approving a conditional use permit for Nice Ice Baby at 312 W. Main St.

Community Development Director Dave Knopick said this property is zoned C1 and is approximately .4 acres. This property used to be a restaurant site and it is surrounded by residential. We recently had a conditional use permit here regarding a hibachi food truck. The difference is that was a year-round establishment and was tied to full service public utilities. In this case, Nice Ice Baby is proposing a seasonal use through the summer months. This is a vendor that is located across the street by Transport Brewery and has been sold to the current owner. At the public hearing, one neighbor did come and speak in support of the item. It was indicated that this vendor did go around to the citizens and talk to them in advance, so as a result of the evaluation by staff and the Planning Commission hearing on May 22, 2024, the Planning Commission is recommending approval of the proposed conditional use permit with thirteen conditions.

Justin Smith, 18525 Juniper St, I am the new owner of Nice Ice Baby. There is one item that was confusing in the communication with the planner regarding the length of the season. We requested the time frame to be April to September and everything has said May to August, so I would like to request that modification.

Deaton said the issues with the hibachi were around parking. Knopick said one of the conditions includes traffic and parking and if there are issues, we may have to bring the vendor back and re-evaluate. The exchange for the longer permit is the shorter season. Deaton asks if we would have to send this back to Planning Commission if we want to approve through September. Knopick said the council can make the adjustment to condition number four where it's indicated May through August. Technically council will be going against the recommendation of the Planning Commission, so you would need the two-third majority. McNeer asks what utilities would be needed. The applicant said they need water and electric. McNeer then asks if this would be subject to administrative review at the end of the first year. Knopick said they would do an evaluation, but not a formal administrative review. McNeer appreciates that the applicant had circulated through the neighborhood prior to submitting the application.

Shute asks about condition two stating applicant would need to submit a temporary use permit. The application would be reviewed and approved on January 1st each year. Knopick said the temporary use permit is because it is a food vendor. When the application is brought in, there would be an evaluation of the previous season, so if there are necessary changes, the applicant has plenty of time to modify the conditional use permit. Shute also mirrors Deaton's concerns about the markings for parking. Knopick said the property owner and the applicant are working to get that corrected. Baldwin asked about the hours being from 1 pm to 8 pm. The applicant said he had originally wanted to be open later, but there is some concern about lot lighting.

Councilmember Deaton made a motion to Adopt Ordinance No. 2803 approving conditional use permit 24-305-01 as recommended by the Planning Commission as amended with condition four to read between the months of April and September.

Councilmember McNeer Seconded.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 67

June 17, 2024

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2803.

Wiehn: Yes

Shute: Yes

McNeer: Yes

Baldwin: Yes

Deaton: Yes

OLD BUSINESS

NEW BUSINESS

1. Consider an ordinance of the City of Gardner, Kansas amending Section 114.2 of the “Standard Traffic Ordinance for Kansas Cities: Edition of 2023” relating to the operation of work-site utility vehicles, golf carts or micro utility trucks on city streets.

City Administrator Jim Pruetting said in May there was discussion about golf carts on city streets and we agreed to bring back options. This ordinance only addresses section 114.2, work site utility vehicles, golf carts and micro utility trucks which are in the same class under the STO and state statute. The first decision is whether or not we want to allow golf carts on city street and if so, the criteria would be: only on streets with a 25 mph or less speed limit; they are equipped with lights as required by state and local law; have a valid driver’s license; the owner must maintain insurance; and the number of occupants is limited to the number of seats factory installed. There is a map included that shows the streets that are 25 mph or less.

Steven Greti, 408 E. Shawnee St., disagrees with having golf carts on the street. There are too many kids and there will be a lot of kids getting hurt.

Councilmember Wiehn wants to know what the enforcement is going to be if there are kids driving? Does it go to the kid or back on the parents. Chief Waldeck said we would have to call the parents to come get them. If they are driving underage, they would be ticketed and their parents would have to come get them. Councilmember McNeer asks what would happen to the golf cart. Waldeck said they would not be able to leave with the golf cart, if we were not able to reach a parent or had to take the child into custody or take them home, we would have to impound the golf cart.

Deaton said if we make these legal, it will increase the number that are purchased and they will show up on the greenway trails and we don’t have the staff to patrol all of these. McNeer said the concern is the kids out there operating them and someone else’s kid gets hit. Baldwin said kids can already do these same things on their bikes and doesn’t feel like there will be an influx of new golf carts purchased. Kids should be monitored by their parents. Shute says we know kids are using them and it may be better if we had an area which included a golf course and areas around it to drive on. McNeer says maybe we need to take some more time to review this. Shute said if this is a solution looking for a problem, then we don’t want to do it. Deaton and Wiehn say our community is not laid out right and too broken up to make this safe. Wiehn feels we are too far apart and should review it later if we get additional information or requests. McNeer said if we decide to consider this, we need to be absolutely sure there is liability insurance, there should be a city registration, and a slow moving vehicle emblem requirement.

Councilmember McNeer made a motion to continue this item until the 2nd meeting in August.

Councilmember Shute Seconded.

Discussion continues and Deaton says she doesn’t understand the timeframe of this motion. Shute said it is to give the public more time to weigh in. reason for moving. Baldwin suggests we vote on it and then bring it back when someone pushes for it.

Councilmember McNeer withdraws his motion.

Councilmember Deaton made a motion to deny Ordinance No. 2804, an ordinance amending Section 114.2 of the “Standard Traffic Ordinance for Kansas Cities: Edition of 2023”.

Councilmember McNeer Seconded.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 68

June 17, 2024

With a majority of the Councilmembers voting in favor of the motion (4-1), the motion carried.

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

2. Consider approving adjustments to the city’s contribution strategy for health insurance.

Finance Director Matt Wolff said in April, a worksession was held to discuss the medical marketing results. On April 15th, the council authorized the City Administrator to execute an agreement with Gravie and the city’s contribution to the Health Reimbursement Account, Health Savings Account, vision, dental and life insurance programs. CBIZ and the city worked together to develop the contribution strategy assuming employees elected gold qualifying high deductible health plans and enroll the same amount of dependents that are currently enrolled. During the onset of enrollment, it was brought to our attention that unknown variables may result in employees moving from family to employee plus spouse coverage. The approved contribution for employee plus spouse under the age of 49 creates and significant and unreasonable financial strain. Employees are also seeing increases in deductibles and out of pocket maximums. Increasing the city’s contribution to health savings accounts will help provide additional assistance. The total estimated costs for all recommended changes is \$17,991.

Councilmember Deaton asked if these HSA contributions would go into effect in July. Wolff confirmed. Councilmember Baldwin asked if this would be an ongoing expense unless there are improvements in the marketplace. Wolff confirmed. Shute said this would be something we would need to review every year to see what the market looks like. Wolff said they estimate an 8% increase in most plans.

Councilmember Deaton made a motion to approve adjustments to the city’s contributions to the health insurance program.

Councilmember Shute Seconded.

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

3. Consider awarding the Progressive Design Build Phase II construction services contract to the Crossland Heavy Contractors, Inc. for the Kill Creek Water Resource Recovery Facility Expansion, CIP Project No WW8012.

Utilities Manager LeMire said we are completing phase I and we are moving into phase II. The history of the project was shared. Now we present the guaranteed maximum price for the construction of the project and move into phase II. An overview of the project is a new treatment train will mirror the existing treatment plant. This is a design build project and we will need to procure everything as quickly as costs continue to escalate. We continue to see rising costs of up to \$1M per item. We have to do the final design modifications and get that approved through KDHE. We have received our permit from KDHE for the next five years. Finance Director Wolff discussed financing. In May, council authorized both the use of general obligations bonds and to submit for a KDHE Revolving Loan application. The application has been submitted and will be evaluated for inclusion in the state’s 2025 fiscal year Intended Use Plan and their fiscal year begins in July. The full application review process could take up to three months. After the meeting, we talked to the design build team and asked them to continue to evaluate the cost of the project using both approaches. The cost of following the KDHE requirements is considerably higher than we initially anticipated. The cost of some of the components would increase up to 37%. The overall impact was estimated to be around \$6M to \$7M. This increase in project cost negated any potential savings we anticipated from the lower interest rate associated with the loan. Another concern with the KDHE Loan approach is the timing on the project. The long review and approval process could delay ordering of components and the start of the project. The project is already on a very tight timeline to be operational by spring 2026. Taking these things into account, I’m recommending that we proceed with using general obligation bonds for this project. The intention is to only use wastewater revenues.

Councilmember McNeer says KDHE has dictated this all the way, so he wonders what other surprises might we have along the way.

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

Page No. 2024 - 69
June 17, 2024

Councilmember Deaton made a motion to authorize the City Administrator to execute the Progressive Design Build Phase II construction services contract to the Crossland Heavy Contractors, Inc. for the Kill Creek Water Resource Recovery Facility Expansion, CIP Project No WW8012, in the amount of \$39,450,000.

Councilmember Shute Seconded.

4. Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during an event at the Johnson County Fairground.

City Clerk Rich said this is a request for a Waiver of the Distance as well as a temporary permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during an event at the Johnson County Fairground. This is an individual requesting the waiver and permit for the Santa Fe Disco Y Rodeo being held at the fairground on June 30, 2024. They have hired a private security company as well as contact with the Gardner Police Department for additional security. Upon approval of the council, this individual can send the application to Alcoholic Beverage Control for approval of a state temporary alcohol permit. Upon approval of the state, the city will then issue the temporary permit for the event to be held on June 30, 2024, from 3:30 pm to 9:00 pm. Councilmember Wiehn asked if there were any issues during the rodeo held last weekend. Chief Waldeck said there was only one disturbance.

Councilmember Shute made a motion to approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo to be held June 30, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.

Councilmember McNeer Seconded.

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

COUNCIL UPDATES

Community Development Director Knopick said there is a Planning Commission next Monday night.

Chief Waldeck said they are holding the Teen Police Academy with 9 kids from the Gardner area this week. All are eager to learn and it is going well.

Finance Director Wolff wants to thank staff for all their hard work on the audit. Thank you to Nancy, Jackie and Stephanie for all their work.

Administrator Pruetting said they are still doing debriefs on health insurance enrollment. It did not go as anticipated. We were told through the process there were going to be multiple companies to choose from and you could reduce the number through filters. The end result was we had one company to choose from for a gold plan. So what it meant was that company had a limited doctor and hospital network. If your docket or hospital was not on the plan, you had to go to a silver or bronze plan and when you do, the premium goes down and the deductible and maximum out of pocket goes up and goes way up. We had people with maximum out of pocket at \$19,200 versus \$3,200 on the gold plan. It did not go well in that regard, and we have about 90% enrolled that are in the same company. We are going to have to do this again in five or six months. Hopefully there will be additional alternatives to choose from. You could choose to go to healthcare.gov, but it would not be pre-tax. The other issue is that Children's Mercy is not on the gold plan. There are people that are not happy. The challenge will not only be retention, but recruiting. The sign-up process was not bad considering we had carpet being installed at the same time. We also need direction on the Gardner Edgerton Schools Foundation request.

Baldwin asks if we were oversold, is this an issue with Gravie or the third party that's helping up? Pruetting said our consultant was good at making it clear to Gravie that this is not what was expected. Everyone could have gone on the gold plan if they wanted to change doctors and prescriptions. A lot of people who had specific doctors not on the plan ended up taking silver or bronze plans and gambled that the additional out of pocket would not come to bear, which is a huge gamble. \$19,000 out of pocket is basically not having insurance unless something catastrophic happens. Hopefully as we work through this and we continue debrief meetings, we're able to better communicate what's available in six months. There is still a possibility that this one company may not available in

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 70

June 17, 2024

six months if they choose to get out of the market. Shute said his concern has been that the market is very fluid and there are companies that enter and leave the market, but lately it's more companies leaving. Ambetter is the primary carrier for Kansas and if you want to have any kind of flexibility of costs savings, you are on Ambetter. Pruetting said the consultant advised that the companies dictate whether or not they will offer pre-tax premium. Deaton said the complaints she received was that there was not enough time since it was originally sold that the deadline would be June 30. But, most plans required you to sign up by June 13th, which gave families less than two weeks to do the math and make those decisions and these were shocking numbers. When we do this again in January, is there any way we can start this process earlier. McNeer and Shute discussed that a lot of companies are getting out of the insurance business due to the costs involved. Companies would rather have the massive pool employer plans to spread the risk out over a ton of people. Baldwin would like to evaluate what benefit Gravie brings to the table and what other options are out there. Pruetting said their primary benefit is administering payments.

Consensus is to donate \$1000 to Gardner Edgerton Schools Foundation.

Councilmember McNeer wants to give a shout out to Matt and Finance for all the work on the audit and budget, as well as all city staff.

Councilmember Wiehn said he has had questions about the items we have previously been able to hand out for 4th of July to pets, etc. It is believed those items were donated in the past. It is believed those items were grants or donations in the past.

Councilmember Shute wants everyone to know that those around the dais are doing the best they can and all feedback is welcomed.

EXECUTIVE SESSION

1. Consider entering into executive session to discuss matters of attorney-client privilege related to a proposed development project.

Councilmember Deaton made a motion to recess into executive session to discuss matters of attorney/client privilege pursuant to K.S.A. 75-4319(b)(2) beginning at 8:46 pm; returning to regular session at 9:06 pm

Councilmember Shute Seconded.

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

Councilmember Deaton made a motion to resume regular session at 9:06 pm

Councilmember Shute Seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember Deaton the meeting adjourned at 9:06 pm.

City Clerk

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005127 11088	00	ACULAS HEALTH LLC 002262	00	06/13/2024	601-1230-412.31-15	PCP	EFT:	300.00
VENDOR TOTAL *							.00	300.00
0001986 6052271-01 6072382-00 6046623-02 6046623-15 6046623-18 6046623-19	00	ANIXTER, INC. 002263 002264 PI0268 008580 PI0269 008580 PI0270 008580 PI0271 008580	00	06/13/2024 06/13/2024 06/07/2024 06/07/2024 06/10/2024 06/10/2024	501-4130-441.52-31 501-4130-441.52-31 501-4140-441.62-15 501-4140-441.62-15 501-4140-441.62-15 501-4140-441.62-15	TRANSFORMER SPADE LUGS BUSHING WELL INSERT DEI-15 MATERIALS TANGENT ARM FBRGLS BRACE WOOD POLES WOOD POLES	EFT: EFT: EFT: EFT: EFT: EFT:	495.51 4,430.12 18.91 14,027.69 22,373.95 22,373.95
VENDOR TOTAL *							.00	63,720.13
0099999 000071043	00	BEGGS, DILLON UT	00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	61.19	
VENDOR TOTAL *							61.19	
0001984 925740284	00	BSN SPORTS, LLC 002266	00	06/13/2024	001-6110-461.47-53	MLB VISORS	EFT:	520.75
VENDOR TOTAL *							.00	520.75
0001834 65326	00	C & C GROUP 002267	00	06/13/2024	603-3150-431.43-01	REPLACE GOVERNOR CONTROL	EFT:	3,844.44
VENDOR TOTAL *							.00	3,844.44
0004259 PSI24-08453	00	CENTRAL SALT, LLC PI0265 008366	00	05/16/2024	001-3120-431.52-16	BULK DEICING SALT	EFT:	6,319.42
VENDOR TOTAL *							.00	6,319.42
0005463 15369	00	CFC SECURITY INC 002268	00	06/13/2024	001-1120-411.31-15	CYBER SECURITY	EFT:	2,343.75
VENDOR TOTAL *							.00	2,343.75
0005198 152151301060124002317 152151501060124002318	00	CHARTER COMMUNICATIONS 002317 002318	00	06/13/2024 06/13/2024	602-1340-413.47-05 602-1340-413.47-05	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	950.00 119.99
VENDOR TOTAL *							.00	1,069.99
0004644 V001255	00	CORE & MAIN LP 002269	00	06/13/2024	521-4230-442.52-32	2" CTS COUPLINGS	EFT:	821.39
VENDOR TOTAL *							.00	821.39
0003716 DP2402480	00	DATAPROSE 002297	00	06/13/2024	604-1320-413.31-15	MONTHLY BILLING	EFT:	9,460.33
VENDOR TOTAL *							.00	9,460.33
0002363 SMI-103089	00	DOUBLE CHECK CO, INC 002271	00	06/13/2024	551-4520-445.43-02	FUEL PUMP REPAIRS	EFT:	2,687.93
VENDOR TOTAL *							.00	2,687.93
0001762	00	DREXEL TECHNOLOGIES INC						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001762	00	DREXEL TECHNOLOGIES INC	INV134422	002270		00	06/13/2024	130-3120-431.31-15	PLAN ROOM POSTING	EFT:	53.00
VENDOR TOTAL *										.00	53.00
0005211	00	EASY ICE, LLC	01299629	002309		00	06/13/2024	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34
01299629			002309			00	06/13/2024	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
01299629			002309			00	06/13/2024	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
VENDOR TOTAL *										.00	103.04
0002511	00	ENRIGHT LAWNS, INC	25381	002272		00	06/13/2024	001-6120-461.31-15	MOWING AND TRIMMING	EFT:	3,865.00
VENDOR TOTAL *										.00	3,865.00
0005226	00	EVCO WHOLESALE FOOD CORP	0792175	002274		00	06/13/2024	001-6110-461.52-15	BASEBALL CONCESSIONS	1,997.60	
0792102			002273			00	06/13/2024	001-6130-461.52-15	AQUATIC CONCESSIONS	2,741.72	
VENDOR TOTAL *										4,739.32	
0004492	00	FLOWER FARM, THE	34739	002275		00	06/13/2024	001-6120-461.43-01	LANDSCAPING	71.82	
VENDOR TOTAL *										71.82	
0003899	00	GALLAGHER BENEFIT SERVICES, INC	5161735	002265		00	06/13/2024	601-1230-412.45-02	KUST INSUR 24-25	406.00	
VENDOR TOTAL *										406.00	
0001047	00	GARDNER TOWNSHIP BOARD	202401	PI0272	008587	00	06/03/2024	001-1110-411.54-93	2024 CEMETERY SHARE	EFT:	39,502.00
VENDOR TOTAL *										.00	39,502.00
0005361	00	GFI DIGITAL	2850936	002276		00	06/13/2024	602-1340-413.47-05	MONTHLY COPIER BILLING	EFT:	1,962.15
2877133			002277			00	06/13/2024	602-1340-413.47-05	MONTHLY COPIER BILLING	EFT:	814.25
VENDOR TOTAL *										.00	2,776.40
0000181	00	GRAINGER	9143265958	002278		00	06/13/2024	001-6120-461.52-01	MAINTENANCE MATERIALS	EFT:	39.82
VENDOR TOTAL *										.00	39.82
0099999	00	HALSTENRUD, JULIE & REID	000071451	UT		00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	16.33	
VENDOR TOTAL *										16.33	
0000481	00	HOLLIDAY SAND AND GRAVEL	1500627953	002281		00	06/13/2024	001-3120-431.47-38	SPOILS	EFT:	143.00
1500628586			002282			00	06/13/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
1500629786			002283			00	06/13/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
1500623772			002279			00	06/13/2024	521-4230-442.47-38	SPOILS	EFT:	393.25
1500623772			002280			00	06/13/2024	531-4330-443.47-38	SPOILS	EFT:	393.25

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000481	00	HOLLIDAY SAND AND GRAVEL						
						VENDOR TOTAL *	.00	1,072.50
0000274	00	INDUSTRIAL SALES COMPANY, INC.						
1173140-000	002284		00	06/13/2024	001-6120-461.52-01	IRRIGATION REPAIRS	EFT:	107.86
1173015-000	002285		00	06/13/2024	001-6120-461.52-01	IRRIGATION REPAIRS	EFT:	1,663.44
						VENDOR TOTAL *	.00	1,771.30
0002760	00	KA-COMM, INC						
192973	002287		00	06/13/2024	001-2120-421.43-05	REPLACEMENT SEATBELT BUCK	EFT:	178.00
192974	002288		00	06/13/2024	001-2120-421.43-05	CONNECT PRINTER TO LAPTOP	EFT:	70.00
						VENDOR TOTAL *	.00	248.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
4050263	002292		00	06/13/2024	001-3120-431.31-15	LOCATING SERVICES	EFT:	220.20
4050669	002294		00	06/13/2024	001-3120-431.31-15	TRAFFIC LOCATE SERVICE	EFT:	33.60
4050263	002289		00	06/13/2024	501-4130-441.40-06	LOCATING SERVICES	EFT:	220.20
4050263	002290		00	06/13/2024	521-4230-442.40-06	LOCATING SERVICES	EFT:	220.20
4050263	002291		00	06/13/2024	531-4330-443.40-06	LOCATING SERVICES	EFT:	220.20
						VENDOR TOTAL *	.00	914.40
0001446	00	KMEA EMP #1 OPERATING ACCT						
EMP1-GD-2024-05002296			00	06/13/2024	501-0000-351.13-00	DOGWOOD REVENUE	EFT:	53,397.18
EMP1-GD-2024-05002295			00	06/13/2024	501-4120-441.41-01	KMEA-EMP1 5/2024	EFT:	314,035.18
						VENDOR TOTAL *	.00	260,638.00
0003399	00	KMEA WAPA OPERATING FUND						
WAPA-GA-24-06	002286		00	06/13/2024	501-4120-441.41-01	WAPA ELECTRIC	EFT:	8,026.00
						VENDOR TOTAL *	.00	8,026.00
0002489	00	KPERS						
1762286	002301		00	06/13/2024	721-0000-202.03-01	061324 PAY PERIOD	CHECK #:	112
						VENDOR TOTAL *	.00	55,992.43
0002490	00	KPF						
1762290	002300		00	06/13/2024	721-0000-202.03-02	061324 PAY PERIOD	CHECK #:	113
						VENDOR TOTAL *	.00	39,811.97
0004769	00	KRONOS SAASHR, INC						
12257739	002299		00	06/13/2024	602-1340-413.47-05	UKG READY TIME & HR	EFT:	3,046.88
						VENDOR TOTAL *	.00	3,046.88
0000233	00	MAXIMUM LAWN CARE						
17576	002302		00	06/13/2024	001-2110-421.31-15	MOWING-JUSTICE CENTER	EFT:	760.00
						VENDOR TOTAL *	.00	760.00
0005296	00	MISSIONSQUARE RETIREMENT						
6429404	002303		00	06/12/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101
6429404	002304		00	06/12/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #:	101
						VENDOR TOTAL *	.00	10,996.59
0099999	00	MOYER, JENNIFER						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	MOYER, JENNIFER						
000068437		UT	00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	77.07	
						VENDOR TOTAL *	77.07	
0000132	00	NATIONAL SIGN CO., INC.						
IN-207419		002305	00	06/13/2024	001-3120-431.52-10	SIGNS	EFT:	560.00
						VENDOR TOTAL *	.00	560.00
0000142	00	OLATHE WINWATER WORKS						
189677 02		002306	00	06/13/2024	521-4230-442.52-12	2" FIRE HYD. GASKETS	EFT:	140.00
193092 01		002307	00	06/13/2024	521-4230-442.52-12	6" MJ D.I. CAPS	EFT:	165.00
						VENDOR TOTAL *	.00	305.00
0005248	00	OTTAWA COOP 48430						
095292		002309	00	06/13/2024	001-3120-431.52-09	DYED DIESEL	EFT:	279.53
095312		002309	00	06/13/2024	001-3120-431.52-09	DYED DIESEL	EFT:	280.90
						VENDOR TOTAL *	.00	560.43
0001569	00	PAYCOR, INC						
INV05530384		002261	00	06/12/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	1,350.98
						VENDOR TOTAL *	.00	1,350.98
0000145	00	PEPSI-COLA						
29329853		002308	00	06/13/2024	001-6130-461.52-15	POOL CONCESSIONS	EFT:	1,496.80
						VENDOR TOTAL *	.00	1,496.80
0005330	00	PRECISION POLYGRAPH OF KC, LLC						
41		002310	00	06/13/2024	001-2110-421.31-15	POLYGRAPH TESTS	EFT:	500.00
						VENDOR TOTAL *	.00	500.00
0005363	00	PREFERRED RESOURCE NETWORK, INC						
14350		002298	00	06/13/2024	601-1230-412.31-15	EAP SERVICES	EFT:	1,781.64
						VENDOR TOTAL *	.00	1,781.64
0004932	00	QUADIEN T LEASING USA, INC.						
Q1348157		002311	00	06/13/2024	602-1340-413.44-02	POSTAGE MACHINE LEASE	407.31	
						VENDOR TOTAL *	407.31	
0005387	00	RANDY MEANS & ASSOCIATES, LLC						
1600		002312	00	06/13/2024	001-2120-421.46-01	POLICE TRAINING	EFT:	1,485.00
						VENDOR TOTAL *	.00	1,485.00
0099999	00	RICHMOND, ALEXANDER						
000070967		UT	00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	38.20	
						VENDOR TOTAL *	38.20	
0004120	00	RIVER GROUP DESIGN						
GRD118		002314	00	06/13/2024	001-1130-411.31-15	CENSUS VIDEO	EFT:	585.00
GRD117		002313	00	06/13/2024	105-1120-411.31-15	AQUATIC CENTER FOOTAGE	EFT:	270.00
						VENDOR TOTAL *	.00	855.00
0004650	00	RYAN LAWN AND TREE INC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004650	00	RYAN LAWN AND TREE INC						
495408	002315		00	06/13/2024	001-6120-461.31-15	TREE CHEMICAL APPLICATORS	143.50	
						VENDOR TOTAL *	143.50	
0004713	00	SALTUS TECHNOLOGIES						
2406-23	PI0273	008589	00	06/01/2024	001-2110-421.31-15	MONTHLY LICENSE FEE	EFT:	21,081.60
						VENDOR TOTAL *	.00	21,081.60
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8						
3376-1	002316		00	06/13/2024	521-4230-442.52-20	SAFETY BLUE	EFT:	244.56
						VENDOR TOTAL *	.00	244.56
0099999	00	SINGH, AMRIT						
000063133	UT		00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	100.01	
						VENDOR TOTAL *	100.01	
0005195	00	STERICYCLE						
8007342088	002319		00	06/13/2024	001-2110-421.31-15	SHREDDING SERVICES	EFT:	66.11
						VENDOR TOTAL *	.00	66.11
0004482	00	SUPERION, LLC						
409764	PI0266	008381	00	05/01/2024	602-1340-413.47-05	MONTHLY ACCESS FEE	EFT:	9,993.35
412521	PI0267	008381	00	06/03/2024	602-1340-413.47-05	MONTHLY ACCESS FEE	EFT:	9,993.35
						VENDOR TOTAL *	.00	19,986.70
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.						
46316	002320		00	06/13/2024	001-3120-431.52-08	PATCHING	EFT:	473.58
						VENDOR TOTAL *	.00	473.58
0000022	00	T-MOBILE USA, INC.						
979581282	0524	002321	00	06/13/2024	001-1120-411.40-03	MONTHLY BILLING	EFT:	90.77
979581282	0524	002322	00	06/13/2024	001-1140-411.40-03	MONTHLY BILLING	EFT:	50.53
979581282	0524	002336	00	06/13/2024	001-1305-413.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0524	002340	00	06/13/2024	001-3110-431.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0524	002342	00	06/13/2024	001-3120-431.40-03	MONTHLY BILLING	EFT:	308.05
979581282	0524	002341	00	06/13/2024	001-3130-431.40-03	MONTHLY BILLING	EFT:	142.09
979581282	0524	002338	00	06/13/2024	001-6105-461.40-03	MONTHLY BILLING	EFT:	212.96
979581282	0524	002339	00	06/13/2024	001-6120-461.40-03	MONTHLY BILLING	EFT:	251.73
979581282	0524	002325	00	06/13/2024	001-7110-471.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0524	002326	00	06/13/2024	001-7120-471.40-03	MONTHLY BILLING	EFT:	163.46
979581282	0524	002327	00	06/13/2024	501-4110-441.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0524	002329	00	06/13/2024	501-4120-441.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0524	002328	00	06/13/2024	501-4130-441.40-03	MONTHLY BILLING	EFT:	206.20
979581282	0524	002333	00	06/13/2024	521-4210-442.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0524	002335	00	06/13/2024	521-4220-442.40-03	MONTHLY BILLING	EFT:	203.70
979581282	0524	002334	00	06/13/2024	521-4230-442.40-03	MONTHLY BILLING	EFT:	143.34
979581282	0524	002330	00	06/13/2024	531-4310-443.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0524	002332	00	06/13/2024	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0524	002331	00	06/13/2024	531-4330-443.40-03	MONTHLY BILLING	EFT:	143.34
979581282	0524	002323	00	06/13/2024	601-1230-412.40-03	MONTHLY BILLING	EFT:	40.24

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000022	00	T-MOBILE USA, INC.									
979581282	0524	002337				00	06/13/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	304.75
979581282	0524	002324				00	06/13/2024	603-3150-431.40-03	MONTHLY BILLING	EFT:	90.77
979581282	0524	002344				00	06/13/2024	604-1320-413.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0524	002343				00	06/13/2024	605-3116-431.40-03	MONTHLY BILLING	EFT:	61.61
VENDOR TOTAL *										.00	3,137.86
0003783	00	TEAM OFFICE LLC									
2024-114852		PI0274 008592				00	06/11/2024	603-3150-431.61-03	WORKSTATIONS	EFT:	6,835.41
VENDOR TOTAL *										.00	6,835.41
0005446	00	THE KANSAS CITY CALL NEWSPAPER									
2024-6369		002350				00	06/13/2024	117-3130-431.62-07	PW6009 ADVERTISEMENT	EFT:	126.00
VENDOR TOTAL *										.00	126.00
0000026	00	USIC LOCATING SERVICES									
661868		002309				00	06/13/2024	001-3120-431.31-15	LOCATING SERVICES	EFT:	5,899.06
661871		002345				00	06/13/2024	001-3120-431.31-15	TRAFFIC LIGHT LOCATES	EFT:	190.55
661868		002309				00	06/13/2024	501-4130-441.40-06	LOCATING SERVICES	EFT:	5,899.07
661868		002309				00	06/13/2024	521-4230-442.40-06	LOCATING SERVICES	EFT:	5,899.07
661868		002309				00	06/13/2024	531-4330-443.40-06	LOCATING SERVICES	EFT:	5,899.07
VENDOR TOTAL *										.00	23,786.82
0002587	00	VICKI'S PLAYGROUND SERVICES									
VPS1003		002346				00	06/13/2024	001-6120-461.52-01	MULCH FOR PLAYGROUND	EFT:	645.60
VPS1004		002347				00	06/13/2024	001-6120-461.52-01	MULCH FOR PLAYGROUND	EFT:	1,032.96
VPS1005		002348				00	06/13/2024	001-6120-461.52-01	MULCH FOR PLAYGROUND	EFT:	1,420.32
VENDOR TOTAL *										.00	3,098.88
0005256	00	VOYA BENEFIT STRATEGIES									
273429		002349				00	06/13/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	89.00
VENDOR TOTAL *										.00	89.00
0099999	00	WAKIM, DANIEL									
000071257		UT				00	06/07/2024	501-0000-229.00-00	FINAL BILL REFUND	52.98	
VENDOR TOTAL *										52.98	
HAND ISSUED TOTAL ***											108,151.97
EFT/EPAY TOTAL ***											500,374.86
TOTAL EXPENDITURES ****										6,113.73	608,526.83
GRAND TOTAL *****											614,640.56

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265 10952438	00	ACCESS INFORMATION PROTECTED 002426	00	06/21/2024	001-1150-411.31-15	OFF-SITE STORAGE	1,729.10	
						VENDOR TOTAL *	1,729.10	
0099999	00	ADAM CORDELL PEDERSEN 002409	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,683.34	
						VENDOR TOTAL *	1,683.34	
0099999	00	ADAM SMITH 002353	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,716.90	
						VENDOR TOTAL *	1,716.90	
0099999	00	ALEXANDER JOHN CASTRO DUPREE 002385	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,857.37	
						VENDOR TOTAL *	1,857.37	
0004340 94026	00	ALL CITY MANAGEMENT SERVICES INC PI0282 008480	00	06/05/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	1,175.16
						VENDOR TOTAL *	.00	1,175.16
0002636 8417020	00	ALTEC CAPITAL SERVICES, LLC PI0275 008165	00	05/07/2024	501-4130-441.61-09	AERIAL LIFT TRUCK - ELEC	EFT:	345,815.38
						VENDOR TOTAL *	.00	345,815.38
0004999 70413	00	AMERICAN FIDELITY ADMIN SERVICES 002427	00	06/21/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
						VENDOR TOTAL *	.00	124.30
0099999	00	ANNEMARIE SUTTON 002357	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,741.56	
						VENDOR TOTAL *	1,741.56	
0099999 090212	00	ANTONIO E JOHNSON 002425	00	06/21/2024	001-0000-228.30-00	BOND REFUND	25.00	
						VENDOR TOTAL *	25.00	
0004876 5161735	00	ARTHUR GALLAGHER RISK MANAGEMENT 002265	00	06/14/2024	601-1230-412.45-02	KUST INSUR 24-25	EFT:	406.00
						VENDOR TOTAL *	.00	406.00
0005468 05/2024	00	ARVEST CREDIT CARD DIVISION 002469	00	06/18/2024	001-1110-411.54-51	4IMPRINT INC	EFT:	826.28
05/2024		002454	00	06/18/2024	001-1120-411.46-01	ICSC-NY	EFT:	1,175.00
05/2024		002455	00	06/18/2024	001-1120-411.46-01	SOUTHWES 5262288451605	EFT:	830.96
05/2024		002456	00	06/18/2024	001-1120-411.46-01	SOUTHWES 5262290473765	EFT:	147.00
05/2024		002457	00	06/18/2024	001-1120-411.46-01	HILTON GVC LV	EFT:	306.13
05/2024		002458	00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	15.25
05/2024		002459	00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	12.95
05/2024		002460	00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	15.61
05/2024		002461	00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	19.97

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002462			00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	20.78
05/2024			002463			00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	21.99
05/2024			002464			00	06/18/2024	001-1120-411.46-01	UBER TRIP	EFT:	26.16
05/2024			002465			00	06/18/2024	001-1120-411.46-01	HILTON GVC LV	EFT:	362.83
05/2024			002466			00	06/18/2024	001-1120-411.46-01	KCI AIRPORT	EFT:	60.00
05/2024			002467			00	06/18/2024	001-1120-411.52-20	OFFICE SIGN COMPANY	EFT:	77.49
05/2024			002471			00	06/18/2024	001-1120-411.52-20	OFFICE SIGN COMPANY	EFT:	77.49
05/2024			002472			00	06/18/2024	001-1120-411.52-20	AMZN MKTP US ML86U1E73	EFT:	13.69
05/2024			002474			00	06/18/2024	001-1120-411.52-20	AMZN MKTP US KN4074M73	EFT:	21.44
05/2024			002475			00	06/18/2024	001-1120-411.52-20	AMZN MKTP US D957Y2WQ3	EFT:	48.65
05/2024			002468			00	06/18/2024	001-1130-411.31-15	CANVA I04145-1736866	EFT:	12.95
05/2024			002470			00	06/18/2024	001-1130-411.31-15	GRAMMARLY CO94CF2ZP	EFT:	139.95
05/2024			002476			00	06/18/2024	001-1140-411.47-04	HY-VEE OMAHA 1474	EFT:	95.00
05/2024			002477			00	06/18/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	8.97
05/2024			002478			00	06/18/2024	001-1140-411.52-20	STAPLS7632420660000001	EFT:	80.29
05/2024			002479			00	06/18/2024	001-1140-411.52-20	IN SKYSAIL CREATIONS	EFT:	176.00
05/2024			002492			00	06/18/2024	001-1140-411.47-04	USPS PO 1933770514	EFT:	9.35
05/2024			002480			00	06/18/2024	001-1150-411.52-20	STAPLS7632037949000001	EFT:	19.99
05/2024			002481			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	8.61
05/2024			002482			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	22.18
05/2024			002483			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	5.20
05/2024			002485			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	8.31
05/2024			002486			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	8.92
05/2024			002487			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	8.92
05/2024			002488			00	06/18/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	67.34
05/2024			002493			00	06/18/2024	001-1310-413.52-20	AMZN MKTP US YQ4RG7N03	EFT:	18.50
05/2024			002495			00	06/18/2024	001-1310-413.46-01	GAYLORD TEXAN FRONT DE	EFT:	124.00
05/2024			002496			00	06/18/2024	001-1310-413.46-01	GAYLORD TEXAN FRONT DE	EFT:	889.11
05/2024			002554			00	06/18/2024	001-1310-413.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	116.65
05/2024			002556			00	06/18/2024	001-1310-413.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	58.43
05/2024			002558			00	06/18/2024	001-1310-413.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	58.23
05/2024			002497			00	06/18/2024	001-1330-413.46-01	BAR6101 LLC	EFT:	58.83
05/2024			002514			00	06/18/2024	001-2110-421.46-01	FBI NATIONAL ACADEMY ASSO	EFT:	420.00
05/2024			002515			00	06/18/2024	001-2110-421.46-01	B2G LLC O #42660	EFT:	129.00
05/2024			002518			00	06/18/2024	001-2110-421.52-20	TST GAMBINOS PIZZA - GA	EFT:	61.16
05/2024			002519			00	06/18/2024	001-2110-421.52-20	AMAZON.COM HS52J6H33	EFT:	14.63
05/2024			002520			00	06/18/2024	001-2110-421.52-20	SQ DAYLIGHT DONUTS - GAR	EFT:	34.27
05/2024			002521			00	06/18/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	62.74
05/2024			002522			00	06/18/2024	001-2110-421.52-20	OREILLY 354	EFT:	71.96
05/2024			002523			00	06/18/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	6.69
05/2024			002524			00	06/18/2024	001-2110-421.47-04	THE UPS STORE 5784	EFT:	14.73
05/2024			002531			00	06/18/2024	001-2110-421.43-05	JOCO MOTOR VEHICLE OLATHE	EFT:	132.75
05/2024			002534			00	06/18/2024	001-2110-421.46-01	EB OFFICER SAFETY-THE	EFT:	135.23
05/2024			002535			00	06/18/2024	001-2110-421.52-20	SP K2AWARDS	EFT:	761.75
05/2024			002537			00	06/18/2024	001-2110-421.52-20	AMAZON.COM EP80T04B3	EFT:	62.87
05/2024			002538			00	06/18/2024	001-2110-421.52-20	AMAZON.COM FD6TF2PN3	EFT:	57.23
05/2024			002542			00	06/18/2024	001-2110-421.46-05	FACEBK H7UDL7YJX2	EFT:	75.00
05/2024			002543			00	06/18/2024	001-2110-421.46-05	FACEBK J7UNK48JX2	EFT:	70.66
05/2024			002546			00	06/18/2024	001-2110-421.52-20	AMZN MKTP US 3D8TZ1PK3	EFT:	25.58

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002512			00	06/18/2024	001-2120-421.46-01	COMBINED SYSTEMS INC	EFT:	895.00
05/2024			002513			00	06/18/2024	001-2120-421.46-01	COMBINED SYSTEMS INC	EFT:	895.00
05/2024			002516			00	06/18/2024	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	501.75
05/2024			002517			00	06/18/2024	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	344.00
05/2024			002525			00	06/18/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
05/2024			002526			00	06/18/2024	001-2120-421.43-05	OREILLY 354	EFT:	34.74
05/2024			002527			00	06/18/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
05/2024			002528			00	06/18/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
05/2024			002529			00	06/18/2024	001-2120-421.43-05	OREILLY 354	EFT:	47.43
05/2024			002530			00	06/18/2024	001-2120-421.43-05	GARDNER AUTO BODY	EFT:	493.32
05/2024			002532			00	06/18/2024	001-2120-421.53-02	AMZN MKTP US FX1V97PJ3	EFT:	110.48
05/2024			002533			00	06/18/2024	001-2120-421.46-01	IAPE	EFT:	395.00
05/2024			002536			00	06/18/2024	001-2120-421.46-01	DYNAMIC POLICE TRAINING	EFT:	249.00
05/2024			002539			00	06/18/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	40.00
05/2024			002540			00	06/18/2024	001-2120-421.46-01	B2G LLC B #21020	EFT:	129.00
05/2024			002541			00	06/18/2024	001-2120-421.46-01	IN KRAV MAGA WORLDWIDE I	EFT:	695.00
05/2024			002544			00	06/18/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	40.00
05/2024			002545			00	06/18/2024	001-2120-421.46-01	DYNAMIC POLICE TRAINING	EFT:	249.00
05/2024			002547			00	06/18/2024	001-2120-421.53-02	AMZN MKTP US DN0UM6RG3	EFT:	70.00
05/2024			002548			00	06/18/2024	001-2120-421.52-20	AMZN MKTP US EB6XZ5BA3	EFT:	51.48
05/2024			002549			00	06/18/2024	001-2120-421.52-20	AMZN MKTP US HP9FG8PI3	EFT:	37.99
05/2024			002494			00	06/18/2024	001-3110-431.46-01	GAYLORD TEXAN FRONT DE	EFT:	829.04
05/2024			002551			00	06/18/2024	001-3110-431.47-04	USPS PO 1933770514	EFT:	10.16
05/2024			002553			00	06/18/2024	001-3110-431.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	116.64
05/2024			002555			00	06/18/2024	001-3110-431.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	58.43
05/2024			002557			00	06/18/2024	001-3110-431.46-01	SUPERSHUTTLE & EXECUCAR O	EFT:	58.22
05/2024			002563			00	06/18/2024	001-3110-431.52-20	AMAZON MAR 111-927008	EFT:	12.49
05/2024			002618			00	06/18/2024	001-3110-431.46-01	GAYLORD TEXAN FRONT DE	EFT:	184.07
05/2024			002550			00	06/18/2024	001-3120-431.43-02	AMZN MKTP US IV6T72803	EFT:	38.68
05/2024			002561			00	06/18/2024	001-3120-431.46-01	EXPEDIA 72821414703876	EFT:	119.86
05/2024			002579			00	06/18/2024	001-3120-431.43-02	AMZN MKTP US FP7575563	EFT:	32.88
05/2024			002588			00	06/18/2024	001-3120-431.43-02	BOMGAARS 127	EFT:	92.99
05/2024			002600			00	06/18/2024	001-3120-431.43-02	BIG O TIRES OF GARDNER	EFT:	9.99
05/2024			002601			00	06/18/2024	001-3120-431.52-02	WESTLAKE HARDWARE #179	EFT:	63.98
05/2024			002602			00	06/18/2024	001-3120-431.52-20	BOMGAARS 127	EFT:	26.47
05/2024			002603			00	06/18/2024	001-3120-431.52-08	OREILLY 354	EFT:	24.48
05/2024			002609			00	06/18/2024	001-3120-431.52-10	WESTLAKE HARDWARE #179	EFT:	11.60
05/2024			002610			00	06/18/2024	001-3120-431.52-08	OREILLY 354	EFT:	57.96
05/2024			002611			00	06/18/2024	001-3120-431.43-02	KC BOBCAT	EFT:	420.22
05/2024			002613			00	06/18/2024	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	116.98
05/2024			002614			00	06/18/2024	001-3120-431.52-08	BOMGAARS 127	EFT:	34.99
05/2024			002615			00	06/18/2024	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	44.98
05/2024			002616			00	06/18/2024	001-3120-431.52-10	WESTLAKE HARDWARE #179	EFT:	10.48
05/2024			002560			00	06/18/2024	001-3130-431.46-01	EXPEDIA 72821369246205	EFT:	141.29
05/2024			002565			00	06/18/2024	001-3130-431.52-20	AMZN MKTP US 4W7DW3G93	EFT:	30.55
05/2024			002617			00	06/18/2024	001-3130-431.52-20	AASHTO	EFT:	225.00
05/2024			002619			00	06/18/2024	001-3130-431.46-01	KSU CASHIERS OFFICE IV	EFT:	50.00
05/2024			002778			00	06/18/2024	001-6105-461.46-02	KANSAS RECREATION PA	EFT:	100.00
05/2024			002747			00	06/18/2024	001-6110-461.52-20	AMZN MKTP US X93T81GL3	EFT:	79.68

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002749			00	06/18/2024	001-6110-461.46-01	KANSAS RECREATION PA	EFT:	100.00
05/2024			002750			00	06/18/2024	001-6110-461.52-20	WM SUPERCENTER #5307	EFT:	152.94
05/2024			002761			00	06/18/2024	001-6110-461.46-01	NAYS YOUTH SPORTS	EFT:	20.00
05/2024			002762			00	06/18/2024	001-6110-461.54-51	AMZN MKTP US M92C60PX3	EFT:	9.58
05/2024			002764			00	06/18/2024	001-6110-461.46-01	KANSAS RECREATION PA	EFT:	100.00
05/2024			002765			00	06/18/2024	001-6110-461.47-53	ACADEMY SPORTS# 188	EFT:	69.98
05/2024			002766			00	06/18/2024	001-6110-461.47-53	AUSTINS BAR GRILL	EFT:	200.00
05/2024			002768			00	06/18/2024	001-6110-461.47-53	AMZN MKTP US TJ2UY0JU3	EFT:	138.31
05/2024			002769			00	06/18/2024	001-6110-461.52-15	WAL-MART #5307	EFT:	55.84
05/2024			002771			00	06/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	38.36
05/2024			002776			00	06/18/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	157.48
05/2024			002779			00	06/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
05/2024			002780			00	06/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	46.34
05/2024			002786			00	06/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	30.37
05/2024			002787			00	06/18/2024	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	41.52
05/2024			002788			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	7.99
05/2024			002789			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	52.43
05/2024			002790			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	43.96
05/2024			002791			00	06/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	91.97
05/2024			002792			00	06/18/2024	001-6120-461.52-01	OREILLY 354	EFT:	8.28
05/2024			002794			00	06/18/2024	001-6120-461.53-02	WESTLAKE HARDWARE #179	EFT:	41.57
05/2024			002795			00	06/18/2024	001-6120-461.43-01	WESTLAKE HARDWARE #179	EFT:	52.16
05/2024			002798			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	24.99
05/2024			002801			00	06/18/2024	001-6120-461.52-02	THE HOME DEPOT #2218	EFT:	72.65
05/2024			002807			00	06/18/2024	001-6120-461.43-02	BOMGAARS 127	EFT:	16.58
05/2024			002808			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	9.07
05/2024			002810			00	06/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	23.99
05/2024			002811			00	06/18/2024	001-6120-461.52-01	CHAFFEE LOK-PRO	EFT:	95.00
05/2024			002813			00	06/18/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	42.45
05/2024			002814			00	06/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	5.99
05/2024			002817			00	06/18/2024	001-6120-461.52-01	BOMGAARS 127	EFT:	12.99
05/2024			002818			00	06/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	54.08
05/2024			002748			00	06/18/2024	001-6130-461.53-02	EPIC SPORTS	EFT:	1,119.69
05/2024			002751			00	06/18/2024	001-6130-461.52-20	WAL-MART #5307	EFT:	12.97
05/2024			002752			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US P62935NY3	EFT:	41.99
05/2024			002753			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US SA52J6XA3	EFT:	24.98
05/2024			002754			00	06/18/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	674.39
05/2024			002755			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US 7W2E26VS3	EFT:	24.00
05/2024			002756			00	06/18/2024	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	173.26
05/2024			002757			00	06/18/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	370.48
05/2024			002758			00	06/18/2024	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	72.30
05/2024			002759			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US O66ZH25I3	EFT:	103.98
05/2024			002760			00	06/18/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	38.62
05/2024			002763			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US	EFT:	9.53
05/2024			002767			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US	EFT:	50.04
05/2024			002770			00	06/18/2024	001-6130-461.52-20	AMZN MKTP US ZN4AH43K3	EFT:	487.61
05/2024			002775			00	06/18/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	78.74
05/2024			002781			00	06/18/2024	001-6130-461.52-15	AMZN MKTP US J46P64R83	EFT:	48.74
05/2024			002782			00	06/18/2024	001-6130-461.52-15	AMAZON.COM 7F55R13P3	EFT:	104.10

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002784			00	06/18/2024	001-6130-461.52-15	AMZN MKTP US AR41C0PU3	EFT:	30.89
05/2024			002793			00	06/18/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	29.75
05/2024			002796			00	06/18/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	9.99
05/2024			002797			00	06/18/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	15.58
05/2024			002799			00	06/18/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	12.58
05/2024			002800			00	06/18/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	29.56
05/2024			002802			00	06/18/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	44.99
05/2024			002803			00	06/18/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	44.99
05/2024			002804			00	06/18/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	50.35
05/2024			002805			00	06/18/2024	001-6130-461.52-01	OREILLY 354	EFT:	29.97
05/2024			002806			00	06/18/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	42.98
05/2024			002809			00	06/18/2024	001-6130-461.43-01	INDELCO PLASTICS CORP	EFT:	508.00
05/2024			002812			00	06/18/2024	001-6130-461.43-01	AMZN MKTP US V526S0G73	EFT:	52.88
05/2024			002815			00	06/18/2024	001-6130-461.43-01	WESTLAKE HARDWARE #179	EFT:	18.18
05/2024			002816			00	06/18/2024	001-6130-461.43-01	THE HOME DEPOT #2218	EFT:	39.98
05/2024			002484			00	06/18/2024	130-3120-431.31-15	COLUMN PUBLIC NOTICE	EFT:	7.68
05/2024			002661			00	06/18/2024	501-4110-441.46-01	LANTEC OF LOUISIANA	EFT:	719.00
05/2024			002662			00	06/18/2024	501-4110-441.52-20	USPS PO 1933770514	EFT:	27.20
05/2024			002691			00	06/18/2024	501-4110-441.46-02	AMERICAN PUBLIC POWER AS	EFT:	1,200.00
05/2024			002665			00	06/18/2024	501-4120-441.52-20	GRAINGER	EFT:	107.04
05/2024			002667			00	06/18/2024	501-4120-441.52-12	THE CANADA COMPANY	EFT:	1,769.62
05/2024			002668			00	06/18/2024	501-4120-441.52-12	AMERICAN NATIONAL STANDAR	EFT:	174.00
05/2024			002669			00	06/18/2024	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	108.27
05/2024			002670			00	06/18/2024	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,127.85
05/2024			002671			00	06/18/2024	501-4120-441.52-20	WAL-MART #5307	EFT:	32.71
05/2024			002672			00	06/18/2024	501-4120-441.52-02	HARBOR FREIGHT TOOLS 574	EFT:	99.05
05/2024			002673			00	06/18/2024	501-4120-441.52-12	THE HOME DEPOT #2218	EFT:	44.37
05/2024			002674			00	06/18/2024	501-4120-441.52-02	HARBOR FREIGHT TOOLS 619	EFT:	79.89
05/2024			002675			00	06/18/2024	501-4120-441.52-12	KANSAS CITY VALVE & FITT	EFT:	29.96
05/2024			002676			00	06/18/2024	501-4120-441.52-12	WESTLAKE HARDWARE #179	EFT:	5.35
05/2024			002737			00	06/18/2024	501-4120-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,372.07
05/2024			002677			00	06/18/2024	501-4130-441.52-20	WAL-MART #5307	EFT:	18.59
05/2024			002678			00	06/18/2024	501-4130-441.53-02	AMZN MKTP US LD3QZ96H3	EFT:	258.00
05/2024			002679			00	06/18/2024	501-4130-441.53-02	AMZN MKTP US FZ9RH12E3	EFT:	260.14
05/2024			002680			00	06/18/2024	501-4130-441.52-20	BOMGAARS 127	EFT:	54.47
05/2024			002681			00	06/18/2024	501-4130-441.52-20	BOMGAARS 127	EFT:	37.08
05/2024			002682			00	06/18/2024	501-4130-441.53-02	E. EDWARDS WORK WEAR	EFT:	241.62
05/2024			002683			00	06/18/2024	501-4130-441.52-20	WESTLAKE HARDWARE #179	EFT:	61.28
05/2024			002684			00	06/18/2024	501-4130-441.52-02	THE HOME DEPOT 2218	EFT:	567.08
05/2024			002685			00	06/18/2024	501-4130-441.47-04	THE UPS STORE 5784	EFT:	52.23
05/2024			002686			00	06/18/2024	501-4130-441.43-05	OLATHE CDJR (SERVICE)	EFT:	1,243.17
05/2024			002687			00	06/18/2024	501-4130-441.52-02	BOMGAARS 127	EFT:	68.94
05/2024			002688			00	06/18/2024	501-4130-441.53-02	EEWW_OLATHE	EFT:	171.16
05/2024			002689			00	06/18/2024	501-4130-441.43-05	OLATHE CDJR (SERVICE)	EFT:	1,243.16
05/2024			002692			00	06/18/2024	501-4130-441.46-01	KANSAS TURNPIKE AUTHORITY	EFT:	15.60
05/2024			002693			00	06/18/2024	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	269.04
05/2024			002694			00	06/18/2024	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	269.04
05/2024			002695			00	06/18/2024	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	269.04
05/2024			002664			00	06/18/2024	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	1,107.17

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002696			00	06/18/2024	521-4220-442.52-20	WAL-MART #5307	EFT:	19.88
05/2024			002697			00	06/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.52
05/2024			002698			00	06/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	61.20
05/2024			002699			00	06/18/2024	521-4220-442.46-01	KDHE BUREAU OF WATER	EFT:	25.00
05/2024			002700			00	06/18/2024	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	90.00
05/2024			002701			00	06/18/2024	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	90.00
05/2024			002702			00	06/18/2024	521-4220-442.52-02	WESTLAKE HARDWARE #179	EFT:	181.92
05/2024			002703			00	06/18/2024	521-4220-442.52-20	BOMGAARS 127	EFT:	53.98
05/2024			002704			00	06/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.72
05/2024			002705			00	06/18/2024	521-4220-442.52-12	AMZN MKTP US 6A6TU9VW3	EFT:	444.00
05/2024			002706			00	06/18/2024	521-4220-442.52-20	BATTERIES+BULBS #259	EFT:	680.81
05/2024			002707			00	06/18/2024	521-4220-442.52-20	BOMGAARS 127	EFT:	53.98
05/2024			002708			00	06/18/2024	521-4220-442.52-12	INTERSTATE ELECTRICAL SUP	EFT:	30.00
05/2024			002709			00	06/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	51.83
05/2024			002710			00	06/18/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	20.04
05/2024			002711			00	06/18/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	237.84
05/2024			002712			00	06/18/2024	521-4220-442.43-05	DALE S BODY SHOP	EFT:	1,000.00
05/2024			002713			00	06/18/2024	521-4220-442.52-12	AMZN MKTP US 018653ZD3	EFT:	390.30
05/2024			002714			00	06/18/2024	521-4220-442.52-20	AMAZON.COM F58SF51N3	EFT:	90.48
05/2024			002716			00	06/18/2024	521-4220-442.53-02	CORPORATE CASUALS - 2	EFT:	112.34
05/2024			002717			00	06/18/2024	521-4220-442.52-12	PATCHEN ELECTRIC AND INDU	EFT:	970.00
05/2024			002718			00	06/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.72
05/2024			002715			00	06/18/2024	521-4230-442.53-02	CORPORATE CASUALS - 2	EFT:	146.44
05/2024			002720			00	06/18/2024	521-4230-442.52-02	WESTLAKE HARDWARE #179	EFT:	73.97
05/2024			002721			00	06/18/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	68.98
05/2024			002663			00	06/18/2024	531-4320-443.53-02	NGROS WSTRN STR#2 INC	EFT:	390.00
05/2024			002722			00	06/18/2024	531-4320-443.52-20	WESTLAKE HARDWARE #179	EFT:	11.99
05/2024			002723			00	06/18/2024	531-4320-443.52-01	WM SUPERCENTER #5307	EFT:	34.54
05/2024			002724			00	06/18/2024	531-4320-443.52-01	BIG O TIRES OF GARDNER	EFT:	83.99
05/2024			002725			00	06/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	22.57
05/2024			002726			00	06/18/2024	531-4320-443.52-09	OREILLY 354	EFT:	21.98
05/2024			002727			00	06/18/2024	531-4320-443.52-05	OREILLY 354	EFT:	16.48
05/2024			002728			00	06/18/2024	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	8.25
05/2024			002729			00	06/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	12.76
05/2024			002730			00	06/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	74.94
05/2024			002731			00	06/18/2024	531-4320-443.52-01	WM SUPERCENTER #5307	EFT:	79.52
05/2024			002732			00	06/18/2024	531-4320-443.52-20	AMZN MKTP US 014SD5QK3	EFT:	78.00
05/2024			002733			00	06/18/2024	531-4320-443.52-20	AMZN MKTP US 096QU9V53	EFT:	213.78
05/2024			002734			00	06/18/2024	531-4320-443.52-20	AMAZON.COM K94B87B53	EFT:	19.21
05/2024			002735			00	06/18/2024	531-4320-443.52-20	AMZN MKTP US TA1P62YQ3	EFT:	74.16
05/2024			002736			00	06/18/2024	531-4320-443.52-12	GRAINGER	EFT:	617.94
05/2024			002738			00	06/18/2024	531-4320-443.52-01	NORRIS EQUIPMENT CO LLC	EFT:	19.78
05/2024			002739			00	06/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	32.55
05/2024			002740			00	06/18/2024	531-4320-443.52-05	TEQUIPMENT	EFT:	219.50
05/2024			002741			00	06/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	41.09
05/2024			002742			00	06/18/2024	531-4320-443.52-01	UNITED REFRIG BR #R3	EFT:	50.16
05/2024			002743			00	06/18/2024	531-4320-443.52-12	OREILLY 354	EFT:	33.44
05/2024			002744			00	06/18/2024	531-4320-443.52-01	WESTLAKE HARDWARE #179	EFT:	3.39
05/2024			002666			00	06/18/2024	531-4330-443.43-10	AMZN MKTP US JH7EY5633	EFT:	78.89

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002719			00	06/18/2024	531-4330-443.52-04	BIG O TIRES OF GARDNER	EFT:	106.77
05/2024			002564			00	06/18/2024	551-4520-445.47-04	USPS PO 1933770514	EFT:	8.73
05/2024			002604			00	06/18/2024	551-4520-445.43-04	SHERWIN WILLIAMS 707568	EFT:	346.29
05/2024			002605			00	06/18/2024	551-4520-445.43-03	CES 491	EFT:	355.63
05/2024			002606			00	06/18/2024	551-4520-445.43-03	CES 491	EFT:	79.75-
05/2024			002607			00	06/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	32.32
05/2024			002608			00	06/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	37.99
05/2024			002745			00	06/18/2024	551-4520-445.52-20	BOMGAARS 127	EFT:	1.00-
05/2024			002746			00	06/18/2024	551-4520-445.52-20	OREILLY 354	EFT:	37.64
05/2024			002449			00	06/18/2024	601-1230-412.31-15	AMAZON.COM PC1WY45X3	EFT:	50.00
05/2024			002450			00	06/18/2024	601-1230-412.31-15	AMAZON.COM AC5RW0XE3	EFT:	196.17
05/2024			002451			00	06/18/2024	601-1230-412.31-15	AMAZON.COM V06OM4TH3	EFT:	172.66
05/2024			002452			00	06/18/2024	601-1230-412.31-15	AMAZON.COM	EFT:	173.74-
05/2024			002489			00	06/18/2024	601-1230-412.52-20	AMAZON.COM 2Y2SM6TF3	EFT:	48.79
05/2024			002490			00	06/18/2024	601-1230-412.31-15	AMAZON.COM 0925S6383	EFT:	7.19
05/2024			002491			00	06/18/2024	601-1230-412.52-20	SONIC DRIVE IN #2123	EFT:	20.00
05/2024			002503			00	06/18/2024	601-1230-412.52-20	AMZN MKTP US 384008FI3	EFT:	2,899.00
05/2024			002453			00	06/18/2024	602-1340-413.47-05	ADOBE ADOBE	EFT:	29.99
05/2024			002501			00	06/18/2024	602-1340-413.52-06	AMZN MKTP US OH5OK8GA3	EFT:	249.00
05/2024			002502			00	06/18/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.67
05/2024			002504			00	06/18/2024	602-1340-413.52-06	AMAZON.COM 5C1JL53J3	EFT:	74.99
05/2024			002505			00	06/18/2024	602-1340-413.52-06	AMAZON.COM U77VM7GI3	EFT:	32.36
05/2024			002506			00	06/18/2024	602-1340-413.52-06	AMAZON.COM YY1Q86LJ3	EFT:	44.73
05/2024			002507			00	06/18/2024	602-1340-413.52-20	EBAY O 25-11551-18263	EFT:	60.00
05/2024			002508			00	06/18/2024	602-1340-413.52-20	AMZN MKTP US QX1VM8UD3	EFT:	56.99
05/2024			002509			00	06/18/2024	602-1340-413.52-06	EBAY O 01-11633-01450	EFT:	164.88
05/2024			002510			00	06/18/2024	602-1340-413.52-20	EBAY O 10-11625-89809	EFT:	129.99
05/2024			002511			00	06/18/2024	602-1340-413.47-05	SSLS.COM	EFT:	18.75
05/2024			002690			00	06/18/2024	602-1340-413.52-06	ESRI	EFT:	770.00
05/2024			002777			00	06/18/2024	602-1340-413.47-05	WHENTOWORK INC	EFT:	746.00
05/2024			002473			00	06/18/2024	603-3150-431.52-20	THE UPS STORE 5784	EFT:	2.07
05/2024			002559			00	06/18/2024	603-3150-431.52-02	AMZN MKTP US RH4QR9PM3	EFT:	104.98
05/2024			002620			00	06/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	7.99
05/2024			002621			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US IB7YN8BQ3	EFT:	19.74
05/2024			002622			00	06/18/2024	603-3150-431.52-01	OLATHE WINLECTRIC CO	EFT:	80.19
05/2024			002623			00	06/18/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	9.94
05/2024			002624			00	06/18/2024	603-3150-431.52-01	RAMAIR INC	EFT:	119.96
05/2024			002625			00	06/18/2024	603-3150-431.52-01	RAMAIR INC	EFT:	8.00-
05/2024			002626			00	06/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	33.99
05/2024			002627			00	06/18/2024	603-3150-431.52-01	GRAINGER	EFT:	173.32
05/2024			002628			00	06/18/2024	603-3150-431.53-02	AMZN MKTP US 1087Y9AT3	EFT:	209.97
05/2024			002629			00	06/18/2024	603-3150-431.53-02	AMZN MKTP US UX52S52Q3	EFT:	138.00
05/2024			002630			00	06/18/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	27.72
05/2024			002631			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US OD3ND5EB3	EFT:	173.35
05/2024			002632			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US VJ7QL0A93	EFT:	47.90
05/2024			002633			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US 073SZ6MR3	EFT:	28.99
05/2024			002634			00	06/18/2024	603-3150-431.53-02	BOMGAARS 127	EFT:	13.99
05/2024			002635			00	06/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	14.99
05/2024			002636			00	06/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	124.97

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
05/2024			002637			00	06/18/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	56.91
05/2024			002638			00	06/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	49.98
05/2024			002639			00	06/18/2024	603-3150-431.52-02	WESTLAKE HARDWARE #179	EFT:	20.57
05/2024			002640			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US I771G40U3	EFT:	197.37
05/2024			002641			00	06/18/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	36.89
05/2024			002642			00	06/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	59.94
05/2024			002643			00	06/18/2024	603-3150-431.52-01	AMZN MKTP US	EFT:	173.35
05/2024			002644			00	06/18/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	19.62
05/2024			002645			00	06/18/2024	603-3150-431.53-02	AMAZON RET 113-474843	EFT:	434.95
05/2024			002646			00	06/18/2024	603-3150-431.52-01	WM SUPERCENTER #4475	EFT:	30.88
05/2024			002647			00	06/18/2024	603-3150-431.52-01	SP REEDRUBBERPRODUCTS	EFT:	941.50
05/2024			002648			00	06/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	3.97
05/2024			002649			00	06/18/2024	603-3150-431.52-01	REW MATERIALS 22221	EFT:	595.01
05/2024			002650			00	06/18/2024	603-3150-431.52-02	THE HOME DEPOT 2218	EFT:	282.67
05/2024			002651			00	06/18/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	26.12
05/2024			002652			00	06/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	21.97
05/2024			002653			00	06/18/2024	603-3150-431.52-02	AMZN MKTP US 0137A30S3	EFT:	69.99
05/2024			002654			00	06/18/2024	603-3150-431.52-02	WAL-MART #5307	EFT:	10.68
05/2024			002655			00	06/18/2024	603-3150-431.53-02	AMAZON.COM 2R6I42S93	EFT:	374.95
05/2024			002656			00	06/18/2024	603-3150-431.53-02	AMAZON.COM 0Q1OU9ZG3	EFT:	474.95
05/2024			002657			00	06/18/2024	603-3150-431.53-02	AMZN MKTP US	EFT:	158.61
05/2024			002658			00	06/18/2024	603-3150-431.53-02	AMAZON.COM	EFT:	94.99
05/2024			002659			00	06/18/2024	603-3150-431.53-02	AMAZON.COM	EFT:	94.99
05/2024			002660			00	06/18/2024	603-3150-431.53-02	AMZN MKTP US LW9JA9E23	EFT:	117.73
05/2024			002498			00	06/18/2024	604-1320-413.52-20	STAPLS7632072118000001	EFT:	29.89
05/2024			002499			00	06/18/2024	604-1320-413.52-20	STAPLS7632842508000001	EFT:	71.47
05/2024			002500			00	06/18/2024	604-1320-413.52-20	STAPLS7633184769000001	EFT:	295.69
05/2024			002552			00	06/18/2024	605-3116-431.52-20	AMZN MKTP US 662SZ6K73	EFT:	17.99
05/2024			002562			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	136.45
05/2024			002566			00	06/18/2024	605-3116-431.52-20	THE HOME DEPOT #3026	EFT:	7.32
05/2024			002567			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	13.20
05/2024			002568			00	06/18/2024	605-3116-431.52-04	KC BOBCAT	EFT:	45.14
05/2024			002569			00	06/18/2024	605-3116-431.53-02	EEWW_OLATHE	EFT:	137.95
05/2024			002570			00	06/18/2024	605-3116-431.52-02	OREILLY 354	EFT:	13.99
05/2024			002571			00	06/18/2024	605-3116-431.52-09	OREILLY 354	EFT:	11.99
05/2024			002572			00	06/18/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	351.62
05/2024			002573			00	06/18/2024	605-3116-431.52-05	AMZN MKTP US 8D0ZE5VL3	EFT:	45.31
05/2024			002574			00	06/18/2024	605-3116-431.52-20	OREILLY 354	EFT:	34.25
05/2024			002575			00	06/18/2024	605-3116-431.52-20	BOMGAARS 127	EFT:	29.99
05/2024			002576			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	4.41
05/2024			002577			00	06/18/2024	605-3116-431.52-20	BOMGAARS 127	EFT:	10.00
05/2024			002578			00	06/18/2024	605-3116-431.43-05	BRETS AUTOWORKS 0000522	EFT:	1,715.17
05/2024			002580			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	265.81
05/2024			002581			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	27.99
05/2024			002582			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	238.41
05/2024			002583			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	16.07
05/2024			002584			00	06/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	321.70
05/2024			002585			00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	4.23
05/2024			002586			00	06/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	463.06

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
05/2024	002587		00	06/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	38.06
05/2024	002589		00	06/18/2024	605-3116-431.52-09	OREILLY 354	EFT:	74.99
05/2024	002590		00	06/18/2024	605-3116-431.52-05	OREILLY 354	EFT:	145.57
05/2024	002591		00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	17.61
05/2024	002592		00	06/18/2024	605-3116-431.52-20	OREILLY 354	EFT:	67.08
05/2024	002593		00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	24.19
05/2024	002594		00	06/18/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	87.91
05/2024	002595		00	06/18/2024	605-3116-431.43-05	OLATHE FORD COMMERCIAL	EFT:	219.17
05/2024	002596		00	06/18/2024	605-3116-431.52-05	OREILLY 354	EFT:	70.55
05/2024	002597		00	06/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	105.30
05/2024	002598		00	06/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	177.84
05/2024	002599		00	06/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	25.00
05/2024	002612		00	06/18/2024	605-3116-431.43-02	KC BOBCAT	EFT:	421.25
05/2024	002772		00	06/18/2024	702-6110-461.54-52	AMZN MKTP US 8903G8UY3	EFT:	33.98
05/2024	002773		00	06/18/2024	702-6110-461.54-52	AMZN MKTP US VJ04C6PI3	EFT:	6.99
05/2024	002774		00	06/18/2024	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	23.36
05/2024	002783		00	06/18/2024	702-6110-461.54-52	WM SUPERCENTER #5307	EFT:	54.95
05/2024	002785		00	06/18/2024	702-6110-461.54-52	AMZN MKTP US D15WU4XE3	EFT:	79.90
						VENDOR TOTAL *	.00	59,116.28
0003327	00	ASCAP						
500734769	0624	002445	00	06/21/2024	001-6110-461.46-02	'24 CITY MUSIC LICENSE	EFT:	440.42
						VENDOR TOTAL *	.00	440.42
0099999	00	ASHLEY MILAM						
	002404		00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,698.68	
						VENDOR TOTAL *	1,698.68	
0099999	00	ASTRID STROH						
	002355		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,142.21	
						VENDOR TOTAL *	2,142.21	
0004860	00	AT&T MOBILITY						
06082024	002445		00	06/21/2024	001-2110-421.40-03	DEPT CELL PHONES	2,143.08	
						VENDOR TOTAL *	2,143.08	
0005014	00	ATTIC STORAGE OF GARDNER						
30630	002445		00	06/21/2024	001-6110-461.44-02	MONTHLY RENT	EFT:	1,105.00
						VENDOR TOTAL *	.00	1,105.00
0099999	00	BARBARA E HOGUE						
	002392		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,538.68	
						VENDOR TOTAL *	2,538.68	
0099999	00	BARRY SWORDS						
	002358		00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,953.19	
						VENDOR TOTAL *	1,953.19	
0002847	00	BLACK HILLS ENERGY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0002847	00	BLACK HILLS ENERGY						
4848285043	0524002445		00	06/21/2024	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
						VENDOR TOTAL *	.00	2,668.84
0099999	00	BLAKE HIATT						
	002393		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,104.19	
						VENDOR TOTAL *	2,104.19	
0003326	00	BMI						
53797114	002445		00	06/21/2024	001-6110-461.46-02	MUSIC LICENSE RENEWAL '24	EFT:	435.00
						VENDOR TOTAL *	.00	435.00
0099999	00	BRADLEY J KARMOLINSKI						
	002397		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,031.68	
						VENDOR TOTAL *	2,031.68	
0099999	00	BRENDAN WALKER						
	002363		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,188.57	
						VENDOR TOTAL *	2,188.57	
0002494	00	BRET'S AUTOWORKS						
52454	002445		00	06/21/2024	605-3116-431.43-05	REPAIR AC - TRK #517	EFT:	2,427.53
						VENDOR TOTAL *	.00	2,427.53
0005293	00	BRIGHTSPEED						
313014430	0624 002446		00	06/21/2024	521-4220-442.40-03	TELEPHONE @ WATER PLANT	EFT:	352.29
499699484	0624 002428		00	06/21/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	20.93
320501840	0624 002429		00	06/21/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	37.22
314117591	0624 002430		00	06/21/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	1,627.47
						VENDOR TOTAL *	.00	2,037.91
0099999	00	BRYAN ARMSTRONG						
	002412		00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,646.60	
						VENDOR TOTAL *	1,646.60	
0099999	00	BRYAN LANGE						
	002400		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,013.86	
						VENDOR TOTAL *	2,013.86	
0099999	00	CHAD NICHOLS						
	002406		00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,860.43	
						VENDOR TOTAL *	1,860.43	
0003324	00	CHALLENGER SPORTS CORP						
TINYTYKES	002445		00	06/21/2024	001-6110-461.47-53	SPRING 2024 TINYTYKES SOC	EFT:	5,475.20
						VENDOR TOTAL *	.00	5,475.20
0099999	00	CHARLENE EVANS						
	002386		00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,070.11	
						VENDOR TOTAL *	2,070.11	
0099999	00	CHRISTINA WHITE						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	CHRISTINA WHITE 002365	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,782.98	
						VENDOR TOTAL *	1,782.98	
0099999	00	CHRISTINE WILEY 002367	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,730.61	
						VENDOR TOTAL *	1,730.61	
0099999	00	CHRISTOPHER BRANT BERRYMAN 002375	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,242.58	
						VENDOR TOTAL *	2,242.58	
0099999	00	CHRISTOPHER CHOVANEC 002379	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,121.19	
						VENDOR TOTAL *	2,121.19	
0099999	00	CHRISTOPHER PAUL WILSON 002369	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,343.65	
						VENDOR TOTAL *	2,343.65	
0000429 5214322827	00	CINTAS FIRE PROTECTION 002445	00	06/21/2024	521-4220-442.31-15	FIRST AID CABINET	EFT:	87.60
						VENDOR TOTAL *	.00	87.60
0001656 5809	00	COHORST ENTERPRISES INC. 002445	00	06/21/2024	001-6130-461.31-15	POOL LEAK REPAIR	EFT:	4,575.00
						VENDOR TOTAL *	.00	4,575.00
0099999	00	COLIN FOWLER 002387	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,955.25	
						VENDOR TOTAL *	1,955.25	
0001201 49687-1	00	COMMERCIAL AQUATIC SERVICES, INC 002431	00	06/21/2024	001-6130-461.52-13	SODIUM BICARBONATE	EFT:	739.00
						VENDOR TOTAL *	.00	739.00
0099999	00	DANIEL BEAMER 002372	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,096.74	
						VENDOR TOTAL *	2,096.74	
0099999	00	DANIEL DAUGHERTY 002384	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,120.66	
						VENDOR TOTAL *	2,120.66	
0099999	00	DANIEL STROM 002356	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,728.19	
						VENDOR TOTAL *	1,728.19	
0099999	00	DANIEL VALENTA 002362	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,121.44	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	DANIEL VALENTA						
						VENDOR TOTAL *	2,121.44	
0001557 214617	00	DATCO, INC 002445	00	06/21/2024	001-2110-421.46-01	T-SHIRTS - YOUTH ACADEMY	343.40	
						VENDOR TOTAL *	343.40	
0099999	00	DAVID KABERLINE 002395	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,916.37	
						VENDOR TOTAL *	1,916.37	
0099999	00	DAVID KOENIG 002399	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,957.72	
						VENDOR TOTAL *	1,957.72	
0005113 INV823213	00	DENALI WATER SOLUTIONS, LLC PI0284 008595	00	06/05/2024	521-4220-442.31-15	SLUDGE REMOVAL @WTP	EFT:	64,850.00
						VENDOR TOTAL *	.00	64,850.00
0004959 54	00	DIGITAL EARTH CONSULTING LLC 002446	00	06/21/2024	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	3,100.00
						VENDOR TOTAL *	.00	3,100.00
0005211 01299628	00	EASY ICE, LLC 002445	00	06/21/2024	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	146.70
						VENDOR TOTAL *	.00	146.70
0005476 I240603392	00	EDENBROS, LLC PI0281 008593	00	05/31/2024	531-4330-443.43-10	LINE INSPECTION CAMERA	EFT:	20,300.00
						VENDOR TOTAL *	.00	20,300.00
0005226 0793220 0793231	00	EVCO WHOLESALE FOOD CORP 002445 002445	00	06/21/2024 06/21/2024	001-6110-461.52-15 001-6130-461.52-15	CP BASEBALL CONCESSIONS GAC CONCESSIONS	1,711.25 1,574.24	
						VENDOR TOTAL *	3,285.49	
0004946 9279570154	00 062400	EVERGY 002445	00	06/21/2024	521-4220-442.40-05	ELECTRIC AT INTAKE	5,568.88	
						VENDOR TOTAL *	5,568.88	
0000855 22424362	00	EWING IRRIGATION PRODUCTS, INC 002445	00	06/21/2024	001-6120-461.52-01	TURF MAINT PROGRAM	EFT:	1,751.17
						VENDOR TOTAL *	.00	1,751.17
0099999	00	FRANCIS DUTCHUK & ROBERT MANSFIELD 002376	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,989.01	
						VENDOR TOTAL *	1,989.01	
0003899 5161735	00	GALLAGHER BENEFIT SERVICES, INC 002265	00	06/13/2024	601-1230-412.45-02	KUST INSUR 24-25	CHECK #: 132374	406.00-

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003899	00	GALLAGHER BENEFIT SERVICES, INC						
						VENDOR TOTAL *	.00	406.00-
0000086 028233189	00	GALLS, LLC 002445	00	06/21/2024	001-2120-421.52-20	PEPPER SPRAY	EFT:	24.92
						VENDOR TOTAL *	.00	24.92
0000181 9125863648/107	00	GRAINGER 002445	00	06/21/2024	501-4120-441.52-20	CREDIT MEMO - PAID TWICE	EFT:	107.04-
9136961266		002445	00	06/21/2024	521-4220-442.52-12	GROMMETS	EFT:	9.04
9136663367		002445	00	06/21/2024	521-4220-442.52-12	NEOPRENE & CLAMPS	EFT:	233.23
						VENDOR TOTAL *	.00	135.23
0001840 INV1004359	00	GT DISTRIBUTORS INC 002445	00	06/21/2024	001-2120-421.61-09	GUNS & SUPPLIES	EFT:	3,105.00
						VENDOR TOTAL *	.00	3,105.00
0005308 06142024	00	HARGROVE, KARA 002432	00	06/21/2024	001-6105-461.46-01	MILEAGE 05/15 - 06/14		47.10
						VENDOR TOTAL *	47.10	
0003739 6770106	00	HAWKINS, INC. 002446	00	06/21/2024	531-4320-443.52-13	POLYMER	EFT:	3,123.00
						VENDOR TOTAL *	.00	3,123.00
0005389 60487	00	HAYDEN TOWER SERVICE 002446	00	06/21/2024	501-4130-441.43-02	PCB-3 BOARD & K5 REPLAY		3,667.35
						VENDOR TOTAL *	3,667.35	
0000297 18701030	00	HERITAGE-CRYSTAL CLEAN 002445	00	06/21/2024	501-4130-441.44-02	PARTS CLEANER	EFT:	515.70
						VENDOR TOTAL *	.00	515.70
0000481 1500631072	00	HOLLIDAY SAND AND GRAVEL 002445	00	06/21/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	71.50
0004224 304001310	00	INNOVATIVE CONCESSIONS ENTERPRISES 002433	00	06/21/2024	001-6110-461.52-15	DIPPIN' DOTS	EFT:	648.00
						VENDOR TOTAL *	.00	648.00
0004271 JMBW608	00	IRON MOUNTAIN INC 002434	00	06/21/2024	001-1150-411.31-15	OFF-SITE SHREDDING	EFT:	134.06
						VENDOR TOTAL *	.00	134.06
0099999	00	JAMES BELCHER 002374	00	06/20/2024	001-1130-411.58-00	NRP REBATE		1,724.72
						VENDOR TOTAL *	1,724.72	
0099999	00	JAMES GALLOWAY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	JAMES GALLOWAY	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,046.55	
		002390						
						VENDOR TOTAL *	2,046.55	
0099999	00	JASON & ANGELA CARMAN	00	06/21/2024	001-1130-411.58-00	ANNEXATION REBATE	1,344.11	
CP19000000	0004002424							
						VENDOR TOTAL *	1,344.11	
0099999	00	JASON M LINGK	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,046.46	
		002402						
						VENDOR TOTAL *	2,046.46	
0099999	00	JEREMY LEE TOMLINSON	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,018.28	
		002359						
						VENDOR TOTAL *	2,018.28	
0099999	00	JESSE MICHAEL OWEN	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,301.57	
		002408						
						VENDOR TOTAL *	2,301.57	
0099999	00	JONATHAN FREEMAN	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,940.62	
		002389						
						VENDOR TOTAL *	1,940.62	
0099999	00	JOSEPH FRANCIS	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,603.67	
		002388						
						VENDOR TOTAL *	2,603.67	
0099999	00	JOSHUA KENNETH KINDLER	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,210.11	
		002398						
						VENDOR TOTAL *	2,210.11	
0004118	00	KANSAS BUREAU OF INVESTIGATION						
K23-00733		002435	00	06/21/2024	001-0000-207.10-30	KEIONDRE RAYNARD SCOTT	400.00	
						VENDOR TOTAL *	400.00	
0000300	00	KANSAS DEPT OF REVENUE						
4169-K8X6-7KJN	002417		00	06/18/2024	001-0000-207.20-00	MAY '24 SALES TAX	CHECK #: 103	275.31
4169-3H27-G2R4	002415		00	06/18/2024	501-0000-207.20-00	MAY '24 SALES TAX	CHECK #: 103	46,999.31
4169-5MHT-4XPF	002418		00	06/18/2024	501-4110-441.48-02	MAY '24 USE TAX	CHECK #: 103	266.07
4169-5MHT-4XPF	002419		00	06/18/2024	501-4120-441.48-02	MAY '24 USE TAX	CHECK #: 103	66.30
4169-5MHT-4XPF	002420		00	06/18/2024	501-4130-441.48-02	MAY '24 USE TAX	CHECK #: 103	36.29
4169-5MHT-4XPF	002421		00	06/18/2024	501-4140-441.61-04	MAY '24 USE TAX	CHECK #: 103	564.62
4169-K8X6-7KJN	002416		00	06/18/2024	551-0000-207.20-00	MAY '24 SALES TAX	CHECK #: 103	1,068.72
4169-5MHT-4XPF	002422		00	06/18/2024	603-3150-431.48-02	MAY '24 USE TAX	CHECK #: 103	201.65
4169-5MHT-4XPF	002423		00	06/18/2024	604-1320-413.48-02	MAY '24 USE TAX	CHECK #: 103	88.45
						VENDOR TOTAL *	.00	49,566.72
0005231	00	KANSAS TURNPIKE AUTHORITY						
4585006-5366013002446			00	06/21/2024	501-4110-441.46-01	TOLL FEE - TAURUS	11.50	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005231	00	KANSAS TURNPIKE AUTHORITY						
						VENDOR TOTAL *	11.50	
0099999	00	KARLA MUNCIE 002405	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,769.07	
						VENDOR TOTAL *	1,769.07	
0099999	00	KAYLA TRAUER 002360	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,687.16	
						VENDOR TOTAL *	1,687.16	
0000245 OP07987	00	KDHE - TECHNICAL SERVICES SECTION 002446	00	06/21/2024	531-4310-443.46-02	TOM MARKUS - OPERATOR	20.00	
						VENDOR TOTAL *	20.00	
0004099	00	KIEWIT POWER ENGINEERING						
9000227651		PI0201	00	05/08/2024	501-4110-441.31-15	ELEC MASTER PLAN UPDATE	CHECK #: 132272	78,703.10-
9000227651		PI0201	00	06/14/2024	501-4110-441.31-15	ELEC MASTER PLAN UPDATE	EFT:	78,703.10
9000229168		PI0202	00	05/08/2024	501-4110-441.31-15	ELEC MASTER PLAN UPDATE	CHECK #: 132272	61,670.41-
9000229168		PI0202	00	06/14/2024	501-4110-441.31-15	ELEC MASTER PLAN UPDATE	EFT:	61,670.41
						VENDOR TOTAL *	.00	
0003513 DOGW-GR-2024-07002436	00	KMEA- DOGWOOD 002436	00	06/21/2024	501-4120-441.41-01	KMEA DOGWOOD ENERGY	EFT:	250,770.00
						VENDOR TOTAL *	.00	250,770.00
0000805 GARD-2024-05	00	KMGA GAS SUPPLY OPERATING FUND 002446	00	06/21/2024	501-4120-441.41-50	NATURAL GAS	EFT:	562.00
						VENDOR TOTAL *	.00	562.00
0099999	00	LESLIE DANIELS 002382	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,731.09	
						VENDOR TOTAL *	1,731.09	
0005186	00	LINDE GAS & EQUIPMENT						
43275761		002446	00	06/21/2024	001-6120-461.44-02	CYLINDER RENTAL	EFT:	185.11
43275758		002446	00	06/21/2024	001-6130-461.52-13	CHEMICALS (CO2)	EFT:	272.97
43275759		002446	00	06/21/2024	001-6130-461.52-13	CYLINDER RENTAL	EFT:	93.84
43275760		002446	00	06/21/2024	001-6130-461.52-13	CHEMICALS (CO2)	EFT:	272.97
						VENDOR TOTAL *	.00	824.89
0004504 LIN45953599	00	LINEAGE 002445	00	06/21/2024	001-2110-421.47-04	MAINTENANCE SUPPLIES	EFT:	55.96
						VENDOR TOTAL *	.00	55.96
0005383	00	LOYD BUILDERS INC						
APP NO 8		PI0276 008345	00	05/31/2024	501-4140-441.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	3,900.00
APP NO 8		PI0277 008345	00	05/31/2024	521-4240-442.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	1,950.00
APP NO 8		PI0278 008345	00	05/31/2024	531-4340-443.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	1,950.00
						VENDOR TOTAL *	.00	7,800.00
0099999	00	MARK KAGIRI & PERIS MBURU						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	MARK KAGIRI & PERIS MBURU 002396	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,645.20	
					VENDOR TOTAL *	1,645.20	
0099999	00	MATTHEW BARRY LINDSEY, SR 002401	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,991.98	
					VENDOR TOTAL *	1,991.98	
0099999	00	MATTHEW CONROY 002380	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,698.80	
					VENDOR TOTAL *	1,698.80	
0099999	00	MATTHEW HOCTEL, JR 002413	00 06/20/2024	001-1130-411.58-00	NRP REBATE	2,471.39	
					VENDOR TOTAL *	2,471.39	
0099999	00	MEGAN DANIELS 002383	00 06/20/2024	001-1130-411.58-00	NRP REBATE	2,182.17	
					VENDOR TOTAL *	2,182.17	
0099999	00	MICHAEL BROWN 002377	00 06/20/2024	001-1130-411.58-00	NRP REBATE	2,053.79	
					VENDOR TOTAL *	2,053.79	
0099999	00	MICHELLE NOTH 002407	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,711.89	
					VENDOR TOTAL *	1,711.89	
0099999	00	MIKEAL LONG 002403	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,847.73	
					VENDOR TOTAL *	1,847.73	
0003607 INV78671	00	MOST DEPENDABLE FOUNTAINS INC 002445	00 06/21/2024	001-6120-461.52-01	ADA DRINKING FOUNTAIN	EFT:	3,535.00
					VENDOR TOTAL *	.00	3,535.00
0099999	00	NATHAN JAMES CARMAN 002378	00 06/20/2024	001-1130-411.58-00	NRP REBATE	3,082.49	
					VENDOR TOTAL *	3,082.49	
0099999	00	NEIL BARNES 002371	00 06/20/2024	001-1130-411.58-00	NRP REBATE	1,751.75	
					VENDOR TOTAL *	1,751.75	
0002813 33323	00	NOVATECH, LLC 002446	00 06/21/2024	501-4120-441.43-02	ADDITIONAL WORK ON TURBIN	EFT:	1,200.00
					VENDOR TOTAL *	.00	1,200.00
0000144 0354-385836	00	O'REILLY AUTOMOTIVE, INC. 002446	00 06/21/2024	501-4130-441.52-04	BRAKE CALIPER #408	EFT:	68.95

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004793 117402 117409	00	RIVERVIEW STONE, LLC 002437 002438	00	06/21/2024 06/21/2024	001-6120-461.43-01 001-6120-461.43-01	LANDSCAPING LANDSCAPING - CP	EFT: EFT:	1,155.90 1,957.19
						VENDOR TOTAL *	.00	3,113.09
0099999	00	ROBERT ALLEN GILBERTSON 002391	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,041.06	
						VENDOR TOTAL *	2,041.06	
0099999	00	ROBERT BEAMER 002373	00	06/20/2024	001-1130-411.58-00	NRP REBATE	2,215.24	
						VENDOR TOTAL *	2,215.24	
0099999 71042745	00	ROSE STARLING 002446	00	06/21/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	110.00	
						VENDOR TOTAL *	110.00	
0099999	00	SAM ZEKA 002370	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,985.40	
						VENDOR TOTAL *	1,985.40	
0002976 INV29983	00	SEILER INSTRUMENT & MFG CO INC PI0280 008590	00	05/16/2024	531-4330-443.43-10	GPS UNITS-COLLECT SEWR	EFT:	5,029.07
						VENDOR TOTAL *	.00	5,029.07
0099999	00	SHANE D HOLIWAY 002394	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,821.13	
						VENDOR TOTAL *	1,821.13	
0099999	00	SHAWN RUNYAN 002411	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,897.67	
						VENDOR TOTAL *	1,897.67	
0001786 97463 97750	00	SMITTY'S LAWN & GARDEN EQUIPMENT 002446 002446	00	06/21/2024 06/21/2024	001-6120-461.52-01 001-6120-461.43-02	BRISTLE BRUSH & KOMBI OIL FILLER	706.49 6.24	
						VENDOR TOTAL *	712.73	
0001566 7000659988	00	STAPLES BUSINESS ADVANTAGE 002445	00	06/21/2024	001-2110-421.52-20	LABEL MAKER, DIVIDERS,	EFT:	69.71
						VENDOR TOTAL *	.00	69.71
0099999	00	STEVEN STEWART 002354	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,662.98	
						VENDOR TOTAL *	1,662.98	
0004785 3956685 3957572	00	SUMNERONE, INC 002439 002440	00	06/21/2024 06/21/2024	602-1340-413.43-02 602-1340-413.43-02	COPIER CONTRACT-JUSTICE COPIER CONTRACT-JUSTICE	EFT: EFT:	126.44 114.33
						VENDOR TOTAL *	.00	240.77
0099999	00	TARA CLINE						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	TARA CLINE						
71043344		002445	00	06/21/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	85.00	
						VENDOR TOTAL *	85.00	
0005194	00	TIDD TREE						
9123		002441	00	06/21/2024	001-6120-461.31-15	DEAD TREE - TRIMMING	EFT:	1,915.00
						VENDOR TOTAL *	.00	1,915.00
0099999	00	TIMOTHY CURRENT						
		002381	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,767.24	
						VENDOR TOTAL *	1,767.24	
0000407	00	TOMPKINS INDUSTRIES, INC.						
405711198		002446	00	06/21/2024	501-4120-441.52-12	TURBINE #2 FUEL SYSTEM	EFT:	6.28
405710134		002446	00	06/21/2024	501-4120-441.52-12	TURBINE #2 FUEL SYSTEM	EFT:	34.13
						VENDOR TOTAL *	.00	40.41
0005001	00	TRANE U.S. INC						
314608137		002446	00	06/21/2024	603-3150-431.43-01	LIGHTING CONTROLS	EFT:	655.00
						VENDOR TOTAL *	.00	655.00
0003962	00	TRANSLATIONPERFECT.COM						
12117		002445	00	06/21/2024	001-2120-421.52-20	TRANSLATION SERVICES	EFT:	180.00
						VENDOR TOTAL *	.00	180.00
0099999	00	TRICIA TULLIS						
		002361	00	06/20/2024	001-1130-411.58-00	NRP REBATE	1,896.25	
						VENDOR TOTAL *	1,896.25	
0001298	00	UPS STORE #5784						
2115		002447	00	06/21/2024	521-4220-442.47-04	SHIPPING	52.05	
						VENDOR TOTAL *	52.05	
0002587	00	VICKI'S PLAYGROUND SERVICES						
VPS1006		002446	00	06/21/2024	001-6120-461.52-01	MULCH FOR PLAYGROUND	EFT:	3,228.00
						VENDOR TOTAL *	.00	3,228.00
0000289	00	VIKING INDUSTRIAL SUPPLY						
15691		002442	00	06/21/2024	001-6120-461.52-01	SHOP SUPPLIES	EFT:	880.21
15692		002443	00	06/21/2024	001-6120-461.52-01	CP RESTROOM SUPPLIES	EFT:	694.34
15693		002444	00	06/21/2024	001-6130-461.52-01	GAC RESTROOM SUPPLIES	EFT:	258.76
						VENDOR TOTAL *	.00	1,833.31
0005256	00	VOYA BENEFIT STRATEGIES						
271307		002819	00	06/20/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	86.00
						VENDOR TOTAL *	.00	86.00
0000366	00	WARDROBE CLEANERS INC.						
03861		002446	00	06/21/2024	001-6110-461.54-51	REPLACE BELLS - MRS CLAUS	200.00	
						VENDOR TOTAL *	200.00	
0099999	00	WESLEY WILEY						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	WESLEY WILEY		06/20/2024	001-1130-411.58-00	NRP REBATE	1,818.97	
						VENDOR TOTAL *	1,818.97	
						HAND ISSUED TOTAL ***		91,212.79-
						EFT/EPAY TOTAL ***		959,555.70
						TOTAL EXPENDITURES ****	152,250.81	868,342.91
					GRAND TOTAL *****			1,020,593.72

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: JULY 1, 2024

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with Kansas Heavy Construction, LLC to construct turf taxiway improvements at the Gardner Municipal Airport

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works, Airport

Staff Recommendation:

Staff recommends authorization to execute a contract with Kansas Heavy Construction, LLC to construct turf taxiway improvements at the Gardner Municipal Airport in the amount of \$184,412.00.

Background/Description of Item:

In September 2022, the City of Gardner applied for grant funds from KDOT's Kansas Airport Improvement Program (KAIP) for CIP project AP3011 to construct turf taxiway improvements at Gardner Municipal Airport. The project will construct a turf taxiway from the existing paved Runway 8-26 to the existing turf runway 17-35 in addition to relocating the Runway 17 threshold. Constructing the turf taxiway will eliminate the overlapping runway safety areas which has been identified as an issue by the FAA that needs to be mitigated by the City. The proposed improvements will bring the airport into compliance with the FAA approved Airport Layout Plan for an interim condition and will create a safer operating environment for airport users.

Bids for the project were received and publicly opened by the City of Gardner on April 5, 2024, with the following results.

<u>Bidder</u>	<u>Total Bid</u>
Kansas Heavy Construction, LLC	\$184,412.00
Gunter Construction Co.	\$264,303.00
Home Center Construction, Inc.	\$281,353.00
MegaKC Corp.	\$296,586.15
Engineer's Estimate	\$136,000.00

Financial Impact:

The City has received 90/10 grant funding with a KDOT match not to exceed \$173,170.80. Funding obligations are broken down as follows.

KDOT - \$165,970.80

City of Gardner Airport Fund - \$18,441.20

Attachments Included:

- Agreement

Suggested Motion:

Authorization to execute a contract with Kansas Heavy Construction, LLC to construct turf taxiway improvements at the Gardner Municipal Airport in the amount of \$184,412.00.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this _____ day of _____, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Kansas Heavy Construction LLC, [hereinafter referred to as "Contractor"] for the construction of the following described work: **"GARDNER MUNICIPAL AIRPORT IMPROVEMENTS PROJECT"** known as City of Gardner Project No. AP 3011

RECITALS

WHEREAS, the City desires to construct and complete Project No. AP 3011.

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. AP 3011, 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 **GARDNER MUNICIPAL AIRPORT IMPROVEMENTS PROJECT**.

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. AP 3011. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
 - b. With respect to this Agreement, the Contractor shall employ the following key personnel: KENT MARSH
 - 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 MATT GRIPKA as Principal (name/contact info) 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. The City shall designate Matt Just, (913-856-0957, mjust@gardnerkansas.gov) 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.

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

this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise.

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

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

3.7 Liquidated Damages.

a. In case of failure on the part of the Contractor to effect completion within the time specified, the County shall have the right to deduct from the total compensation otherwise due the Contractor as liquidated damages based on the full Bid price of the Contract, fixed and agreed to in advance, an amount according to the following schedule:

Contract Amount			Liquidated Damages
\$0	to	\$50,000	\$250.00
\$50,000	to	\$100,000	\$400.00
\$100,000	to	\$500,000	\$800.00
\$500,000	to	\$1,000,000	\$1,000.00
\$1,000,000	to	\$2,000,000	\$1,750.00
\$2,000,000	to	\$5,000,000	\$2,500.00
\$5,000,000	to	\$10,000,000	\$3,500.00
\$10,000,000	to	\$20,000,000	\$5,500.00
\$20,000,000	and up		\$6,000.00

for each 24-hour calendar day, including weekends and holidays, the Work remains incomplete over the specified completion time. (THE CITY RESERVES THE RIGHT TO ADJUST THE SCHEDULE OF LIQUIDATED DAMAGES, PRIOR TO ADVERTISING FOR BIDS, BASED ON THE SCOPE AND URGENCY OF THE PROJECT.)

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

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of \$ \$184,412.00.

4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

- 1) Ten (10) percent until construction is substantially complete;
- 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: Matt Just.

4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

- 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
- 2) Claims of third parties against City or City's property;
- 3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage to City or a third party to whom City is, or may be, liable; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the

statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

- 7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.
- 7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral

satisfactory to City to indemnify City against any lien.

- 7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

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

11.0 Suspension of Work.

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

events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.
5. If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

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

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

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
 - c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
 - d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.
- 12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Matt Just, 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 the 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.

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

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 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 Board of County Commissioners of Johnson County (Board), Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor as required by the terms of his/her agreement with the City. The Contractor shall secure and maintain insurance for a period of two (2) years from the date of final payment. The following minimum insurance coverage requirements shall be satisfied by the Contractor as may be necessary to protect the Contractor, the Board, the City and agents of the Board and the City against all hazards or risks of loss as hereinafter specified:

- **Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.**

- **Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.**

- **Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.**

- **Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.**

- **Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.**

15.2 Subcontractor's Insurance.

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

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

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

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

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

AND

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

OR

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

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

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

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

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

involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

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

23.0 Compliance with Laws.

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner
Attn: Matt Just
120 E. Main Street
Gardner, KS 66030

To Contractor:

Attn: Matt Gripek
Po Box 810603
Shawnee Mission, Ks 66281

27.0 Amendments.

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

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

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

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

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

- 30.0 No Third Party Beneficiaries.
City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 31.0 Force Majeure.
City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.
- 32.0 Titles.
The titles in this Agreement and the Contract Documents are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 33.0 Negotiations.
City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.
- 34.0 Costs and Attorneys Fees.
If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 35.0 Severability.
If any term or portion of this Agreement or the Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and the contract Documents shall continue in full force and effect.
- 36.0 Authority to Enter into Agreement.
Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. Each party warrants

that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

37.0 Incorporation of Appendices.

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

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

CONTRACTOR *KANSAS HEAVY CONST., LLC*

James Pruetting, City Administrator

[Signature]

Name, Title MANAGING MEMBER

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: JULY 1, 2024

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of the KDOT Airport Modernization Supplemental Grant Agreement for CIP project AP3011, Gardner Municipal Airport Turf Taxiway Construction

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works, Airport

Staff Recommendation:

Staff recommends authorization to execute an agreement between KDOT and the City of Gardner for supplemental grant funding to construct turf taxiway improvements at the Gardner Municipal Airport as part of CIP project AP3011 and approve the expenditure of \$19,241.20 of revenues in the City's Airport Fund as detailed in the agreement.

Background/Description of Item:

In September 2022, the City of Gardner applied for grant funds from KDOT's Kansas Airport Improvement Program (KAIP) for CIP project AP3011 to construct turf taxiway improvements at Gardner Municipal Airport. The project will construct a turf taxiway from the existing paved Runway 8-26 to the existing turf runway 17-35 in addition to relocating the Runway 17 threshold. Constructing the turf taxiway will eliminate the overlapping runway safety areas which has been identified as an issue by the FAA that needs to be mitigated by the City. The proposed improvements will bring the airport into compliance with the FAA approved Airport Layout Plan for an interim condition and will create a safer operating environment for airport users.

KDOT had previously awarded 90/10 funding to construct the proposed improvements up to a total construction cost of \$110,000.00 and the corresponding agreement was authorized at the June 5, 2023 City Council meeting. The project opened construction bids on April 5, 2024 with an engineer's estimated construction cost of \$127,000.00 and a low bid of \$177,034.50. Due to the higher than expected construction bids and subsequent budget shortfall, KDOT has agreed to a supplemental funding agreement that provides an additional \$74,170.80 for a total of \$173,170.80 in total project grant funding.

Financial Impact:

Obligations for the 90/10 grant funding are broken down as follows.

KDOT - \$173,170.80

City of Gardner Airport Fund - \$19,241.20

Attachments Included:

- Supplemental grant agreement
- Original executed grant agreement

Suggested Motion:

Authorization to execute an agreement between KDOT and the City of Gardner for supplemental grant funding to construct turf taxiway improvements at the Gardner Municipal Airport as part of CIP project AP3011 and approve the expenditure of \$19,241.20 of revenues in the City's Airport Fund as detailed in the agreement.

PROJECT NO. AV-2024-85
KAIP
AIRPORT MODERNIZATION
CITY OF GARDNER, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Supplemental Agreement is between the **Secretary of Transportation, Kansas** Department of Transportation (KDOT) (the “Secretary”) and **City of Gardner, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

A. The Parties entered into an Agreement dated August 22, 2023, for Airport Modernization Geometric Improvement / Vertical Development Project to construct a turf taxiway from the existing paved Runway 8-26 to the existing turf Runway 17-35 and relocate the Runway 17 Threshold for the Gardner Municipal Airport (the “Original Agreement”).

B. The Parties mutually desire to supplement the Original Agreement to reflect an increase in total project value.

NOW, THEREFORE, the Parties agree as follows:

1. On page 4 of the Original Agreement, Article II: Funding, paragraph 1, be replaced in its entirety to read as follows:

Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree the estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of the Project, not to exceed \$173,170.80.
Recipient	10% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Costs of the Project after Secretary’s funding limit is reached; 100% of Costs of Non-Participating Costs.

2. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

Recipient

Kansas Department of Transportation

(Signature) (Date)

Calvin E. Reed, P.E. (Date)
Secretary of Transportation

(Print Name)

(Title)

Approved as to form:

KAIP
AIRPORT MODERNIZATION
City of Gardner

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **City of Gardner, Kansas** (the “Recipient”), collectively, the “Parties.”

RECITALS:

- A. The Recipient has applied for, and the Secretary has approved, an Airport Modernization Geometric Improvement / Vertical Development Project to construct a turf taxiway from the existing paved Runway 8-26 to the existing turf Runway 17-35 and relocate the Runway 17 Threshold for the Gardner Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning, and maintenance of the Airport.
- D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project through the use of state and local funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITIONS

The capitalized terms below have the following meanings when used in this Agreement:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, both attached and incorporated by reference, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Airport**” means Gardner Municipal Airport, a Public Use General Aviation Airport, located at 31905 W 175 St, Gardner, Kansas 66030.
- 3. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.

4. **“Construction Contingency Items”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, and/or demolishing any structure, building, or pavement; and/or any drainage, dredging, excavation, grading, or similar work upon real property.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means any entity awarded any Construction contract for the Project, and any subcontractors working for any Contractor or the Recipient with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by the FAA.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
11. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
13. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
15. **“Letting” or “Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
16. **“National Plan of Integrated Airport Systems (NPIAS) Airport”** as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services for the construction, planning, and maintenance of the Airport which are an integral part of the Project, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities including, but not limited to, design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the endeavor that is the subject of this Agreement to be undertaken by the Recipient, being: **to construct a turf taxiway from the existing paved Runway 8-26 to the existing turf Runway 17-35 and relocate the Runway 17 Threshold for the Gardner Municipal Airport in Gardner, Kansas.**
22. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
23. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
24. **“Recipient”** means City of Gardner, Kansas, with its place of business at 120 E Main St., Gardner, Kansas 66030.

25. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.

26. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.

27. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II: FUNDING

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all unforeseeable elements of cost within the defined project scope identified after the Construction phase commences (“Construction Contingency Items”). The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Participating Costs of the Project, not to exceed \$99,000.00.
Recipient	10% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Costs of the Project after Secretary’s funding limit is reached; 100% of Costs of Non-Participating Costs.

ARTICLE III: SECRETARY RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary’s maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.

2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring any Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary’s authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective

date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV: RECIPIENT RESPONSIBILITIES

1. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.
2. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.
3. **Conformity with Federal Requirements.** The Recipient shall design, or contract to have designed, the Project in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.
4. **Consultant Contract Language.** The Recipient shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:
 - a. **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
 - b. **Progress Reports.** Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

c. Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

5. Design and Specifications. The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.

6. Final Acceptance. The Recipient shall obtain final acceptance and certification of the Project through KDOT’s Division of Aviation.

7. General Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient’s employees, agents, subcontractors, or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

8. Hazardous Waste. The Recipient agrees to the following with regard to Hazardous Waste:

a. Removal of Hazardous Waste. The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste

include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.

b. Responsibility for Hazardous Waste Remediation Costs. The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

c. Hazardous Waste Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.

d. No Waiver. By signing this Agreement, the Recipient has not repudiated, abandoned, surrendered, waived, or forfeited its right to bring any action, seek indemnification, or seek any other form of recovery or remedy against any third-party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third-party for any Hazardous Waste on any Right of Way within the Project limits.

9. Indemnification by Contractors. The Recipient agrees to require any Contractor to indemnify, hold harmless, and save the Secretary and the Recipient from personal injury and property damage claims arising out of the act or omission of any Contractor, any Contractor's agent, subcontractors, or suppliers. If the Secretary or the Recipient defends a third-party's claim against any Contractor, said Contractor shall indemnify the Secretary and the Recipient for damages paid to the third-party and all related expenses either the Secretary or the Recipient or both incur in defending the claim.

10. Inspection of Records. During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

11. Legal Authority. By signature on this Agreement, the signatory certifies they have legal and actual authority as representative and agent for the Recipient to enter into this Agreement on its behalf. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Maintenance**. When the Project is completed and final acceptance is issued the Recipient will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Recipient will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

13. **Performance Bond**. The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

14. **Prevailing Wages**. The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

15. **Preventive Maintenance**. The Recipient agrees to implement, or work with the Airport to implement, an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

16. **Project Administration**. The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.

17. **Project Modification**. Any of the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project description
- c. Project scope

During Construction, the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Responsibility for Adequacy of Design**. The Recipient shall be responsible for, and require any Consultant retained by it to be responsible for, the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, any construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.

19. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.

20. **Useful Life.**

a. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient shall reimburse the Secretary a prorated amount based on a ten (10) year Useful Life of the Project. This assurance clause shall be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision shall only apply to closure for non-airport purposes.

b. **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

c. **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

d. **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary one hundred percent (100%) of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \text{Number of Full Years Remaining in the Useful Life Period at the Time of unauthorized change in use} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

21. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted, all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

ARTICLE V: GENERAL PROVISIONS

1. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
2. **Certification of Compliance.** The Recipient agrees to certify that it is in compliance with K.S.A. 46-239(c) by signing the Certificate of Compliance Special Attachment, which is attached hereto and made a part of this Agreement.
3. **Certification Regarding No Boycott of Israel.** The Recipient agrees to certify that it is in compliance with K.S.A. §§75-3740e and 3740f, by signing the Certification of Company Not Engaged in a Boycott of Goods or Services from Israel Special Attachment, which is attached to and made a part of this Agreement.
4. **Certification Regarding Sexual Harassment.** The Recipient agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.
5. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 01.24.23” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
7. **Contractual Provisions.** The provisions found in “Special Attachment No. 2: Contractual Provisions Attachment (Form DA-146a)”, which is attached hereto, are incorporated into, and made a part of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
10. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
11. **No Assignment.** The Recipient shall not transfer or assign all or any rights or obligations existing under this Agreement without the prior written approval of the Secretary.
12. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
13. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
14. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.
15. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

City of Gardner, Kansas

Kansas Department of Transportation



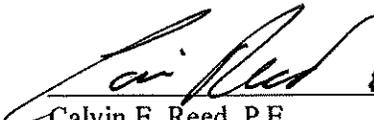
(Signature) 6/5/23
(Date)

Tom Winters

(Print Name)

Mayer

(Title)



Calvin E. Reed, P.E. 8/22/2023
(Date)
Secretary of Transportation

Form Approved
By <u>H.D.B 8/21/2023</u>
Legal Dept. KDOT

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: Not Applicable – Public Entity Recipient

Date: _____

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Not Applicable – Public Entity Recipient

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By: Not Applicable – Public Entity Recipient

Signature

Printed Name

Title

Date

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: JULY 1, 2024

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with McAnany Construction, Inc. to construct the Center Street Rehabilitation, 167th Street to Warren Street Project.

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

Department: Public Works

Staff Recommendation:

Staff recommends authorization of a contract with McAnany Construction, Inc. to construct the Center Street Rehabilitation, 167th Street to Warren Street Project, in the amount of \$693,103.95.

Background/Description of Item:

This section of Center Street is rated as poor by the City's pavement management database and is in need of major maintenance to prolong the life of the roadway. The proposed project will mill and overlay the existing asphalt road surface, replace deteriorated curb and gutter, re-establish pavement markings, and perform other related work.

The City advertised for bids and held a public bid opening on June 14, 2024, with the following results.

<u>Bidder</u>	<u>Total Bid</u>
McAnany Construction, Inc.	\$693,103.95
Harbour Construction, Inc.	\$739,538.32
Superior Bowen Asphalt Company, LLC	\$799,181.75
Engineer's Estimate	\$790,808.00

Financial Impact:

The project has been awarded Johnson County CARS Program funding (50/50 match) up to a total project cost not to exceed \$1,338,000.00. The City's portion will be funded from the Special Highway Fund.

Attachments Included:

- Construction Agreement

Suggested Motion:

Authorization to execute a contract with McAnany Construction, Inc. to construct the Center Street Rehabilitation, 167th Street to Warren Street Project, in the amount of \$693,103.95.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this ___ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and _____ McAnany Construction, Inc. [hereinafter referred to as "Contractor"] for the construction of the following described work: **"Center Street Rehabilitation, 167th Street to Warren Street"** known as City of Gardner Project No. PW6014.

RECITALS

WHEREAS, the City desires to construct and complete Project No. PW6014.

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. PW6014, 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 work: **"Center Street Rehabilitation, 167th Street to Warren Street."**

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. PW6014. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
 - b. With respect to this Agreement, the Contractor shall employ the following key personnel: Zachary Tincher & Ben McAnany
 - 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 Zachary Tincher 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 Matt Just, P.E. (913-856-0957) as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

2.0 Commencement of Contract Time; Notice to Proceed.

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

- 2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

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

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

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

3.7 Liquidated Damages.

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

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

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

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

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

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this

Agreement, the total of which shall not exceed a maximum total fee of \$ 693,103.95).

4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

- 1) Ten (10) percent until construction is substantially complete;
- 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: Matt Just, P.E.

4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

- 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
- 2) Claims of third parties against City or City's property;
- 3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage to City or a third party to whom City is, or may be, liable; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

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

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

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

6.0 Partial Utilization of Work by City.

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

7.0 Completion and Final Payment.

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

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

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

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

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

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

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

10.0 Warranty and Defective or Unacceptable Work.

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

11.0 Suspension of Work.

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

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

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

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

12.0 Termination.

12.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:
 - 12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or
 - 12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - 12.1.a.3 Contractor should be adjudicated to be bankrupt; or
 - 12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or
 - 12.1.a.5 a receiver should be appointed for Contractor or any of its property; or
 - 12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or
 - 12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;
- then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may

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

13.0 Indemnification.

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

14.0 Bonds.

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

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

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

15.0 Insurance.

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

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

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

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

15.2 Subcontractor's Insurance.

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

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

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

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

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

AND

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

OR

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

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

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

16.0 Conflict of Interest.

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

17.0 Nondiscrimination.

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

18.0 Facilities and Equipment.

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

19.0 Accessibility.

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

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

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

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

20.2 Open Records.

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

20.3 Maintenance of Records.

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

21.0 Patent Fees and Royalties.

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

22.0 Independent Contractor.

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

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

23.0 Compliance with Laws.

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

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

24.0 Assignment.

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

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner
Attn: Matt Just, P.E.
120 E. Main Street
Gardner, KS 66030

To Contractor:
McAnany Construction, Inc.
Attn: Zach Tincher
15320 Midland Dr
Shawnee, KS 66217

27.0 Amendments.

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

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

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

28.0 Waiver of Claims.

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

29.0 Remedies are not Exclusive.

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

30.0 No Third Party Beneficiaries.

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

31.0 Force Majeure.

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

32.0 Titles.

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

33.0 Negotiations.

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

34.0 Costs and Attorneys Fees.

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

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

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

37.0 Incorporation of Appendices.

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

38.0 Entire Agreement.

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

39.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

CONTRACTOR

James Pruetting, City Administrator



Zachary Tincher, Project Manager & Estimator
McAnany Construction, Inc.
(Name, Title)

ATTEST:

Renee Rich, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: JULY 1, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends determining a proposed mill levy and adopting a resolution of the City regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

Background/Description of Item:

On June 17, 2024, the City Council expressed the intent to exceed the revenue neutral rate of 16.825 mills. City staff is seeking direction on the proposed mill rate, which needs to be included on the proposed resolution.

The resolution sets a public hearing regarding the Governing Body's intention to exceed the revenue neutral rate for September 3, 2024, at 7:00 p.m., to be held at City Hall, 120 E. Main, Gardner, Kansas and directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the city's proposed intent to exceed the revenue neutral rate.

Attachments Included:

- Resolution No. 2144

Suggested Motion:

Adopt Resolution No. 2144, a resolution of the City of Gardner, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

RESOLUTION NO. 2144

A RESOLUTION OF THE CITY OF GARDNER, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Gardner was calculated as 16.825 mills by the Johnson County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of Gardner, Kansas will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

Section 1. The Governing Body of the City of Gardner hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for September 3, 2024, at 7:00 p.m., central standard time, to be held at City Hall, 120 E. Main, Gardner, Kansas and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Gardner expresses its intention to exceed the Revenue Neutral Rate with a proposed mill levy of _____._____ mills.

Section 3. The Governing Body of the City of Gardner, Kansas directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED by the Governing Body of the City of Gardner, Kansas, on July 1, 2024.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 2

MEETING DATE: JULY 1, 2024

STAFF CONTACT: JEFF LEMIRE, UTILITIES MANAGER

Agenda Item: Consider authorizing the City Administrator to execute an Amendment to the Professional Services Contract for George Butler Associates, Inc. (GBA) for the Design and Environmental Clearance of the Cedar Niles Lift Station Improvements Project, Project No. WW8013.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:

Staff recommends that the City Council authorize the City Administrator to execute an Amendment to the Professional Services contract with George Butler Associates, Inc. (GBA) for additional scope of services for environmental clearance, the Consultant's compensations shall be increased by \$268,375.00 to a total amount not to exceed the contract value of \$1,162,306.00 for the Cedar Niles Lift Station Improvements Project WW8013.

Background/Description of Item:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available for "grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending". On March 2, 2023, the City received notice of a "Community Project Funding" or "CPF" grant award, administered by the Department of Housing and Urban Development (HUD), in the amount of \$3,000,000 for the Gardner Wastewater Infrastructure Project. On April 4, 2024, the City received a fully executed and signed grant agreement from HUD.

On December 4, 2023, City Council awarded a Professional Services contract with GBA for the design of the Cedar Niles Lift Station Improvements Project for \$893,931.00. These improvements which include, but are not limited to, Lift Station design, flow projections and reviews, surveying, geotechnical investigations, wet well design, gravity interceptors, forcemain and other components to create an operable wastewater collection system for the southeast growth area.

CPF grant projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA) and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders. During the grant execution period with HUD, it was determined that a higher level of environmental review process would be required, which falls outside of the original scope of work with GBA. Therefore, this amendment will cover the additional work required to complete the Environmental Assessment (EA) required, complying with HUD NEPA regulations.

Financial Impact:

Funding for the project is available from Wastewater Fund 2023 Budget.

Attachments included:

- a. Amendment to the Agreement for Professional Services, Amendment No. 2

Suggested Motion:

Authorize the City Administrator to execute Amendment No. 2 to the Professional Services contract with George Butler Associates, Inc. (GBA) in an amount not to exceed \$268,375.00 for the environmental clearance for the Cedar Niles Lift Station Improvements Project WW8013.

**AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CITY OF GARDNER, KANSAS AND GEORGE BUTLER ASSOCIATES, INC.**

AMENDMENT No. 2

Date: Jun 25, 2024

THIS AMENDMENT modifies the Agreement dated November 21, 2023 made by and between **George Butler Associates, Inc.** (hereinafter called Consultant), and The City of Gardner Kansas (hereinafter called OWNER) for the following Project: **Cedar Niles Lift Station, Force Main and Gravity Interceptor, Project No. WW-8017**. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the Consultant's Scope of Services is amended to add the following items. The detailed scope of services and associated fees are included in Attachment A.
 - a. Perform an Environmental Assessment to meet HUD requirements. Consultant will hire a subconsultant to perform the Environmental Assessment, whose scope is included as Attachment B.
 - b. Additional survey, design, and geotechnical investigations to relocate the lift station approximately 600 feet south of the originally proposed location., including removal of dam analysis study from the original geotechnical scope of work
 - c. Develop the construction contract documents into three separate bid packages: gravity sewer, lift station, and force main.

2. The following adjustments are made to the Consultant's compensation:

For the Scope of Services, the Consultant's compensation shall be increased by \$268,375 to a total contract value of \$1,162,306.

3. Other changes to the Agreement, if any, are stated below:

For the Term of Agreement, the term shall be extended to August 31, 2026, for the services associated with the scope of services related to the Cedar Niles Lift Station, Force Main and Gravity Interceptor.

4. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

OWNER: City of Gardner, Kansas

Consultant: George Butler Associates, Inc.

By: _____

By: _____

Name: _____

Name: Gary S. Beck

Title: _____

Title: Vice President

Attest: _____
City Clerk:

Approved as to Form: _____
City Attorney:

**Amendment 2
ATTACHMENT A
SCOPE OF SERVICES AND RELATED MATTERS**

GENERAL

The following scope of work describes the work to be completed as follows for the 2023 Cedar Niles Lift Station Project:

1. Perform an Environmental Assessment to meet HUD requirements.
2. Additional survey, design, and geotechnical investigations to relocate the lift station approximately 600 feet south of the originally proposed location., including removal of dam analysis study from the original geotechnical scope of work
3. Develop the construction contract documents into three separate bid packages: gravity sewer, lift station, and force main.

TASK 1: ENVIRONMENTAL ASSESSMENT

Task 101 - Subconsultant Amendments and Administration. Consultant will contract with a subconsultant to provide an Environmental Assessment to comply with Housing and Urban Development (HUD) grant funding requirements. Negotiate contracts and coordinate work with subconsultants. For this amendment, it is assumed that the City will act as the Responsible Entity for reviewing the Environmental Assessment document. The subconsultant retained by GBA will enter Environmental Assessment documents directly into the HUD HEROS program for review by the City and GBA. The subconsultant scope is included as an attachment to this document.

The area for the Environmental Assessment to consider will include the currently proposed gravity sewer, force main, and lift station location near 191st and Clare Road, as well as the “do-nothing alternative.” Further, the aggregation project area will include the 104 acres included in the original project development area near the southeast corner of 183rd and Clare Rd, as shown in the attached figure.

Task 102 – Coordination and Meetings. Assist with coordination between subconsultant, City, and HUD. Attend scoping meetings with HUD, City, and BV. Provide management services necessary throughout the project to successfully manage and complete the Environmental Assessment work, including project correspondence and consultation with City Staff; supervision and coordination of services; continuous monitoring of work progress. Assist subconsultant and City in response during public comment meeting. Attend up to two (2) public meetings and one (1) City Council meeting. Prepare one presentation.

Attend biweekly coordination meetings with City and subconsultant. Assume two personnel will attend up to sixteen (16) one-hour meetings. Assume an additional six (6) coordination meetings with the City, HUD, or other entities.

Task 103 – Alternatives Analysis. Develop alternatives analysis document to identify alternatives required for the HUD EA documentation. Compile documents from City's application, prepare updated figures, coordinate with subconsultant, and provide documents for selection of preferred alternative.

Task 104 – Additional Project Management. Provide additional project management duties as described in the original scope of work. Anticipate additional eight (8) invoices and monthly project coordination meetings.

TASK 2: ADDITIONAL DESIGN FOR RELOCATION OF PUMP STATION

The City indicated a desire to relocate the proposed Cedar Niles Lift Station approximately 600 feet further south on the TAT property in order to accommodate additional future growth. This change includes additional survey, design, and geotechnical investigations. The original scope is modified as outlined herein.

Task 201 – Additional Geotechnical Investigations. Obtain three (3) additional geotechnical soil borings and reporting for the relocation of the lift station approximately 600 feet further south than originally scoped. Provide clearing necessary to obtain additional soil borings.

Remove global stability evaluation of the existing dam from the original scope.

Task 202 – Additional Site Survey. Perform additional topographic survey of the proposed gravity sewer and force main alignments to the new pump station site. Incorporate additional survey data into updated base map for design. Survey for this area will be as described within the original scoping document.

Task 203 – Additional Design Evaluation. Recalculate estimated design flows based on additional area. Perform preliminary design. Evaluate alignment alternatives. Prepare additional plan and profile sheets through all phases of design for an additional 600 feet of gravity sewer and force main piping. Include extended pipeline and new pump station location within environmental permitting as described in original scope.

TASK 3: CREATE THIRD BID SET

Task 301 – Prepare Construction Documents into Three Bid Sets. Revise gravity sewer and force main construction documents into two (2) separate sets of documents for bidding. The contract documents will include plans, specifications,

and opinions of construction cost (OPCC) for gravity sewer, force main, and pump station separately. Revise submittals for 60%, 90%, and final phase deliverables.

Task 302 – Additional Bid Package Assistance and Evaluation. Provide and distribute project contract documents for the third plan set, in accordance with City’s Purchasing Procedures, to interested parties. Bidding assistance for third bid set will be as described within the original scoping document.

Task 303 – Additional Pre-Bid Meeting. Schedule an additional pre-bid meeting with the City and bidders for third plan set. Pre-bid meeting duties for third plan set will be as described within the original scoping document.

Attachment C - Work and Fee Schedule
 City of Gardner, KS Cedar Niles Lift Station
 Amendment 2: Environmental Assessment and Relocation of Lift Station

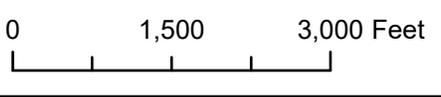
									Total		
CLASSIFICATION	PRI	SASC	SAES	SPEC	STEC	AES	Insp4	Adm	Hours	Expenses	Total Fee
HOURLY CHARGE OUT RATE	\$285	\$260	\$190	\$165	\$160	\$130	\$130	\$100			
Task 1: Environmental Assessment											
101 Subconsultant Agreements and Administration	2	8	16						26	\$ 157,300	\$ 162,990
102 Coordination and Meetings		100	108		16	20			244		\$ 51,680
103 Alternatives Analysis	1	10	18		8	20			57		\$ 10,185
104 Additional Project Management (8 months)	2	12	32			16		8	70		\$ 12,650
Sub-Total 1. Environmental Assessment	5	130	174	0	24	56	0	8	397	\$157,300	\$237,505
Task 2: Additional Design for Relocation of Pump Station											
201 Additional Geotechnical Investigations	1		2	4		2	2		11	0	\$ 1,845
202 Additional Site Survey		2	4			2			8	\$ 6,900	\$ 8,440
203 Additional Design Evaluation			2	4	8	4			18		\$ 2,840
Sub-Total 2. Additional Design for Relocation of Pump Station	1	2	8	8	8	8	2	-	37	\$6,900	\$13,125
Task 3: Create Third Bid Set											
301 Prepare Construction Documents into Three Bid Sets - (3 Plan sets, changed from 2 sets)			2	6	24				32		\$ 5,500
302 Additional Bid Package Assistance and Evaluation			4	8	20	20			52		\$ 8,360
303 Additional Pre-Bid Meeting	1	2	4		8	8			23		\$ 3,885
Sub-Total 3. Create Third Bid Set	1	8	18	0	52	28	0	-	107	0	\$17,745
TOTAL HOURS AND FEE	7	140	200	8	84	92	2	8	541	\$164,200	\$268,375

Exhibit A Figure 1 - Initial Development Area

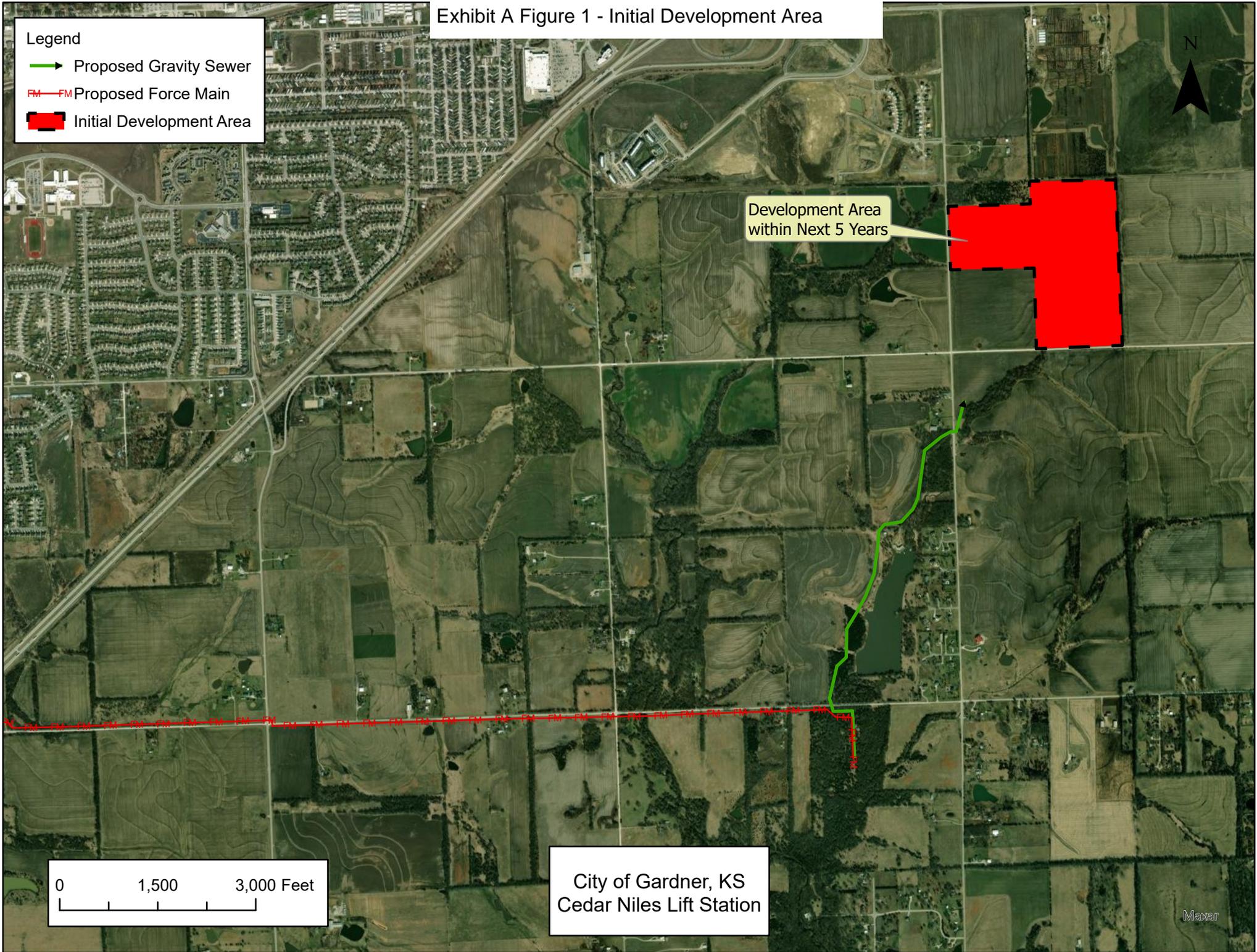
- Legend
- Proposed Gravity Sewer
 - FM Proposed Force Main
 - Initial Development Area



Development Area within Next 5 Years



City of Gardner, KS
Cedar Niles Lift Station



June 25, 2024

George Butler Associates, Inc.
Mr. Jacob Cox, Senior Engineer
9801 Renner Boulevard
Lenexa, KS 66219

Subject: Black & Veatch Proposal for Housing and Urban Development (HUD) Grant Support, Cedar Niles Wastewater Infrastructure Improvements/Lift Station

Dear Mr. Cox,

This updated proposal presents the anticipated scope and budget for a new assignment to be performed by Black & Veatch to provide GBA with the necessary HUD NEPA-compliant Environmental Assessment documentation for the Cedar Niles wastewater infrastructure improvements project that will involve installation of new gravity sewer line, forced main, and lift station around 191st Street between Cedar Niles Road and South Clare Road southeast of Gardner, Kansas.

It is Black & Veatch's understanding that GBA has contracted with the City of Gardner to provide planning (studies, permitting), construction, and support services for HUD grant-funded projects; specifically, for the Cedar Niles wastewater infrastructure improvements project. GBA has indicated the need for environmental support from Black & Veatch for the required Environmental Assessment of the project impacts required for compliance with HUD NEPA implementing regulations. Black & Veatch's EA support would include a complete Environmental Assessment (EA) and supporting documentation that is required to complete the Environmental Review process. Black & Veatch proposes to provide ongoing HUD EA support to GBA as described in the scope of work.

We appreciate the opportunity to submit this proposal, and we look forward to working together with GBA on this project. If you have any questions or require any additional information, please contact Kim Landon (phone: 913-458-8535, email: LandonKM@bv.com) or me (phone: 913- 458-9837, email: KasarabadaAN@bv.com).

Regards,

BLACK & VEATCH CORPORATION



Ajay N. Kasarabada, P.E.
Associate Vice President and Director of Environmental Solutions
Black & Veatch

cc: Derek Cambridge, Client Director
Kim Landon, Project Manager

CEDAR NILES WASTEWATER INFRASTRUCTURE IMPROVEMENTS/LIFT STATION

SCOPE OF WORK

The following is our proposed scope outline for the project:

Project Management

Black & Veatch will provide effective project management throughout the project duration. This includes management of schedules and budgets to meet project goals. Black & Veatch will participate in biweekly update meetings with GBA, HUD, and/or the City of Gardner for the anticipated 6-month duration of the project.

Task 1 – NEPA Coordination and Documentation

Black & Veatch will complete the “Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58” and the associated checklists, forms, maps, and documentation. The intent is to provide HUD assurance that the proposed project follows their NEPA implementing regulations and provides sufficient information about the project impacts to inform their decision making about funding the project. This task includes process coordination with City of Gardner and GBA staff, follow-up efforts with consultation agencies, and communication of required actions and documentation. The Environmental Assessment (EA) will be completed in HUD’s electronic HEROS system so that the EA will be easily coordinated among Black & Veatch team members during its development and can be reviewed and submitted online by the City of Gardner as the Responsible Entity when it is complete.

Black & Veatch will lead the public outreach portion of the EA process, including preparing and ensuring publication of the Notice of Intent to Request Release of Funds and providing technical support to the City of Gardner during the public hearing anticipated for the project. Publication fees and materials/venue costs will be the responsibility of GBA. The following subtasks will be performed in support of the overall Environmental Assessment.

Task 1A– Biological and Natural Resources

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential impacts to natural resources. Resources including wetlands, endangered species, aquifers, floodplains (current and future), and streams and rivers within the project area will be documented. A set of maps, figures, and site photographs will be developed that will support this and the following tasks. This task will include correspondence and consultation with appropriate stakeholder agencies such as the US Fish and Wildlife Service, US Army Corps of Engineers, Kansas Department of Wildlife, Parks, and Tourism, and others. Black & Veatch will assist/consult with GBA for mitigation options, such as wetland mitigation credits or seasonal limitations on tree clearing, for anticipated impacts to ensure that proposed mitigation is feasible. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Black & Veatch will incorporate information resulting from GBA’s environmental scope items, such as wetland delineation results and similar, into the documentation for this task.

Task 1B – Cultural Resources

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential impacts to cultural resources. This task will include correspondence and consultation with appropriate stakeholder agencies such as the State Historic Preservation Officer and Tribal Historic Preservation Officer(s). Black & Veatch will assist/consult with GBA with mitigation options for anticipated impacts. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Black & Veatch will incorporate information resulting from GBA's environmental scope items, such as cultural resource review results and similar, into the documentation for this task.

Task 1C – Air Quality, Climate Change, and Greenhouse Gases

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential impacts to air quality. A HUD Clean Air/Air Quality worksheet will be completed. This task will include correspondence and consultation with appropriate stakeholder agencies such as the US Environmental Protection Agency. Black & Veatch will assist GBA with mitigation options for anticipated impacts. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Task 1D – Noise and Acoustic Environment

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential impacts to the acoustic environment. A HUD Noise Abatement and Control worksheet will be completed. This will include correspondence and consultation with appropriate stakeholder agencies. Black & Veatch will assist GBA with mitigation options for anticipated impacts, including reasonable actions to be taken to reduce noise during construction. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Task 1E – Hazardous Materials

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential hazardous materials within the project site. A HUD Explosive and Flammable Hazards worksheet and a HUD Hazardous and Toxic worksheet will be completed. This task will include correspondence and consultation with appropriate stakeholder agencies such as the US EPA and the Kansas Department of Health and Environment. Black & Veatch will assist GBA with mitigation options for anticipated impacts. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Task 1F – Environmental Justice

Black & Veatch will perform a desktop evaluation of the proposed project regarding potential environmental justice concerns. A HUD Environmental Justice worksheet will be completed including public involvement documentation provided by the City of Gardner and GBA. This will include correspondence and consultation with appropriate stakeholder agencies. Black & Veatch will assist GBA with mitigation options for anticipated impacts. Black & Veatch will prepare a technical memo of findings to be included in the final documentation package.

Black & Veatch notes that applicable topic areas required to be addressed by HUD in an EA, including applicable Assessment Factors and Compliance Factors, will be included in the EA, as listed in the Part 58 EA Checklist document provided in HUD website guidance and other applicable regulations. The above task groups are intended to cover these areas even though each subject area is not specifically called out by name. Specific subject areas including, but not limited to, Farmland Protection, Land Development, Socioeconomics, Community Facilities and Services, Natural Features, Climate and Energy, and Cumulative Impacts will be included in the EA. Black & Veatch proposes to prepare a complete EA for the City of Gardner.

ASSUMPTIONS

1. Initial consultation letters to agencies will be submitted by GBA or the City of Gardner. GBA will provide a project description, equipment specifications, and map showing the estimated limits of disturbance.
2. GBA and/or the City of Gardner will provide a description of the location and technology alternatives considered for the project and the rationale for why the proposed option(s) were selected. Black & Veatch's scope does not include evaluation of alternatives and is limited to describing the alternatives that GBA/the City of Gardner considered during the planning of the Cedar Niles project.
3. GBA will provide Black & Veatch any previously conducted and in-progress wetland and other waters of the US delineation reports, threatened and endangered habitat/species survey reports, air emission modeling, water quality modeling, Phase I and/or II Environmental Site Assessments and/or documentation of any pre-existing environmental conditions/contamination, acoustical surveys, archaeological and architectural surveys, description and quantity of hazardous materials stored or to be stored on-site, recreation studies, and agency consultations. The City of Gardner and/or GBA will also provide information about any legal settlements, consent orders, or similar constraints that may apply to the facility with regard to environmental resources, if applicable.
4. Black & Veatch acknowledges that GBA is responsible for the following environmental scope items, which we assume will be available to Black & Veatch during the course of the HUD EA development to provide information for the biological (wetlands, floodplains) and cultural resources portions of the HUD EA in particular:
 - o Corps 404 Waters Delineation
 - o Agency Coordination for local permits
 - o Cultural Resource Study (Archaeological survey)
 - o Corps 404 preconstruction notification and nationwide permit
 - o KDHE Sewer Extension permit
 - o NPDES permitting, including SWPPP
 - o Floodplain development permit
 - o DWR permit

Project Aggregation. It is also assumed that the above-referenced GBA scope items will address the aggregate area of 105 acres northeast of 183rd Street and South Clare Road expected for residential development in the next 5 years.

5. Because of our Kansas City staff's close proximity to the site, one site visit has been included in this scope to verify characteristics and features of the project area. Black & Veatch will not perform any environmental field studies for the HUD EA. The HUD EA will be developed using the information provided by GBA from the aforementioned environmental scope items, desktop research, and one site visit by Black & Veatch Kansas City-based project team members. In the event that the project team (GBA, City of Gardner, and Black & Veatch) later determines that any additional field surveys are needed to inform the EA or supplement GBA's scope items, Black & Veatch can provide these services under a separate scope.

6. Black & Veatch assumes that there will be no fees associated with accessing any federal, state, or local databases or for obtaining documents.
7. Anticipated schedules are dependent on timely agency and GBA/City of Gardner responses to information requests.
8. Black & Veatch assumes that impacts to cultural resources at the proposed project site will be minimal and that no cultural resource mitigation will be required.
9. Black & Veatch assumes that tribal consultation will progress smoothly and will be complete within 6 months of project initiation.
10. Public meeting technical support will include assistance with preparation/review of written materials to be presented/provided by the City at one public meeting and up to two Black & Veatch staff members' in-person or virtual attendance at the meeting, if desired by the City.
11. Construction limits (impacted corridor widths) are assumed to be areas of 100 feet wide around the gravity sewer centerline and 70 feet wide on the force main centerline. A 200 foot by 200-foot disturbed area is assumed for the lift station. Additionally, an aggregate area of approximately 105 acres occupying a large portion of the currently farmed/undeveloped section of land northeast of 183rd Street and South Clare Road will be included in the EA; the residential development of this land is expected to be indirectly spurred by construction of the Cedar Niles project during the next 5 years. Construction easements that are not yet finalized may result in slight changes to these areas, but will not change the EA task described in this scope.
12. A draft copy of the completed EA documentation will be provided for one round of GBA/City of Gardner review. Black & Veatch will incorporate consolidated comments from GBA and the City of Gardner within 2 weeks of receipt of all comments and will then provide the final copy of the EA. Black & Veatch assumes that the comments will not request new studies or other significant changes to the draft document.

SCHEDULE

Black & Veatch shall submit the deliverables and perform the work as depicted in the table below based on a work start date of July 1, 2024:

Task, Subtask or Activity ID	Major Task, Sub-Task, Activity, or Deliverable	Duration	Delivery Date
Cedar Niles Wastewater Improvements/Lift Station Project			
1	NEPA EA Oversight, HEROs documentation, Meetings	316 hours	NTP + 24 Weeks
1A	Biological and Natural Resources	102 hours	NTP + 24 Weeks
1B	Cultural Resources	108 hours	NTP + 24 Weeks
1C	Air Quality, Climate Change, and Greenhouse Gases	58 hours	NTP + 24 Weeks
1D	Noise/Acoustic Environment	75 hours	NTP + 24 Weeks
1E	Hazardous Materials	50 hours	NTP + 24 Weeks

1F	Environmental Justice/Socioeconomics	90 hours	NTP + 24 Weeks
All	GIS Mapping Support	40 hours	NTP + 24 Weeks
All	Public Outreach, Comment Resolution	40 hours	NTP + 24 Weeks

At the end of the 24-week duration noted, Black & Veatch will notify GBA/the City of Gardner that the complete Draft EA is available in the HUD HEROS system for review.

PRICING AND PAYMENT TERMS

The fee for this HUD EA scope is calculated based on the estimated staff augmentation labor and expertise needed by GBA to support rapid completion of the Environmental Review process for the Cedar Niles project described above.

Black & Veatch will perform this scope of work on a time and materials, not to exceed basis without prior authorization for a total of **\$157,300** to be billed monthly. Payment terms shall be net 30 days in accordance with a mutually acceptable contract.

PROPOSAL VALIDITY PERIOD

These Fees are based upon the anticipated level of effort required for the scope of services outlined above. This Proposal and the Fees shall be in effect for thirty (30) days from the date submitted.

Attachments included:

- a. Amendment to the Agreement for Professional Services, Amendment No. 2

Suggested Motion:

Authorize the City Administrator to execute Amendment No. 2 to the Professional Services contract with George Butler Associates, Inc. (GBA) in an amount not to exceed \$268,375.00 for the environmental clearance for the Cedar Niles Lift Station Improvements Project WW8013.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: JULY 1, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider a resolution designating the Legal Record as the official newspaper for the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Staff recommends adopting a resolution designating the Legal Record as the official city newspaper for the city of Gardner, Kansas.

Background/Description of Item:

K.S.A. 12-1651(a) states “the governing body of each city of the second and third class shall designate by resolution a newspaper to be the official city newspaper”

Under Kansas Statutes, the City of Gardner is required to publish several different types of legal notices in its official city newspaper including but not limited to ordinance summaries and public notices such as notices of public hearings.

On Thursday, June 27, 2024, staff was notified the Gardner News would no longer be publishing their newspaper effective immediately.

Attachments:

- Resolution 2145

Suggested Motion:

Adopt Resolution 2145, a resolution of the City of Gardner, Kansas, designating the *Legal Record* as the official newspaper for the City of Gardner, Kansas.

RESOLUTION NO. 2145

A RESOLUTION OF THE CITY OF GARDNER, KANSAS DESIGNATING THE LEGAL RECORD AS THE OFFICIAL CITY NEWSPAPER FOR THE CITY OF GARDNER, KANSAS.

WHEREAS, Resolution No. 2135 adopted by the Governing Body of the City of Gardner, Kansas on February 5, 2024 designates The Gardner News as the official City newspaper for the City of Gardner;

WHEREAS, K.S.A. 12-1651 governs the designation of the official city newspaper within cities of the second class and provides that such designation shall be by resolution and that the official newspaper is required to meet the following qualifications: (1) it must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication; (2) it must be entered at the post office of publication as second-class mail matter; (3) more than 50% of the circulation must be sold to the subscribers either on a daily, weekly, monthly or yearly basis; and, (4) it shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication;

WHEREAS, the Governing Body has determined that the Legal Record satisfies the requirements of K.S.A. 12-1651 and has further determined that it wishes to change the official City newspaper for the City of Gardner, Kansas to the Legal Record;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION 1. The Legal Record is hereby designated as the official city newspaper.

SECTION 2. That Resolution No. 2135 and any other resolution previously adopted by the Governing Body of the City designating any newspaper other than the Legal Record as the official newspaper for the City is hereby repealed.

SECTION 3. This Resolution shall take effect from and after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Gardner, Kansas on this ____ day of July, 2024.

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

Approved as to form:

Ryan Denk, City Attorney