AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 16, 2020
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARING

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on March 2, 2020.
2. Standing approval of City expenditures prepared February 24, 2020 in the amount of $126.50; and February 28, 2020 in the amount of $826,275.80; and March 6, 2020 in the amount of $332,905.56.
3. Consider the reappointment of Scott Boden to the Planning Commission
4. Consider authorizing the execution of a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt)
5. Consider authorizing the execution of a contract with Apac-Kansas, Inc. for the 2020 Pavement Management Program (Chip Seal)
6. Consider authorizing a Change Order with Amino Brothers Co., Inc. to construct storm sewer improvements for the Waverly Plaza Special Benefit District
7. Consider authorizing the execution of a contract for the Prairie Trace Sanitary Sewer Improvements Project

PLANNING AND ZONING CONSENT AGENDA

1. Consider accepting the dedication of right-of-way and easements on final plat FP-20-01 for Frontier Commerce Park, 1st Plat

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider approving the City's contribution to health insurance premiums for the 2019-2020 plan year
2. Consider a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health dental and vision programs
3. Consider authorizing the execution of a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services
4. Consider adopting a Resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas
5. Consider option to address all-electric utility customers

COUNCIL UPDATE – 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. 2020 – 29
March 2, 2020

The City Council of the City of Gardner, Kansas met in regular session on March 2, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Mayor Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Business & Economic Development Director Larry Powell; Public Works Director Michael Kramer; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Police Captain Lee Krout; Finance Director Matthew Wolff; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in. Councilmember Rich Melton was absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. 2019 End of Year Financial Report

Finance Director Matt Wolff stated that the city uses priority based budgeting. They are in the middle of their first two-year budget cycle, and are beginning the next two-year cycle for 2021-22, and as part of that monitoring results and adjusting as necessary. They go over year-end results right before the budget process. The general fund revenues turned to be favorable tot eh estimate by 3.5%, or $455,000. Expenditures were unfavorable to the estimate by 1.3% or $176,000. Overall, the fund balance increased from an estimated 26% to 28%, and every 1% is about $137,000. The main revenues that went up were licensing and permits, development department has been busy, and interest earnings were up and have been for several years, and Finance will continue to invest idle funds to maintain and increase investment earnings, and the other/misc was 20% higher than estimated or $180,000 and $135,000 of that was duet to lease proceeds for the dump truck. General fund expenditures were unfavorable to the estimate by 1.3% or $176,000, again due mostly to the dump truck purchase that wasn't planned but was needed and the SWJCEDC contract was moved to the general fund because they didn't have enough transient guest tax. There are other miscellaneous budget changes throughout the entire budget that were $42,000 favorable, but overall with unplanned expenditures, they are within 1.3% of expenditures. This illustrates a very tight budget control. The electric fund had unfavorable revenue by 4.9% or $865,000 and expenses were favorable by 9.4% or $1.6 million. Fund balance increased from 68% to 80%. There is an additional $3.1 million in electric capital reserve fund. The revenue difference is most in retail sales, but there was a small offset with higher than anticipated revenues from Dogwood. There was a favorable variance to expenses, mostly due to a delay in capital projects like smart meters. There was an offset by negative variance at wholesale electric purchases, about $1.3 million, and the transfer to the airport fund. Overall it's a $15.5 million fund balance. The water fund revenues were unfavorable by 17.2% and expenses were unfavorable by 1.5%, and the fund balance decreased from an estimated -62% to -67%. The reason the fund balance is negative is because they encumbered the entire contract for the water plant expansion. If that is removed, they'd have a fund balance of 81% or $4.6 million. Bonds will be issued in May. The wastewater fund revenue was unfavorable by 26% and expenses were favorable by 36.7%. Fund balance increased from an estimated 18% to 33%. Revenue variances is due to a variance in the amount of bond proceeds that were issued, $5.2 million versus $2 million, and retail sales were down $190,000. Expense savings is due to delayed capital projects. Overall the fund balance went up $2.9 million and the end of year fund balance is $1.9 million. The general fund balance is above the 25% target rate at 28%. The electric fund is robust. Water and Wastewater funds are adequate. If the water plant is taken out of account, there's an 81% fund balance from water. It's listed as adequate because there are $50 million in water

projects coming up in the next 10 years, and with the rate study that gets spent down over time. Overall the fiscal condition is sound.

Councilmember Gregorcyk said dump truck was necessary, but asked if they are using a CMMS system or something that tells when the machinery that keeps the town running needs replaced based on mileage or usage? Director Wolff said Utilities uses a CMMS, but Public Works and general fund vehicles use a VERP rating. Staff goes through the process every budget cycle. It isn't that they were caught off-guard, they know there are a lot of vehicles that need replaced. The general fund is the tightest fund. That's why they had to use lease proceeds to pay for it. Mayor Shute said they have a lot of significant needs across the city. They have to make tough decisions, one being that they were deferring Public Works vehicle purchases, and at some point they break down. Director Wolff said they are looking at current VERP scores and seeing what kinds of finance methods they may be able to use on those vehicles. Councilmember Gregorcyk uses machinery at work and home. A water heater for example has 15-20 year life cycle, so by 15 years he needs to plan to replace or start saving, making it more manageable. He wanted to make sure the city has something in place so they don't get caught off-guard

Councilmember Baldwin said the general fund is at 28%. Was there a desire to be at 30%, what they were aiming for? Director Wolff said they have a range of 20%-25% based on GFOA recommended fund balance. 2020 was projected to be at 23%, when they first did the two-year budget. The estimate raised it to 26%, and it came in higher at 28%. After talking to rating agencies, they should keep it around 25% at the lowest. Councilmember Baldwin said they don't want extra sitting there, but want it high enough to have good ratings.

2. Funding Capacity Analysis

Municipal Advisor Bruce Kimmel with Ehlers shared an update regarding the city's fiscal capacity. The city is going to have quite a few capital projects across the funds coming up, starting with a sizeable bond issuance this spring. Now is a good time to look at existing debt profile, look at the major funds that debt gets paid from, answer questions. Mr. Kimmel wants to provide the information for the best decisions possible. He presented a profile of the existing city debt service, which matures over the next 18 years, and provide more detail on the bond and interest fund which is the debt service that is paid significantly with property taxes, and a profile of the wastewater and water utility funds. The utility rate study the city had done recommended rate increases: 1% rate increase starting 5 years from now for wastewater, and 3.7% annual increases in effect starting this year and are assumed to be ongoing. They've assumed those same rate increases as a starting place for the profile. Kimmel began with existing debt service profile. One-third of the debt service that is coming this fiscal year is paid from the tax levy. Looking at all of the debt service, roughly $7.7 million this year, about $2.4 million is coming from the tax levy, then a considerable chunk paid from special assessments. Some of that is paid from the dedicated infrastructure sales tax, and a little is paid from special highway. On the wastewater fund, a large part of debt service is paid from the sewer utility. There is a little water debt outstanding and a smaller amount of electric debt outstanding. Most of the debt is general obligation debt and backed with property tax abilities, and in Gardner there is a very diverse set of revenues that are paying debt service back across the city, and overall the debt has a rapid amortization. There are two large years, 2020 and 2021, but in 20202, overall debt service that is scheduled drops by $2 million and continues to fade off. He expects the city to issue new debt. The city is in a good position from a debt profile perspective to take on new investments because of paying off existing debt fairly rapidly. In 2030, existing debt is $2.2 million and that's a 72% drop from debt load in 2020. This is evidence that staff takes pains to try to amortize debt as reasonably quickly as they can. The question is how much capacity does the city have going forward to support new financings in bond and interest, specifically the part about interest that's paid from property taxes, wastewater, and water? He did not assume any new debt being levied against special highway fund. The city may apportion some portion of a new debt against that fund. Also no new debt is assumed for the street sales tax that is scheduled to sunset in 2026 unless the city puts that forward for voter authorization for renewal.

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Councilmember Gregorcyk asked, of the B&I on the tax fee supported, what is percentage breakdown between residential and commercial tax in that revenue stream? Mr. Kimmel didn't have that in front of him, but staff can provide that. Staff has the breakdown and it's in the official statement. Looking at the true tax base that the mill rate is spread against, it's broken out by property classification.

Bond & Interest fund has debt service paid from property tax levies, fee revenues, benefit district special assessments, so it's not all property tax. Kimmel focused on the portion of B&I that's being paid from property taxes primarily to give a benchmark number of what the city can support in new debt paid from property tax. The current mill rate is 20.7 mills. Two-thirds of that is for general fund, and a third is for bond and interest fund. When doing the analysis before, they assumed a stable overall tax rate with assumed decreases in general fund property tax rate because of the tax lid, assuming the city wouldn't keep all of its growth, and some offsetting increases in the bond and interest fund mill rate. There are ways to work with the tax lid, the city gets to keep the growth that's due to development. Expenditures for public safety and other limited purposes are exempt from the tax lid. Debt service is exempt from the tax lid. That's why they were able to assume an increase in the bond and interest fund. Kimmel kept the bond and interest levy flat at 6.6 mills to be more conservative, so he didn't show an increase in that mill rate. When mapping revenues over the next 10 years, the expenditures, including existing debt service paid from B&I fund, and the net revenues that are available, they found about $10 million in brand new debt that would be funded just from the B&I mill rate of 6.6 mills. If there's an increase in that mill rate, the city could afford more in new financing. If council decides against asking voters to renew the street sales tax, the city may need to fund more street projects from the Bond and Interest fund and use some of the capacity. If council seeks renewal and voters agree, then more of this capacity could be used for other projects.

Councilmember Gregorcyk asked about Bond and Interest under total other revenue, there is $9.3 million and an offset on the expense side of $8.6, what does that stand for? Kimmel said the city issued temporary notes in 2019 for benefit district projects and they will come due in 2021. They have not translated the temporary debt into long-term financing, so those are the payoffs. The revenues would be payoffs for those benefit district financings and the expenses are the debt service lump sums coming due in October 2021.

Wastewater fund and water fund facing major capital expenditures in the coming years. Existing debt service drops rapidly, but then there's $31 million of new projects in the next 6-7 years. Significant projects include Grata infrastructure and wastewater treatment plant. The utility rate study recommended 1% rate increases starting in 2025. The city does have the ability to take on this $31 million of new projects with no strain on the wastewater fund. The projection shows the cash balance is projected to increase in years 26-30. The city could either take on additional projects, or forego some of the rate increases, or amortize the debt more quickly. There might be more volume, which could increase revenues, or there could be more expenses in the operating side. All in all, the wastewater fund looks solid.

Mayor Shute noted this does not include cost savings from I&I and other initiatives they initiated for wastewater lines. They are looking at expenses growth at this progression, but it could level off with those changes. Kimmel noted that in previous CIPs, there were a number of other treatment plant items, but with this new wastewater treatment plant, they removed some smaller other projects due to additional capacity of the new plant.

The city needed to jumpstart rate increases in the water fund. The city has the ability to carry capital investment that's projected. There is very little existing debt service in the water fund, but the city is looking at $56 million in new projects over the next 7 years. The water treatment plant will be financed this spring for $25 million, and in the fall about $1.5 million for Grata. The projection is showing stable operations. The rate study assumed modest volume increases, but with growth the city is seeing, there could be more volume increases, which would increase revenues and expenses, but more on the revenue side. It could be a fiscal positive on these projections.

In summary, the B&I, wastewater and water funds all indicate the capacity to support new capital financings that are projected, both hypothetical like the $10 million in Bond and Interest, as well as actual estimated projects. Development has opportunity to both increase capacity to support projects with increased tax base and utility use, and can use capacity with incentives and infrastructure. Kimmel looks forward to working with staff in striking a

balance. Kimmel encourages the city keep discussing how to finance street projects. That is something to watch in terms of what is appropriate property tax burden versus what other revenue sources are available to fund street projects. The city cannot expect to let the sales tax sunset and keep the bond and interest mill rate level. Bond issue coming up, in addition to the water treatment plant, Kimmel will be coming forward with a bond recommendation relating to smart meters. A portion of that will be paid from electric and a portion from water. This will be in April.

Mayor Shute noted the interest rate market for municipal debt, the rates are going down. The city knows there are projects coming. Does it make sense to look at potential of refinancing of existing debt to lock in lower rates, or is the already doing that and it won't benefit? Kimmel said the city has refunded most of what they were able. The tax reform bill that was passed 3 years ago did away with the ability to do advanced refundings on a tax exempt basis. The city can only refund tax-exempt debt on a current basis, close to the call date. The city doesn't have a lot of opportunity lately. There is an opportunity with the city's 2010A bonds, and Kimmel has talked with staff about refinancing those bonds in the fall. Council may see that refinancing in with the new money issuance this fall. He will meet with staff and bond counsel about other possibilities. The obstacle is no more tax exempt advanced refundings, but the market comes up with new ways to get around the obstacle. Mayor Shute said they have limited capacity, $5 million this year for general fund bonding capacity. Kimmel said they split that into two pieces to show how the city could allocate that. What he showed for the B&I fund, $5 million this year and $5 million next year, illustrates the city could do $10 million this year or $10 million in 2022. It doesn't matter when, but it shows how much more debt service the city could support with the existing mill rate for the bond and interest. Mayor Shute said it comes back to total including amortization of debt, how much we can take on in terms of principle. Shute said there are significant projects coming. Does it makes sense to explore moving some of those projects up in the calendar to take advantage of the financing that's available now? Kimmel responded that it could. Their rule is 'issue debt when you need the money', but interest rates are at an all-time record low. The justification of the project still has to lead the way, but if there are projects on the bubble in terms of timing, interest rates area consideration, and it may make sense to accelerate if the justification is there. Mayor Shute said he was specifically thinking about the wastewater treatment plant, which they know they will need for the Grata project and for other projects on the east side of I-35, something already scheduled for 2021 or 2022 might be something they move up in the calendar. Kimmel shared an estimate based on numbers they saw for B&I, wastewater and water funds. It gives a sense of how they'll fill in some of the pay down with new debt service that's paid from those funds. The water debt, there's a lot more there right now, but as noted in the cash flow, the water fund can handle that because of the adjusted water rates along the way. While this shows a robust debt service profile going forward, if the city does all of the projects as they've projected, the cash flows and fund balances are in strong shape. Mayor Shute thanked Mr. Kimmel for the analysis provided.

3. Gardner Edgerton Chamber of Commerce

Jason Camis shared that 45 years ago, the chamber was founded in 1975. The purpose was to serve Gardner and surrounding area. Initially it was just the city of Gardner, then it included New Century Air Center through the SWJCEDC, the SWJCEDC was born out of the chamber, and over the last five years, the city of Edgerton. Per request of council last month, the chamber board discussed its future relating to serving two communities on a contractual basis, Gardner and Edgerton. With the growth of both communities and the type that each was experiencing, the communities are becoming uniquely different in the way, shape, form and operation. This provides a challenge for the chamber to provide an equitable level of service for both communities. As a result, the board determined that to better fulfill its original mission of serving Gardner and the surrounding area, and reduce potential conflicts; the chamber will contract with one municipality. While the board's decision was influenced by the city's financial commitment, the board stresses that a dedicated, more focused commitment to the city by the chamber could bring forward additional requests for funding in the future. The chamber has always and will continue to serve businesses from the region and throughout the state. Anyone who wants to do business here in the City of Gardner is encouraged to join the chamber. The chamber has members from Lenexa to Ottawa to Paola and everywhere in between, including Edgerton. The chamber will continue to serve these members

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whether it's helping fill jobs, network with other businesses, provide referrals, etc. Businesses see the chamber as one region, it recognizes that political subdivisions do exist. The chamber assures the business community and council and Edgerton that it is 100% committed to the success of these businesses, whether they are doing business in Gardner, Edgerton, New Century, or any other nearby community. However, from a community perspective, the chamber will focus efforts specifically on the City of Gardner as the original mission spelled out. Mr. Camis has notified Edgerton mayor, Don Roberts of this intent and offered to fulfill the terms of the contract for this year. The chamber has offered support to Edgerton to help them start a chamber. Camis has been in the industry for 10-15 years. He helps neighboring communities because it's important. This will likely be addressed at Edgerton's next council meeting. The chamber will continue to allow municipalities or other political entities to belong to the chamber and will provide member benefits in line with their investment levels, but contracting with one entity will minimize perceived and actual conflicts as Gardner continues to grow. The chamber is excited for the possibilities that lie ahead in a continued productive relationship with the City of Gardner. Camis said there was good conversation among the board. He visited with council members and businesses in the community. It's the best interest of the chamber and the business community to come back to where the chamber started at the Gardner Chamber of Commerce. Camis spoke with Finance Director Wolff as this will cost a little money that was unplanned to rebrand. The budget was $50,000 from the CVB fund, and the chamber would like to shift some of that to help with rebranding. They expect to be able to do that for $5,000, but he doesn't have an exact figure. Mayor Shute thanked Mr. Camis for the presentation.

PUBLIC HEARING

PUBLIC COMMENTS

Maria Jeng, 721 E. 167th Terr, came to talk about electric utility rates with the rate adjustment. She lives in an all-electric home. Last month was the new bill, and she thought maybe it was colder. This month's bill was a drastic difference. After reviewing the information online from the city, residential electric customers would see a 2% rate reduction starting January 2020. However, her bill has dramatically increased. The overall impact of these changes to the total bill, it was expected that the electric rate decrease would mitigate the impact of the water rate increase. She called the city and talked to utility billing. Before, there was a summer rate and a winter rate, but it's no longer there. The price per kilowatt is a flat rate overall from what she found. She did not see any information as to how the rate adjustment would impact all-electric homes. Everything showed how it would affect businesses, but nothing in regard to all-electric homes. Councilmember Gregorcyk called point of order to inform Ms. Jeng that council would answer questions or respond to her comments at the end of the meeting during council updates.

Dennis Watson, 670 S. Mulberry St., commented on the new covering on the street at Pawnee and Mulberry. It's the new granite seal. He said they are very happy with what they see and drive on. One feature that was excellent was the application was done very quickly with no inconvenience of being cut off from their road. Kudos to the city for what they are doing. Mayor Shute thanked Mr. Watson, saying they don't often get to hear gratitude. The Public Works staff works hard to make things better.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 17, 2020**
2. **Standing approval of City expenditures prepared February 14, 2020 in the amount of $1,281,411.49; and February 19, 2020 in the amount of $11,195.74; and February 21, 2020 in the amount of $471,640.29.**
3. **Consider authorizing a change order for pavement replacement on the Airport Sanitary Sewer Extension project**
4. **Consider authorizing the execution of a construction contract for the Tuscan Farms First Plat – Phase 1 Project**
5. **Consider the appointment of Gary Fleming to the Parks & Recreation Advisory Committee**

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6. Consider the appointment of Joe Neneman to the Parks & Recreation Advisory Committee

7. Consider the appointment of Steve Blue to the Parks & Recreation Advisory Committee

Before asking for a motion, Mayor Shute noted there are three items on consent agenda for appointments of members to the Parks & Recreation Advisory Committee. He recognized Gary Fleming, Joe Neneman, and Steve Blue.

Councilmember Gregorcyk made a motion to approve the Consent Agenda.

Councilmember Winters Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider a recommendation to appoint City of Gardner representatives to the Kansas Municipal Energy Agency (KMEA) Board of Directors

Utilities Director Gonzalo Garcia stated that every year, they select directors to KMEA. It's different this year as there were two resignations on the UAC. Last year, the KMEA Board of Directors made a change to the requirements for directors. They used to require the directors to reside within city limits, now they changed it to include they can be a city employee. The UAC recommends appointing Matt Ponzer as director #1, Gonz Garcia a director #2, and Bruce Baldwin as alternate director.

Councilmember Winters made a motion to appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021, reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022, appoint Bruce Councilmember Baldwin as Alternate Director, expiring April 30, 2022, with all appointments having voting rights on the KMEA Board of Directors.

Councilmember Baldwin Seconded.

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

2. Consider a recommendation to implement Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration Program

Utilities Director Gonzalo Garcia stated in 2018 the city implemented an I&I program using Trekk. Part of the program was to evaluate which areas of the city had the most I&I. It was determined that Drainage Basin #1 had the highest I&I, so it has become the pilot program. On January 22, the city approved the private I&I program, which targets any significant sources of I&I on private residences. The second step is make improvements at public areas. For the public I&I, they looked at manhole rehabilitation, CIPP – cured-in-place-pipe, point repairs, and routine maintenance. Trekk evaluated and prioritized the public I&I:

Sanitary Sewer Main Lines:	Manhole Rehabilitation:
Priority 1: Rehab Cost Estimated at $238,371	Priority 1: Rehab Cost Estimated at $70,656
Priority 2: Rehab Cost Estimated at $190,130	Priority 2: Rehab Cost Estimated at $22,094

Some of the Priority 1 manholes are being done by city staff, saving some money.

Mayor Shute asked that these are budgeted in 2020, correct? Director Garcia confirmed, and said there was money unused from 2019 that will also be used to cover the expenses.

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Councilmember Baldwin made a motion to authorize the implementation of Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration work for Drainage Basin 1 as part of Inflow & Infiltration Project, Project No. WW1706.

Councilmember Winters Seconded.

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

OLD BUSINESS

1. Consider authorizing an agreement with the Gardner Edgerton Chamber of Commerce

Finance Director Matt Wolff said the proposed agreement is for 1 year, ending December 31. The proposed agreement is for one year, ending on December 31, 2020. The proposed agreement would provide $35,000 for the Chamber's business services and $50,000 for tourism services. When compared to the original budget, the original budget was based on $35,000 for business services and $115,000 for the Convention and Visitors Bureau (CVB), with $15,000 of that going for recreation event promotion – that was pulled out of the agreement because both parties agreed that the City's Parks & Recreation Department and the Communications Manager could better allocate those funds. The funding for the tourism services was reduced from $100,000 to $50,000 due to transient guest tax revenues coming in lower than expectations. Mr. Camis noted earlier that they are anticipating some rebranding costs, so they are requesting that $5,000 from the CVB be shifted to business services. Council would have to change the contract to read as $40,000 for business services and $45,000 for the CVB. Mayor Shute said they are asking for $10,000 transferred. Director Wolff clarified that it's a $5,000 transfer. The $50,000 for CVB becomes $45,000. Councilmember Baldwin said the $35,000 for business services goes up to $40,000.

Councilmember Gregorcyk acknowledged what Mr. Camis said and is glad that Mr. Camis is able to work with Mayor Roberts and fulfill the contract. Mr. Camis clarified that he has offered, but their council will have to decide to take up the offer. They have not taken it up yet. Councilmember Gregorcyk said of the 50k on the tourism side, he would like to allocate $25,000 to the EDC. He thinks the $25,000 investment into SWJCEDC of that $50,000 would be better utilized and would have better return on investment and would allow for the chamber to pay for the analysis. This is an annual contract and they can look at those numbers next year, be able to fund the analysis, which would tell them whether they need to fund the chamber in outlying years for more than $50,000. Right now, they don't know what the niche is. They don't have a lot of sports tourism, don't have robust museum drawing people, don't have a racetrack, but the analysis will tell them. Mayor Shute repeated to be clear that Gregorcyk wants to lower the contractual outlay to the Gardner Chamber of Commerce from $85,000 to $60,000, – you Want to lower contractual outlay from 85k to 60k, then give that $25,000 to the EDC to manage the study? Councilmember Gregorcyk said the $25,000 out of the $50,000 tourism line item would be for the study, $25,000 would be allocated to SWJCEDC, consider this is transient guest tax. Mayor Shute said it's now $45,000, so it would be $20,000 for the study because they are moving $5,000 over to operations for the chamber. Councilmember Baldwin said with the conversations they had from SWJCEDC and the chamber, and then conversation with Mr. Camis, he proposed a work session to discuss EDC projects. We have the EDC committee, the SWJCEDC, the chamber, Bridging the Gap meetings, so he sees a work session as being more transparent and puts them on the same page at the same time. Baldwin said he is fine with the $35,000 now $40,000 portion for the chamber, but recommended revisiting the CVB portion later, to keep their operating expenses going. Baldwin wants to look at all of it at one time as far as does it make sense to bring it in-house and have a part-time or full-time employee doing it from the city staff perspective which could help the Communications Manager with marketing and Jason with developing the programs that will bring the tourism. Maybe they need to infrastructure improvements to the ballfields for example. Mayor Shute noted that the issue is that statutory requirement where they can use transient guest tax monies. They can't use it to hire city staff. Councilmember Baldwin knows that

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but they can use it for what the staff uses, so if staff is going to direct programs, they can budget another employee in the city's budget, they can manage the funds for infrastructure improvements or marketing that is covered by the statute. Baldwin wants to table or pull this off for now, other than the $40,000, they can approve that now. Mayor Shute said they can't table contract, because it tables the $40k as well. Councilmember Baldwin asked Mr. Camis if they can strike out the CVB portion from the contract and approve it? Mr. Camis said there's value in the EDC and what Mr. Martinette provides. There's going to be value in the CVB, but it's hard to see because they don't have one yet. He was a CVB director and understands what it's for, and had a conversation with the hotel a few weeks ago to help them fill the convention space. The hotel is doing well, but he can drive more usage into the hotel space. As seen at the ribbon cutting with The Locale, he was able to connect them with KC Wine Co, with Warren Place all the same day. To Councilmember Gregorcyk's point about what's the market and the study aspect, that's what it's going to be for is determining what the market is. There's capacity for sports tournaments. He's visited with New Century. There are several wedding venues either in Gardner or along the edge that will take services here. There's value on the CVB side, he would never say not to fund it. To Councilmember Baldwin's point, he thinks they should have the work session with e EDC and chamber and council to discuss what they are doing from a city perspective and for the business community as a whole. In terms of splitting the contract, that would be up to the city. Councilmember Gregorcyk noted the last sentence on the financial impact statement says the city shall pay the chamber a sum of $35,000 for business services payable at the rate of $17,500 in February and $17,500 in August. Can council authorize payment of $20,000 in February and $20,000 in August and table the CVB portion to keep them whole. City Attorney Denk said the business funds can be severed in any way, there are no strings attached to those funds. It's only the CVB funds that have strings attached. Denk read the charter ordinance that exempted the city from KSA 12-1698(e). Councilmember Baldwin said if they discussed in work session, they can go over the fine-point details. Councilmember Gregorcyk further discussed Baldwin's idea that a work session brings everyone to the table. He would suggest that they have someone from the county as well because of shared development on the horizon. Councilmember Baldwin said his intent is to be transparent and recorded and get everyone together instead of a couple people talking to the EDC and a couple people talking to the chamber. It should be all out at the same time, makes it clear for them when they make budget decisions. Councilmember Gregorcyk agreed it's an opportunity for a clearinghouse that brings everyone together, and still suggests bringing in the county.

Mayor Shute said the binding portion of this agreement is in the first two pages. There are two portions of funding, business services and tourism services. In the agreement there is discussion about working collaboratively with projects of importance and other bulleted items that have to do with business services that would be provided by the chamber, and not CVB. They can strike section 2 of the funding agreement, up the amount of the business services section to $40,000. Mayor Shute and Councilmember Baldwin discussed striking the entire CVB tourism section. Councilmember Baldwin said if they are changing numbers, they may want to change dates that are in the past, to be paid in March instead of February. Mr. Camis said the chamber will incur some opportunities that they have traditionally done, typically done separately. Last year they got $2,500 and in the past there's been ancillary things that provide higher value. They aren't buying ads in AAA magazine, but they belong to VisitKC, which gives some marketing opportunities for the community. The other item is the air show this summer. Camis supports the idea of the joint work session, he would recommend putting some money in for the CVB side. He hasn't shared in detail, but there will be big announcements this week at the air show meeting. There will be some money they will want to invest in terms of marketing the air show. Camis doesn't want to wipe it all away. He can start again and come back with a revised agreement with more specifics, but he doesn't have a lot of details on their level of involvement yet. Capturing who is coming to that will be a big opportunity to understand, he would hate to miss opportunities to know who they should be marketing to. Mayor Shute said instead of a blanket amount given, is there a way to write a request for a special project and then fund the project? Camis clarified they want him to line out more specifics for funding? Mayor Shute said do a request for funding like with other projects that have been done with other partners. State this is what is needed for this project, for example the demographic analysis of visitation for the air show. Councilmember Baldwin said if Mr. Camis brought that to work session, his intention is to not kill the CVB, but to fund chamber now, then hammer out more details at work

session. Camis said they are going into budget process soon. He assumes having work session in early April. Instead of it being so broad, he can provide general costs and specifics. Mayor Shute said that's what he was thinking, line items they can fund as special projects or an allocation. They want the chamber to get the money it needs and know where it's going specifically. Councilmember Winters asked if this will hinder the chamber, coming back each time for funding? Councilmember Baldwin doesn't want that. Councilmember Winters said they approved the $100,000, then it got cut to $50,000 and now they don't want to do that either. Councilmember Baldwin said they want to look at everything at the work session and see what they want to do with the dollars, it may still be the same dollar amount, but it's the budget for the year, not one or two at a time. Councilmember Winters said the meeting needs to be soon. There was discussion of dates.

Councilmember Roberts said they met last month and gave Mr. Camis direction. She supports the work session. They want to spend money wisely, but Mr. Camis and his board figured out what they need. It's too last-minute to revamp the contract. Future information is needed. She will participate in a work session, but they are running out of time for this year. It's not fair to chamber. They provide a good service to the residents and businesses and help future growth. This is not giving the best picture of how the city wants to be. Mayor Shute said the first installment for the CVB is not paid until April. Councilmember Baldwin said they aren't discussing the operating side, and are ready to pass it now, they are just talking about CVB, it's not too late for something that hasn't started. Councilmember Roberts said they shouldn't cut half out without knowing anything. Mayor Shute said the $25,000 is off the table. Councilmember Gregorcyk thinks the city wants to finance the analysis, because there's a lot of data gathered from it. If he is the only one of that opinion, don't let it hinder their decision. Mayor Shute supports a text amendment tonight, or pass it as-is and make adjustments later. Mr. Camis worked with prior staff and came up with $100,000, CVB came in less, and they put it on hold. Knowing the CVB is new, this will be the same. He set the April/October schedule based on when the money would come in. They won't spend if the funds aren't there. To the concern of being good stewards of the money, the chamber is same. Councilmember Winters asked what happens if, at the work session, they only want to give $30,000, and then later in the year realize they missed projects. Is all the money planned out? Camis said it depends on if they are looking at the study. They don't' know in terms of data collection. They have rough estimates on certain things, but nothing is exact until the go out for proposals. They know the investment in VisitKC, but don't know investment in air show. That's where the CVB plays a role. His suggestion is keeping it as it is for this year, and stills think the work session is good, and if they decide there's a different opportunity, they can make changes. It gives the chamber the stability of knowing where they are moving towards, they know there's a trust. The board made a calculated decision with their future with the city. Camis hopes they take that into account and puts that same investment in the chamber board. Councilmember Winters said the work session is great, but would rather approve it now, and then have another work session later to see what transpired rather than allocating dollars to something they don't know. Councilmember Gregorcyk appreciated the dialogue and rescinded splitting the amount between the chamber and the EDC.

Councilmember Gregorcyk made a motion to authorize the agreement as typed. amend the business services to 40k, payable 20k in march and august. Pending a work session to be scheduled. Tourism services back to 45k. authorize an agreement with the Gardner Edgerton Chamber of Commerce in the amount of $85,000.

Councilmember Winters Seconded.

City Attorney Denk asked about funding revisions. Mayor Shute said there's an amendment for the $5,000 making payments of $20,000 and $20,000.

Councilmember Winters amended his motion. He made a motion to amend the business services to $40,000, payable at the rate of $20,000 by February and $20,000 by August and $50,000 for the CVB. Mayor Shute said the date is changing to March. Works session to be scheduled. Tourism services set at $45,000.

Councilmember Winters Seconded.

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Councilmember Baldwin asked what is the point of work session after the vote? Mayor Shute said to guide the chamber and allocation of funds. Councilmember Gregorcyk said to understand project based financing. Mr. Camis said it's good for going into next year with a two-year budget cycle. He hoped they'll have another transient guest tax check and have a better sense of where it's at. Councilmember Baldwin is fine with the work session, but the reason they changed from the $100,000 initially is because the money didn't come in, and indicated they don't have enough tourism coming in. Mayor Shute said no, the reason was because the Hampton Inn opened 6 months late. Councilmember Baldwin countered with not having other things offsetting that. Mayor Shute said they expected money to come in the first half of that year that didn't come in because the Hampton wasn't open, and that's why they adjusted.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (3-1)

NEW BUSINESS

1. Consider approval of the 2020 State Legislative Agenda

Senior Management Analyst Amy Nasta said staff worked with governing body leadership to finalize the state legislative agenda in order to provide the governing body and staff with a list of legislative topics that have been deemed to be of interest to the city. Outlining the legislative agenda annually aid both the governing body and staff in being better prepared to respond to legislators and professional organizations regarding the impact proposed legislation may have on the city of Gardner. Participation in this process indicates the city's intent to identify and pursue legislative polices that enhance efficiency and effectiveness of local government operations. Gardner's legislative agenda incorporates several joint items with Johnson County to assert common positions to legislators. Additionally, Gardner includes items relevant to its own interests. Ms. Nasta summarized the new joint city/county items added, and summarized the joint city/county items that were previously included in the 2019 legislative agenda. Ms. Nasta continued, summarizing the City of Gardner's 2020 legislative platform which includes support for those items unique to the City of Gardner, the majority of which were included in the 2019 legislative agenda.

Councilmember Baldwin said this is still what it was before, smoke and mirrors. LKM (League of Kansas Municipalities) presents this, and the specifics of Gardner get lost. Anything that says City of Gardner, only if their board agrees, does it stay. When it's given to every legislator, they don't see Gardner. If staff and council are going to spend time and energy on this, and want to discuss with the state legislature, they should be having a meeting. Staff should have a meeting with the three legislators instead of passing this to a statewide lobbyist with no specific details about Gardner going to our legislators. Mayor Shute said the legislative agenda is Gardner's legislative agenda. It does not get passed to LKM to lobby on our behalf. It goes to all legislators. The city can freely lobby on its behalf to the legislators. Their position paper is the legislative agenda. They are not deferring lobbying to LKM. LKM lobbies for their membership, which is all cities of Kansas. Gardner is not all cities, it is significantly different from a lot of cities in Kansas. Councilmember Baldwin said looking at LKMs final document that is put out, it does not have specifics about Gardner, it's being diluted. If they want this agenda, and want to take it to the legislators directly, fine. Baldwin said this is not going up and distributed to everyone. Mayor Shute disagreed. Gardner is an outlier with the legislative agenda compared to other communities, even in Johnson County. Gardner is unique. Councilmember Baldwin asked if there is a meeting scheduled with the three legislators? Mayor Shute said it's something they can work on, but they need a legislative report anyway. They haven't had a meeting with the legislative delegation for a while and need to have one. Councilmember Winters said approving this means they can do what they want, give it to the League, meet with legislators. Councilmember Baldwin said if they say this is Gardner's agenda and make it seem like they are passing this up and it's going to do something, it's diluted and forgotten about. If they are going to put time and energy into approve it, they need to do something with it that makes a connection to all of the representatives of this city. Mayor Shute has no issue sending the this to every one of the legislative delegation. City Attorney Denk said other municipalities are more aggressive about pushing their legislative agenda by sending representatives to

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Topeka, hiring lobbyists that show up and prepare written testimony, and testify on related bills. They don't have to hire a full-time lobbyist. They can hire a lobbyist who represents like-minded communities and share the cost. How aggressive and how many resources do they want to put toward lobbying their agenda? Councilmember Gregorcyk listened to Baldwin last year and wasn't getting what he was saying. Gregorcyk went to the state capitol last month and saw what Denk spoke of, saw lobbyists there on behalf of a community. He agrees with Councilmember Baldwin, if they don't want this to be diluted, they need to take a different position and fund it. He agrees there needs to be a meeting with representatives with the legislative agenda in hand. Mayor Shute agreed. The document is as effective as they make it. If they pass it and expect someone else to lobby it, they won't. The city has to lobby on its behalf. They need to contact representatives and senators. As elected officials, the body is in a position to do that and should. Councilmember Baldwin said this legislative body takes input from residents, staff puts the agenda together, and staff can make connections with state. That can be different committees, legislators, not money for lobbyists, but trying to make difficulties they have running the city easier by doing something, not just typing a paper. Mayor Shute said if they do this, they stand behind it. Councilmember Gregorcyk asked Baldwin what the path forward look like. Baldwin said they schedule a meeting with staff and the legislators to convey the agenda. Mayor Shute said they can't do that without passing agenda.

Councilmember Winters made a motion approve the 2020 State Legislative Agenda for the City of Gardner.

Councilmember Gregorcyk Seconded.

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

2. Consider adopting an ordinance amending sections of the Gardner Municipal Code levying certain fees to be established by the Governing Body by resolution

Senior Management Analyst Amy Nasta said this is the first of two housekeeping ordinances related to the levying of fees to be established by the governing body by resolution. This ordinance updates 8 sections of the Gardner Municipal Code (GMC) to provide consistent language for the levying of fees. This ordinance provides consistency and/or clarity with regard to how fees and charges for certain items shall be established. All of these items, except the homestead farming permit, are items staff currently collects fees for. This ordinance ensures that administrative costs associated with each item are account for and charged accordingly so that only those wishing to obtain a service pay for said service rather than subsidizing services do to potential inconsistencies and fee assessment. This ordinance ensures that staff and the public have access to the same list of fees for transparency for citizens, and staff are better empowered to assess and collect fees appropriately. Ms. Nasta summarized the sections of code to be amending involving titles 8, 13, and 17. This proposed ordinance does not set any fees. This ordinance gives the governing body the ability to set these fees by resolution as it sees fit. A resolution will be presented for consideration at an upcoming City Council meeting.

Mayor Shute clarified that they are not setting fees tonight. Ms. Nasta confirmed they are not setting fees tonight, they will see a resolution in an upcoming meeting, once staff completes the rest of the code changes. Director Powell said all items listed currently have a fee being collected, except homestead section. It's been recently added to the LDC (Land Development Code) because of the recent annexations. They've recently added farm-oriented businesses that are certified or approved by the state. They added a section to the code the will allow the collection of fees if necessary for those activities. Mayor Shute asked does this replace existing fees at county level? Powell said they are still gathering data. Councilmember Winters asked for more detail, what is the necessity of the fee? Powell said they permit businesses inside city limits, like daycares, the farm business activity now inside city limits would be similar and would be similar to a conditional use permit

Councilmember Gregorcyk asked what was genesis of this item? Ms. Nasta said staff wanted to update some of the fees because they haven't been updated since 2016. Gregorcyk said it's fee-driven, not feedback. Nasta said it was both fee driven and feedback driven. They found there is a lot of inconsistency in the code and in how it's

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being applied. The city is charging but not everything is codified. They want everything to be codified so it's coming from the same place. They can set the fee by resolution instead of having it set by staff. Currently there may be a fee in the computer system, but it's staff setting the fee without background documentation to show that this is the fee the governing body wanted to utilize. The fees are applied consistently, but staff wants that documentation behind it for transparency. Councilmember Baldwin is a fan of transparency, removing inconsistencies and not subsidizing one department to another.

Councilmember Gregorcyk made a motion to adopt an ordinance amending sections 8.06.020(B), (E) and (J), 13.10.060, 13.30.010, 17.05.040(B), 17.05.040(G)(2), and 17.05.050(Y)(9) levying certain fees to be established by the Governing Body by resolution.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2652.

Roberts:	Yes
Winters:	Yes
Baldwin	Yes
Gregorcyk:	Yes
Melton:	Absent

3. Consider adopting an ordinance amending sections of the Gardner Municipal Code relating to the payment of fees for certain services, permits and licenses

Senior Management Analyst Amy Nasta said this is the 2nd of two housekeeping ordinances related to the levying of fees to be established by the governing body by resolution. This ordinance provides for an update to four sections of the GMC. This provides consistency or clarity with regard to how fees and charges for certain items shall be established. The sections to be amended consist of text language changes to fees that are already included in the code rather than providing for the codification of fees. The section pertaining to open records has been modified to remove language necessitating staff's establishment of fees. This is consistent with other fees and allows more transparency. This ordinance updates the sections pertaining to hangar rates, right-of-way permits and fees, and land disturbance permit fees. These have all be modified to clarify that the governing body is to set the fees by resolution. These sections previously allowed for city council to set the fees, but didn't establish the mechanism for doing so. Providing clarification that these fees will be set by the full body by resolution provides consistency with other codified fees. This proposed ordinance does not set any fees. This ordinance gives the governing body the ability to set these fees by resolution as it sees fit. A resolution will be presented for consideration at an upcoming City Council meeting.

Councilmember Gregorcyk discussed clarification on open records. If a citizen puts in a KORA request, they have to pay for it by page or other? Ms. Nasta said that will be brought forth in the resolution. Staff is still working on the details, but the intent will be to charge after a certain amount of staff time. Kansas statute allows for the charging of fees to examine open records including staff time, so those suggested fees will be presented at an upcoming meeting in the proposed resolution. Typically, cities charge after the first 15 minutes. The first 15 minutes would be free of charge, but after that they may charge for staff time at a set rate, or charge for materials. If an open records request requires the city to order boxes from the off-site storage facility, those come at an expense to the city, so that charge may be passed on. The statutes provide for reimbursement of staff time, not to make money off the fees. Some KORA requests can take 8, 16, 24 hours to put together, so this isn't all of the citizens subsidizing one person's request. There can be a small amount of time that's not charged, and that will be up for the governing body to decide when the resolution is brought up. Mayor Shute said this came up when they were mostly paper records and cities would charge by the page. Now it can be to reimburse for staff time to put the records together. Ms. Nasta said they may want to charge for time, because sometimes it takes longer to find out

there is nothing that meets the request than it does to find the pages of items. Councilmember Gregorcyk asked City Attorney Denk if municipalities he supports do this? Denk said a lot of them set thresholds like Ms. Nasta shared, the first 15 minutes or if it's a simple request, it's free, but if it's a substantial amount of time, they will bill. A decision came down from the AG's office about charging attorney time for privilege issues, but it must be a reasonable rate, so there are some constraints. Mayor Shute said the spirit behind these laws for charging staff time on records requests is to deter nuisance requests like blanket requests; they take a long time to put together and the city needs to recover those expenses. It's not to punish those making requests. Ms. Nasta said they can add that staff provide an estimate of time beforehand. The purpose of passing this ordinance is to give the governing body the power to set that fee instead of staff. Councilmember Winters asked if staff will be bringing recommendations for these fees? Ms. Nasta confirmed they will be part of the resolution.

Councilmember Baldwin made a motion to adopt an ordinance amending sections 2.45.120, 11.05.090, 12.05.117(b), and 14.01.607(a) of the Gardner Municipal Code relating to the payment of fees for certain services, permits and licenses.

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2653.

Winters:	Yes
Baldwin	Yes
Gregorcyk:	Yes
Melton:	Absent
Roberts:	Yes

4. Consider authorizing the execution of an agreement with the Kansas Governor's Grant Program for the Services/Training/Officers/Prosecutors Violence Against Women Act (S.T.O.P. VAWA) Grant

Police Captain Lee Krout provided statistics on domestic violence offenses and sexual violence in the City of Gardner, and shared that the numbers are increasing. The Gardner Police Department does not have a detective dedicated to domestic and sexual violence. Studies show that victims of these crimes are at a higher risk of being re-victimized. This grant funding will assist law enforcement in protecting victims from intimidation and educate time to decrease the likelihood of re-victimization. The nature of the crimes being investigated require more time and resources from law enforcement agencies than other crimes because they work with victims throughout the entire process, as opposed to just taking a report and then again at the end. In November 2019, the City of Gardner applied for grant funds from the KGGP for this initiative. There were delays at the state level, and Gardner was notified on February 20, 2020 that they were approved. The State adjusted the grant from a full year to reflect a 9-month grant period. There is a 25% minimum match that goes with the grant. KGGP will pay $57,471 toward the position, and city's 25% would be $18,839.

Councilmember Roberts asked if this is just for this year, or on-going? Capt. Krout said this is for only 2020. Staff has been told there will be opportunity to continue to apply for funds, as they are available. A benefit to working with the state on some policies for this grant, they are in a better position to be renewed next year if the funding is available. Councilmember Roberts asked if the funding doesn't continue does the city have the means to be able to pay for the position? Capt. Krout hopes to be able to. Councilmember Gregorcyk said there's a $300 difference in the financial impact and the grant paperwork. The grant verbiage references $19,157. He wants to make sure they fund the right number to meet the objective. Capt. Krout doesn't have the exact answer for that, but said there were last-minute changes due to the delay by the state. He is confident they could make up the $300. Finance Director Wolff said if they want to authorize this, authorize it at the higher amount and they can adjust down later if needed. Councilmember Gregorcyk recommends amending the amount. He said the program is

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needed and the statistics are unfortunate. They need to do what they can to keep the community safe, as that's their priority as officials.

Councilmember Baldwin is glad they applied for this, and hopes they continue to. This is something they need to do regardless of if they got the grant. He is hopeful to decrease the statistics. He did find, in Section 12, while the grant is geared toward women, this does allow for some services to men, in this case, young men. Statistics show importance. Section 12, does allow some services to young men. Anything they can do to improve is great. Capt. Krout said they checked that, too, before they finalized the application, to determine the ability to work with males as well as females. Councilmember Gregorcyk suggested that Chief Belcher look forward to a higher salary to carry this on while they are budgeting for a two-year cycle. Councilmember Baldwin said he already reached out to Chief about that. Councilmember Roberts agreed and said that's why she asked, because she wanted to make sure that once this starts, they can sustain it.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute an agreement between KGGP and the City of Gardner for the STOP VAWA Grant and authorize the expenditure of not to exceed $19,157 of revenues in the City's general fund for the required matching funds.

Councilmember Baldwin Seconded.

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

5. Consider authorizing the addition of one full time employee (FTE) to the Police Department's 2020 budget.

Human Resources Manager Alan Abramovitz said as part of the grant just approved, they will need to add one detective to the budget. City Council authorized an agreement between the City of Gardner and Kansas Governor's Grant Program (KGGP) to initiate a special investigative position that specifically addresses violent crimes committed against women, including sexual assault and domestic violence, by hiring a Detective dedicated to that position. As a result of the agreement with KGGP, staff is requesting an additional Detective FTE for the Police Department. This would increase the total Police Department FTEs from 39 to 40.

Councilmember Gregorcyk noted to adjust the financial impact to $19,157

Councilmember Baldwin made a motion to authorize the addition of one full time employee (FTE) to the Police Department's 2020 budget.

Councilmember Gregorcyk Seconded.

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

6. Consider adopting an ordinance condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project

Public Works Director Michael Kramer said that last year, staff brought the eminent domain ordinance for the project. It covered a number of properties. Since that time, staff learned during negotiations that tract 3 needed updated legal descriptions for the temporary easements. This new ordinance allows staff to turn to eminent domain action on the property if they cannot reach an agreement.

Councilmember Gregorcyk asked what is the timeline prior to eminent domain being exercised? Director Kramer said it depends on how negotiations go. Councilmember Gregorcyk clarified the strip of land referenced. Mayor Shute said it's the auxiliary entrance. Councilmember Gregorcyk clarified that the northwest entrance would still

on table for that gas station? Director Kramer confirmed. Mayor Shute said this the last piece for the realignment project? Director Kramer said this is the last piece for property negotiations. Mayor Shute said once this land is secured, they can start on the 191st Street project. Director Kramer confirmed, stating the overall project is in final plan reviews with KDOT.

Councilmember Gregorcyk made a motion to adopt an ordinance condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2654.

Baldwin	Yes
Gregorcyk:	Yes
Melton:	Absent
Roberts:	Yes
Winters:	Yes

COUNCIL UPDATES

City Clerk Rose said there are two applicants for the Public Works and Accessibility Committee and she will reach out to the interview team to schedule interviews. They need applications for the Economic Development Advisory Committee. Mayor Shute put out a call for applications for the EDAC.

Director Kramer reported that Waverly & 175th reopened to traffic today. They do expect temporary lane closures to continue, but those will be flagged and not during rush hour. Waverly north of 175th will close this Wednesday. Mayor Shute asked for confirmation that there will be detours posted. Director Kramer confirmed. He continued, stating that once major construction starts on 175th, between Poplar and Waverly, that will be one-way throughout the construction to facilitate construction on one side of the roadway before moving to the other side of the roadway and still allow access. It shouldn't carry 'through traffic', it will be signed as "no through traffic', but it will still occur and there will be flaggers to help direct. Councilmember Winters thanked staff for pushing that forward. Councilmember Roberts said she lives in that neighborhood and got a lot of complaints, so she appreciates that they made a pass-through. Director Kramer moved on stating that in February, an announcement was made regarding $14 million dollars in Dept of Transportation funding for Kansas airports. This included $600,000 for Gardner Municipal Airport. This announcement was for funds already allocated and funds pledged toward the Baker land acquisition. It's not new money, it's existing funding. Kramer shared good news for the airport, stating that a new fuel station system has been installed. It's digital and over IP, so fueling should be much faster and more reliable.

Director Powell said the medical center is fast approaching an opening time. Ace Hardware going through a 10,000 sq ft expansion at the back end of their warehouse space. This is a low-profile item, but shows that the community continues to grow; the business is supported enough to need it. As the Waverly Road projects are being completed, they continue to look at the Waverly Plaza apartment project. It's been reviewed and has gone back to the architect. It should move quickly. Once the road projects are started, the apartment project will start to take off. Price chopper expects to have an opening date in June. exciting for the community. Parking lot is still a work in progress, as is the road. The old Price Chopper will close and be renovated for additional retail.

City Administrator Pruetting instructed council to watch for an April 6th calendar invite for work session.

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Councilmember Winters said other than Ms. Jeng who came tonight, he had other complaints about all-electric utility bills. Their bills have jumped several hundred dollars in one bill. Can they discuss the reason behind that? Utilities Director Garcia said one of the reasons this affected the all-electric homes was that in the past Power Purchase Agreements (PPA), they had to buy a set amount of megawatts or kilowatts. One way of promoting usage of electric, during winter months especially, was to have a lower rate which was all-electric. Over the past several years, they've been above the minimum required capacity, so the rate was made available to commercial. Garcia doesn't know how many residentials have the all-electric rate, but the reason they did away with it is because they are above the minimum threshold for the PPA. Winters asked if residents were given notice about this, so they could budget. Were they given warning? Director Wolff said they way they bought power before, they had excess power. They encouraged all-electric at a lower rate so they could tailor contracts to be more effective so they weren't buying the extra capacity, subsidizing all-electric residential. They were paying a lower rate than other residential customers. The rate study recommended ending that. It was discussed in public UAC meetings, and then brought to council. The public meetings addressed that they would be given the same rates as other residential customers. It was a cold winter and consumption was high for everyone. All residential rates were reduced by 2%, but no one noticed that because of higher usage in winter. They will see savings throughout the year. Winters noted that it's too late now, but there could have been some notice to expect a larger bill. Councilmember Baldwin asked for ideas for that. They talked about it at UAC, then brought to council, then rates didn't go into effect for a year. The time window isn't the issue, it's communication. Ideas to facilitate that would be key. Mayor Shute asked how many all-electric residential customers do they have? Councilmember Winters noted that all of Quail Meadows is all-electric. Mayor Shute said even the overall decrease in standard residential when all-electric houses were seeing significantly lower rates resulted in a significant increase in all-electric rates. Winters doesn't have suggestions to fix it, but in the future they need to communicate it. Mayor Shute said summer will be a high usage too. Director Wolff said the issue is they are paying the same rate as everyone else now, but their consumption is higher so their bills are higher. Mayor Shute said they weren't paying the same rate as everyone else before. Baldwin said their bill was being subsidized, so their savings over that time is now coming due in the winter months. The summer will be the same, because it's the same consumption at the same rate minus 2%, so it will be better in the summer. He suggests an equal payment plan for them. Director Wolff said they are working with those residents on payment plans to spread the cost over time. Gregorcyk suggested getting communication out, Winters said it's not needed now, everyone has their bill. Baldwin said they put it when it changed. Shute said they took a lot of rate classifications and consolidated them into a few. Roberts asked if there was a way to show a bill comparison two or three months in advance of it taking effect, a side by side comparison based on usage. Director Wolff said when the rate study was presented, they had an average house comparison, but not for all-electric. Roberts suggested an insert in the utility bill going forward, can't fix what was already done. Baldwin suggested coordinating with billing staff.

Councilmember Gregorcyk asked Parks Director Bruce to look into what the cost of a dog park would be by the 183rd water tower. What would it cost to use the abutting fence around the tower? He suggested getting the grant writer on it, talk with community organizations. His math shows about $3,000 to $6,000 in materials, but not land. Maintenance could be on voluntary basis. What kind of insurance overhead would this create since it's public property? He would like to get some numbers. An unscientific survey in 2014 showed people would contribute and support, and had $7,000 in verbalized donations. Mayor Shute called point of order that Gregorcyk had question the floor for Director Bruce. Director Bruce said they have applied for a grant in the past, but he doesn't know what time of year it comes around. As far as cost, it depends on infrastructure and amenities. He will look into that, as well as the public/private partnership aspect and can share information in a Friday minute memo. Councilmember Gregorcyk followed up with the fire department regarding height restrictions of their equipment, for the possibility of a structure to stop heavy haul trucks without impeding emergency vehicles. He is passionate about stopping the heavy haul traffic on W. 183rd/Cherokee without relying on signage. He wants to stop, not just limit, the heavy haul traffic. He will follow up after meeting with Chief Kirk.

Mayor Shute – state of the city address coming up soon, April 7th at the Hampton Inn. Everyone is invited.

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EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Baldwin and seconded by Councilmember Gregorcyk the meeting adjourned at 9:36 p.m.

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City Clerk

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EXPENDITURE APPROVAL LIST
AS OF: 02/24/2020 PAYMENT DATE: 02/24/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004956	00	MILLER, ALEXIS							
12112019		000692		00	02/24/2020	001-2130-421.46-01	KS ANIMAL CONTRL TRAINING	126.50	
							VENDOR TOTAL *	126.50	
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
							EFT/EPAY TOTAL ***		846.00-
							TOTAL EXPENDITURES ****	126.50	846.00-
						GRAND TOTAL	**********		719.50-

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004116	00	AEROTEK, INC							
OP09328068		000736		00	02/28/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	1,100.00
							VENDOR TOTAL *	.00	1,100.00
0000350	00	AFFINIS CORP.							
7674		PI0069	006982	00	02/20/2020	130-3130-431.62-04	CONSULTING SERVICES	EFT:	1,136.70
							VENDOR TOTAL *	.00	1,136.70
0004197	00	AID ANIMAL HOSPITAL, INC							
403166		000736		00	02/28/2020	001-2120-421.52-20	RECHECK-ANTIBIOTIC-ZEUS	218.52	
							VENDOR TOTAL *	218.52	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
66843		000736		00	02/28/2020	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	1,807.68
							VENDOR TOTAL *	.00	1,807.68
0003492	00	AMERICAN BALLOON FACTORY							
92061		000701		00	02/28/2020	001-6110-461.54-51	BALLOONS	EFT:	220.25
92073		000702		00	02/28/2020	001-6110-461.54-51	CREDIT FOR ITEMS NOT USED	EFT:	34.45-
							VENDOR TOTAL *	.00	185.80
0004287	00	AMERICAN FIDELITY - SUPPLEMENTAL							
D131244		000749		00	02/28/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	7,317.98
							VENDOR TOTAL *	.00	7,317.98
0001986	00	ANIXTER, INC.							
4489221-01		000703		00	02/28/2020	501-4130-441.52-31	SPLICE BOX	EFT:	171.22
4515169-01		000704		00	02/28/2020	501-4130-441.52-31	SPLICE BOX	EFT:	567.63
4478021-01		000705		00	02/28/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	150.48
4489221-03		000706		00	02/28/2020	501-4130-441.52-25	LED LIGHT FIXTURE	EFT:	698.86
4521474-00		000707		00	02/28/2020	501-4130-441.52-31	TERMINATORS & ARRESTORS	EFT:	1,656.06
4523395-00		000708		00	02/28/2020	501-4130-441.52-31	LINE HRDWR,METERS,CUTOUTS	EFT:	3,119.90
4524615-00		000709		00	02/28/2020	501-4130-441.52-31	ARRESTORS & INSERTS	EFT:	1,086.26
							VENDOR TOTAL *	.00	7,450.41
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-01162020		000710		00	02/28/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	154.93
7589-02162020		000713		00	02/28/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	151.88
7589-01162020		000711		00	02/28/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	14.92
7589-02162020		000714		00	02/28/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	11.89
7589-01162020		000712		00	02/28/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	14.92
7589-02162020		000715		00	02/28/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	11.89
							VENDOR TOTAL *	.00	360.43
0004673	00	BILLAM & HENDERSON, LLC							
9999		000754		00	02/28/2020	001-1330-413.31-02	PRO TEM JUDGE	240.00	
							VENDOR TOTAL *	240.00	
0001509	00	BRUCE, JASON							
02192020		000696		00	02/28/2020	001-6105-461.46-01	MILEAGE REIMB.-REC. TRAIL	189.75	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001509	00	BRUCE, JASON							
							VENDOR TOTAL *	189.75	
0000312	00	C & G MERCHANTS SUPPLY, INC.							
143697		000750		00	02/28/2020	001-2110-421.52-20	OFFICE SUPPLIES	118.30	
							VENDOR TOTAL *	118.30	
0000001	00	CENTURYLINK							
314105759	0220	000716		00	02/28/2020	521-4220-442.40-03	PHONE-WATER TREATMENT	51.45	
313239127	0220	000717		00	02/28/2020	531-4320-443.40-03	PHONE-WASTEWATER TRTMNT	265.10	
313440714	0220	000720		00	02/28/2020	551-4520-445.40-03	MONTHLY BILLING	250.14	
314117591	0220	000718		00	02/28/2020	602-1340-413.40-03	MONTHLY BILLING	1,554.61	
320501840	0220	000719		00	02/28/2020	602-1340-413.40-03	MONTHLY BILLING	80.95	
							VENDOR TOTAL *	2,202.25	
0004114	00	CHAFFEE LOK-PRO							
1814		000721		00	02/28/2020	551-4520-445.31-15	AIRPORT RESTROOM	EFT:	195.00
							VENDOR TOTAL *	.00	195.00
0000429	00	CINTAS FIRE PROTECTION							
8404503445		000723		00	02/28/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	69.34
8404503445		000722		00	02/28/2020	501-4130-441.31-15	MONTHLY BILLING	EFT:	378.74
5015951776		000751		00	02/28/2020	521-4220-442.31-15	MONTHLY BILLING	EFT:	78.94
8404503445		000724		00	02/28/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	31.05
8404503445		000726		00	02/28/2020	531-4320-443.31-15	MONTHLY BILLING	EFT:	68.40
8404503445		000725		00	02/28/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	31.05
							VENDOR TOTAL *	.00	657.52
0001643	00	CITY OF EDGERTON							
JAN-20		000727		00	02/28/2020	531-4320-443.31-15	MONTHLY BILLING	17,351.71	
							VENDOR TOTAL *	17,351.71	
0004955	00	CIVICPLUS, LLC							
195990		PI0068	007259	00	01/26/2020	001-6110-461.31-15	SOFTWARE ANNUAL FEE	EFT:	14,573.51
							VENDOR TOTAL *	.00	14,573.51
0000069	00	COLEMAN EQUIPMENT, INC.							
22924		000728		00	02/28/2020	501-4130-441.43-02	EQUIPMENT REPAIRS	EFT:	401.65
							VENDOR TOTAL *	.00	401.65
0000070	00	COLONIAL LIFE & ACCIDENT INS CO.							
8112369-0301106		000752		00	02/28/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	737.46
							VENDOR TOTAL *	.00	737.46
0003582	00	CONTECH ENGINEERED SOLUTIONS LLC							
19939163		000729		00	02/28/2020	001-6120-461.52-01	REPAIRS-GOLF COURSE BRIDG	2,610.00	
							VENDOR TOTAL *	2,610.00	
0000780	00	CONTINENTAL PIPE & SUPPLY, LLC							
2765		000753		00	02/28/2020	531-4320-443.52-12	VALVES FOR BELT PRESS	EFT:	85.79

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000780	00	CONTINENTAL PIPE & SUPPLY, LLC							
							VENDOR TOTAL *	.00	85.79
0000288	00	CROFT TRAILER SUPPLY, INC.							
401345		000730		00	02/28/2020	501-4130-441.52-04	REPLACEMENT PARTS-TRAILER	EFT:	53.28
401664		000731		00	02/28/2020	501-4130-441.52-04	REPLACEMENT PARTS- CREDIT	EFT:	11.68-
401662		000755		00	02/28/2020	501-4130-441.52-12	PARTS	EFT:	33.69
							VENDOR TOTAL *	.00	75.29
0000601	00	CUSTOM METAL & FABRICATION							
27726		000732		00	02/28/2020	001-6120-461.52-01	REPAIRS-GOLF COURSE BRIDG	EFT:	114.76
27752		000733		00	02/28/2020	001-6120-461.52-01	REPAIRS-GOLF COURSE BRIDG	EFT:	221.16
27776		000756		00	02/28/2020	001-6120-461.52-01	REPAIRS-GOLF COURSE BRIDG	EFT:	189.48
							VENDOR TOTAL *	.00	525.40
0001557	00	DATCO, INC							
198526		000734		00	02/28/2020	001-2110-421.53-02	SEW PATCH ON SWEATER-CHF	12.50	
							VENDOR TOTAL *	12.50	
0003481	00	DPC INDUSTRIES INC							
817000268-20		PI0070	006991	00	02/12/2020	521-4220-442.52-13	WATER SYSTEM CHEMICALS	EFT:	643.00
							VENDOR TOTAL *	.00	643.00
0003960	00	ELLIOTT EQUIPMENT COMPANY							
154381		000761		00	02/28/2020	531-4330-443.31-15	WORK ON NEW VAC TRUCK	EFT:	813.76
							VENDOR TOTAL *	.00	813.76
0000855	00	EWING IRRIGATION PRODUCTS, INC							
9035507		000735		00	02/28/2020	001-6120-461.52-01	ICE MELT	419.25	
							VENDOR TOTAL *	419.25	
0002956	00	FASTENAL CO.							
KSKA350784		000736		00	02/28/2020	001-6120-461.52-01	BOLTS	EFT:	3.83
KSKA351294		000736		00	02/28/2020	501-4130-441.52-12	HARDWARE	EFT:	236.34
KSKA351294		000736		00	02/28/2020	501-4130-441.52-12	CREDIT FOR RETURN	EFT:	106.93-
KSKA351363		000757		00	02/28/2020	521-4230-442.52-02	HAMMER & CHISELS- LM & WW	EFT:	250.47
KSKA351363		000758		00	02/28/2020	531-4330-443.52-02	HAMMER & CHISELS- LM & WW	EFT:	250.48
							VENDOR TOTAL *	.00	634.19
0001917	00	FLAME-OUT							
50699		000763		00	02/28/2020	001-6120-461.53-02	SAFETY EQUIPMENT	EFT:	516.50
							VENDOR TOTAL *	.00	516.50
0004402	00	FLICKINGER, MICHAEL							
01162020		000700		00	02/28/2020	001-7120-471.46-01	ICC TRAINING	262.30	
							VENDOR TOTAL *	262.30	
0000086	00	GALLS, LLC							
015081225		000736		00	02/28/2020	001-2120-421.53-02	METAL EXPANSION STRAPS	EFT:	40.24
015093362		000760		00	02/28/2020	001-2120-421.53-02	UNIFORM ACCESSORIES	EFT:	110.23

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000086	00	GALLS, LLC							
015093323		000760		00	02/28/2020	001-2120-421.53-02	SGTS CHEVRON-PEMBLETON	EFT:	84.49
							VENDOR TOTAL *	.00	234.96
0000181	00	GRAINGER							
9443436572		000760		00	02/28/2020	521-4220-442.52-20	BATTERIES	EFT:	93.78
							VENDOR TOTAL *	.00	93.78
0003183	00	GREEN SPECTRUM MARKETING LLC							
5930		000736		00	02/28/2020	001-6110-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	319.52
5930		000736		00	02/28/2020	001-6110-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	1,278.08
5929		000736		00	02/28/2020	001-6110-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	299.50
5929		000736		00	02/28/2020	001-6110-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	1,198.00
5930		000736		00	02/28/2020	001-6130-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	1,597.60
5929		000736		00	02/28/2020	001-6130-461.52-15	PLASTIC CUPS-CONCESSIONS	EFT:	1,497.50
							VENDOR TOTAL *	.00	6,190.20
0000013	00	HACH COMPANY							
11838572		000760		00	02/28/2020	521-4220-442.52-12	REAGANTS	EFT:	59.25
							VENDOR TOTAL *	.00	59.25
0001536	00	ICE-MASTERS, LLC							
129391		000760		00	02/28/2020	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
							VENDOR TOTAL *	.00	83.00
0000102	00	ICMA RETIREMENT TRUST - 457							
289240		000740		00	02/28/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,456.99
							VENDOR TOTAL *	.00	8,456.99
0001420	00	JOHNSON COUNTY BUILDING OFFICIALS							
02212020		000736		00	02/28/2020	001-7120-471.46-01	'20 MEMBERSHIP-FLICKINGER	115.00	
							VENDOR TOTAL *	115.00	
0002437	00	JOHNSON COUNTY COURT SERVICES							
02252020		000736		00	02/28/2020	125-1120-411.49-04	ALCOHOL TAX REIMBURSEMENT	5,600.00	
							VENDOR TOTAL *	5,600.00	
0099999	00	JOSE LOPEZ							
2001950.002		000694		00	02/28/2020	001-0000-347.11-00	SR. BLDG RENTAL REFUND	85.00	
2001951.002		000695		00	02/28/2020	001-0000-228.40-00	SR. BLDG DEPOSIT REFUND	85.00	
							VENDOR TOTAL *	170.00	
0001139	00	KACM							
02262020		000760		00	02/28/2020	001-1330-413.46-02	APPLICATION/RENEWAL	100.00	
							VENDOR TOTAL *	100.00	
0000742	00	KANSAS RURAL WATER ASSOC							
02252020		000760		00	02/28/2020	531-4320-443.46-01	BACKFLOW PREVENTION	375.00	
							VENDOR TOTAL *	375.00	
0000332	00	KANSAS STATE TREASURER							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000332	00	KANSAS STATE TREASURER								
R1200301106397		000741		00	02/28/2020	531-9100-491.71-02	2012C KDHE REFUND BONDS	CHECK #:	100	57,800.00
							VENDOR TOTAL *		.00	57,800.00
0000331	00	KDHE - BUREAU OF WATER								
C20 19560122820000747				00	02/28/2020	531-9100-491.71-01	BBCWWTP	CHECK #:	110	228,446.96
C20 19560122820000747				00	02/28/2020	531-9100-491.71-02	BBCWWTP	CHECK #:	110	80,059.93
C20 19560122820000747				00	02/28/2020	531-9100-491.71-03	BBCWWTP	CHECK #:	110	9,763.41
C20 17210122820000747				00	02/28/2020	531-9100-491.71-01	BULL CREEK I	CHECK #:	110	75,233.94
C20 17210122820000747				00	02/28/2020	531-9100-491.71-02	BULL CREEK I	CHECK #:	110	15,973.08
C20 17210122820000747				00	02/28/2020	531-9100-491.71-03	BULL CREEK I	CHECK #:	110	1,663.86
							VENDOR TOTAL *		.00	411,141.18
0000076	00	KONICA MINOLTA BUSINESS SOLUTIONS								
7734		000736		00	02/28/2020	602-1340-413.43-02	MONTHLY BILLING		EFT:	230.00
							VENDOR TOTAL *		.00	230.00
0002489	00	KPERS								
1528369		000742		00	02/28/2020	721-0000-202.03-05	011620 PAY PERIOD	CHECK #:	112	781.20
1528379		000743		00	02/28/2020	721-0000-202.03-05	022720 PAY PERIOD	CHECK #:	112	773.80
1528382		000744		00	02/28/2020	721-0000-202.03-01	022720 PAY PERIOD	CHECK #:	112	110.49
1528384		000745		00	02/28/2020	721-0000-202.03-01	022720 PAY PERIOD	CHECK #:	112	40,872.25
							VENDOR TOTAL *		.00	42,537.74
0003568	00	KPERS RETIREMENT								
1528387		000747		00	02/28/2020	721-0000-202.03-03	022720 PAY PERIOD	CHECK #:	118	604.80
							VENDOR TOTAL *		.00	604.80
0002490	00	KPF								
1528372		000746		00	02/28/2020	721-0000-202.03-05	011620 PAY PERIOD	CHECK #:	113	96.97
1528381		000746		00	02/28/2020	721-0000-202.03-05	022720 PAY PERIOD	CHECK #:	113	96.97
1528388		000746		00	02/28/2020	721-0000-202.03-02	022720 PAY PERIOD	CHECK #:	113	27,301.46
							VENDOR TOTAL *		.00	27,495.40
0001542	00	L & M DISTRIBUTING								
15900		000760		00	02/28/2020	531-4320-443.52-13	MICRO ZYMES, SCRUBS		EFT:	988.35
							VENDOR TOTAL *		.00	988.35
0004413	00	LASER EQUIPMENT								
683192		000736		00	02/28/2020	001-2110-421.52-20	PRINTER CARTRIDGES		EFT:	385.42
683528		000736		00	02/28/2020	001-2110-421.52-20	PRINTER CARTRIDGES		EFT:	168.21
683467		000736		00	02/28/2020	001-2110-421.52-20	PRINTER CARTRIDGES		EFT:	89.87
							VENDOR TOTAL *		.00	643.50
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES								
19-2831		000761		00	02/28/2020	001-1120-411.47-02	STO & UPOC BOOKS		EFT:	19.54
20-932		000761		00	02/28/2020	001-1140-411.52-20	SERVICE AWARDS		EFT:	191.60
19-2831		000761		00	02/28/2020	001-1330-413.47-02	STO & UPOC BOOKS		EFT:	175.83
19-2831		000761		00	02/28/2020	001-2110-421.47-02	STO & UPOC BOOKS		EFT:	976.80
							VENDOR TOTAL *		.00	1,363.77
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
826332		000761		00	02/28/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	2,091.00
826331		000761		00	02/28/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	219.50
826330		000761		00	02/28/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	392.00
826329		000761		00	02/28/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	102.50
							VENDOR TOTAL *	.00	2,805.00
0003179	00	MCELDOWNEY, TIM							
02132020		000697		00	02/28/2020	001-3130-431.46-01	MILEAGE REIMB.-MARC	17.25	
							VENDOR TOTAL *	17.25	
0002382	00	MID AMERICA HYDRAULIC REPAIR INC							
32661		000737		00	02/28/2020	501-4130-441.43-05	REPAIR POLE PULLER TR#413	437.90	
							VENDOR TOTAL *	437.90	
0003579	00	MID-STATES MATERIALS LLC							
89499		000761		00	02/28/2020	001-3120-431.52-08	ROCK	68.14	
							VENDOR TOTAL *	68.14	
0000125	00	MIDWEST PUBLIC RISK- EB CONTRIB							
03012020		000761		00	02/28/2020	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,869.62
03012020		000761		00	02/28/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,298.12
03012020		000761		00	02/28/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	584.42
03012020		000761		00	02/28/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,704.80
03012020		000761		00	02/28/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,921.32
03012020		000761		00	02/28/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,646.12
03012020		000761		00	02/28/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	8,837.60
03012020		000761		00	02/28/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	20,112.34
03012020		000761		00	02/28/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	584.42
03012020		000761		00	02/28/2020	001-3110-431.21-01	MONTHLY BILLING	EFT:	1,278.38
03012020		000761		00	02/28/2020	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,075.70
03012020		000761		00	02/28/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	5,874.76
03012020		000761		00	02/28/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	3,058.38
03012020		000761		00	02/28/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,864.94
03012020		000761		00	02/28/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,898.80
03012020		000761		00	02/28/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	5,471.30
03012020		000761		00	02/28/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	4,076.88
03012020		000761		00	02/28/2020	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,797.02
03012020		000761		00	02/28/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,168.42
03012020		000761		00	02/28/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	9,522.66
03012020		000761		00	02/28/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	6,398.14
03012020		000761		00	02/28/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	7,949.04
03012020		000761		00	02/28/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	5,504.04
03012020		000761		00	02/28/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	594.62
03012020		000761		00	02/28/2020	601-1230-412.31-15	MONTHLY BILLING	EFT:	1,244.00
03012020		000761		00	02/28/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,542.52
03012020		000761		00	02/28/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	7,916.74
03012020		000761		00	02/28/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	24,582.66
							VENDOR TOTAL *	.00	154,377.76
0004879	00	MKEC ENGINEERING, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004879	00	MKEC ENGINEERING, INC.								
162884		PI0071	007142	00	02/11/2020	117-3130-431.62-07	PROF. DESIGN SERVICES		EFT:	3,000.00
							VENDOR TOTAL *		.00	3,000.00
0004957	00	NEXGRID, LLC								
2020004		000738		00	02/28/2020	521-4230-442.52-31	WATER METER-LINE MAINT.		EFT:	2,490.00
							VENDOR TOTAL *		.00	2,490.00
0000142	00	OLATHE WINWATER WORKS								
147316 00		000737		00	02/28/2020	521-4230-442.52-12	PARTS		EFT:	275.00
							VENDOR TOTAL *		.00	275.00
0001569	00	PAYCOR, INC								
9544559		000747		00	02/28/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	542.78
							VENDOR TOTAL *		.00	542.78
0004437	00	PEMBLETON, RAYMOND								
02102020		000699		00	02/28/2020	001-2120-421.46-01	TRAINING CONFERENCE		181.50	
							VENDOR TOTAL *		181.50	
0003125	00	PHOENIX FIRE SYSTEMS								
39895		000761		00	02/28/2020	521-4220-442.31-15	ANNUAL SUPPRESSION INSPEC		EFT:	490.00
							VENDOR TOTAL *		.00	490.00
0099999	00	PORTER, JOHN & ELLEN								
000029985		UT		00	02/24/2020	501-0000-229.00-00	FINAL BILL REFUND		46.04	
							VENDOR TOTAL *		46.04	
0000241	00	RAY LINDSEY COMPANY								
2020060		000761		00	02/28/2020	531-4320-443.52-12	SOLENOID VALVE & PUMP VAC		EFT:	1,474.86
							VENDOR TOTAL *		.00	1,474.86
0003110	00	REJIS COMMISSION								
433014		000761		00	02/28/2020	001-2110-421.31-15	SUBSCRIPTION FEE		EFT:	90.28
							VENDOR TOTAL *		.00	90.28
0000946	00	RIGHT-WAY JANITORIAL INC								
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-CITY HALL		EFT:	2,044.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	303.44
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-PW SHOP		EFT:	322.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	35.62
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-FLEET		EFT:	322.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	35.62
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-GE ADM BD		EFT:	504.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	63.94
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-LINE MAIN		EFT:	575.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	49.68
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-GE DIST.		EFT:	560.00
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES		EFT:	16.58
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-SR CENTER		EFT:	700.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000946	00	RIGHT-WAY JANITORIAL INC							
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES	EFT:	70.92
2898		000737		00	02/28/2020	603-3150-431.42-01	MONTHLY BILLING-JUSTICE C	EFT:	3,534.38
2898		000737		00	02/28/2020	603-3150-431.42-01	SUPPLIES	EFT:	131.52
2898		000737		00	02/28/2020	603-3150-431.42-01	15% OF COST	EFT:	106.10
							VENDOR TOTAL *	.00	9,374.80
0004869	00	RITZ SAFETY, LLC							
33425		000737		00	02/28/2020	531-4330-443.53-02	CLOTHING	EFT:	171.29
							VENDOR TOTAL *	.00	171.29
0003945	00	SANTA FE STORAGE, LLC							
10979		000737		00	02/28/2020	001-6110-461.44-02	MONTHLY BILLING	EFT:	845.00
							VENDOR TOTAL *	.00	845.00
0004597	00	SHOWCLIX, INC							
20029009879920		000747		00	02/28/2020	001-6110-461.54-51	CHARGEBACK	CHECK #: 124	115.65
20029009879923		000747		00	02/28/2020	001-6110-461.54-51	CHARGEBACK FEE	CHECK #: 124	15.00
							VENDOR TOTAL *	.00	130.65
0000169	00	STANDARD INSURANCE CO.							
639496-2/2020		000761		00	02/28/2020	001-1120-411.21-02	MONTHLY BILLING	18.60	
639496-2/2020		000761		00	02/28/2020	001-1140-411.21-02	MONTHLY BILLING	11.63	
639496-2/2020		000761		00	02/28/2020	001-1150-411.21-02	MONTHLY BILLING	4.65	
639496-2/2020		000761		00	02/28/2020	001-1305-413.21-02	MONTHLY BILLING	9.30	
639496-2/2020		000761		00	02/28/2020	001-1310-413.21-02	MONTHLY BILLING	21.63	
639496-2/2020		000761		00	02/28/2020	001-1330-413.21-02	MONTHLY BILLING	13.95	
639496-2/2020		000761		00	02/28/2020	001-2110-421.21-02	MONTHLY BILLING	32.55	
639496-2/2020		000761		00	02/28/2020	001-2120-421.21-02	MONTHLY BILLING	134.85	
639496-2/2020		000761		00	02/28/2020	001-2130-421.21-02	MONTHLY BILLING	4.65	
639496-2/2020		000761		00	02/28/2020	001-3110-431.21-02	MONTHLY BILLING	9.30	
639496-2/2020		000761		00	02/28/2020	001-3116-431.21-02	MONTHLY BILLING	4.65	
639496-2/2020		000761		00	02/28/2020	001-3120-431.21-02	MONTHLY BILLING	37.20	
639496-2/2020		000761		00	02/28/2020	001-3130-431.21-02	MONTHLY BILLING	23.25	
639496-2/2020		000761		00	02/28/2020	001-6105-461.21-02	MONTHLY BILLING	32.55	
639496-2/2020		000761		00	02/28/2020	001-6120-461.21-02	MONTHLY BILLING	27.90	
639496-2/2020		000761		00	02/28/2020	001-7110-471.21-02	MONTHLY BILLING	20.93	
639496-2/2020		000761		00	02/28/2020	001-7120-471.21-02	MONTHLY BILLING	12.33	
639496-2/2020		000761		00	02/28/2020	501-4110-441.21-02	MONTHLY BILLING	18.60	
639496-2/2020		000761		00	02/28/2020	501-4120-441.21-02	MONTHLY BILLING	18.60	
639496-2/2020		000761		00	02/28/2020	501-4130-441.21-02	MONTHLY BILLING	41.85	
639496-2/2020		000761		00	02/28/2020	521-4220-442.21-02	MONTHLY BILLING	27.90	
639496-2/2020		000761		00	02/28/2020	521-4230-442.21-02	MONTHLY BILLING	41.85	
639496-2/2020		000761		00	02/28/2020	531-4320-443.21-02	MONTHLY BILLING	27.90	
639496-2/2020		000761		00	02/28/2020	601-1230-412.21-02	MONTHLY BILLING	4.65	
639496-2/2020		000761		00	02/28/2020	602-1340-413.21-02	MONTHLY BILLING	13.95	
639496-2/2020		000761		00	02/28/2020	603-3150-431.21-02	MONTHLY BILLING	4.65	
639496-2/2020		000761		00	02/28/2020	604-1320-413.21-02	MONTHLY BILLING	41.85	
639496-2/2020		000761		00	02/28/2020	721-0000-202.03-06	MONTHLY BILLING	82.08	
							VENDOR TOTAL *	743.80	
0001566	00	STAPLES BUSINESS ADVANTAGE							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001566	00	STAPLES BUSINESS ADVANTAGE							
8057413372		000761		00	02/28/2020	001-1310-413.52-20	CREDIT FOR RETURN	EFT:	27.99-
8057070549B		000761		00	02/28/2020	001-1310-413.52-20	SUPPLIES	EFT:	27.99
8057493966		000761		00	02/28/2020	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	177.32
							VENDOR TOTAL *	.00	177.32
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0004785	00	SUMNERONE, INC							
2447860		000737		00	02/28/2020	501-4110-441.43-02	COPIER AT ELEC. GEN.	EFT:	48.09
2449153		000737		00	02/28/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	361.64
2451261		000761		00	02/28/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	499.03
							VENDOR TOTAL *	.00	908.76
0004482	00	SUPERION, LLC							
269875		000737		00	02/28/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	121.59
							VENDOR TOTAL *	.00	121.59
0002012	00	SYSTEMS MANUFACTURING, INC							
M2955		000761		00	02/28/2020	521-4220-442.52-12	40 FOOT CABLE	EFT:	1,122.00
							VENDOR TOTAL *	.00	1,122.00
0002055	00	TG TECHNICAL SERVICES							
18550		000737		00	02/28/2020	521-4230-442.52-12	CALIBRATION GAS	EFT:	210.00
							VENDOR TOTAL *	.00	210.00
0004954	00	TITAN ENVIRONMENTAL SERVICES, INC							
20088A		000737		00	02/28/2020	403-3130-431.62-02	ASBESTOS INSPECTOR	EFT:	867.50
							VENDOR TOTAL *	.00	867.50
0099999	00	TKG PROPERTIES, LLC							
000034947		UT		00	02/26/2020	501-0000-229.00-00	FINAL BILL REFUND	43.63	
							VENDOR TOTAL *	43.63	
0000407	00	TOMPKINS INDUSTRIES, INC.							
404472883		000761		00	02/28/2020	501-4130-441.52-04	NEW PARTS-EXCAVATOR #430	EFT:	146.29
							VENDOR TOTAL *	.00	146.29
0099999	00	TOSTENSON, CARISSA							
000049311		UT		00	02/21/2020	501-0000-229.00-00	MANUAL CHECK	150.39	
							VENDOR TOTAL *	150.39	
0004951	00	TRICKETT, JOHN							
02212020		000698		00	02/28/2020	001-3110-431.46-01	MILEAGE REIMB.-KDOT TEST	63.25	
							VENDOR TOTAL *	63.25	
0000105	00	TYLER TECHNOLOGIES, INC							
025-282537		000737		00	02/28/2020	001-1330-413.46-01	HUDDLE FORMS BOOTCAMP	EFT:	150.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000105	00	TYLER TECHNOLOGIES, INC							
							VENDOR TOTAL *	.00	150.00
0003505	00	UNITED COMMUNITY SERVICE- HSF							
02242020		000761		00	02/28/2020	001-1110-411.54-93	HUMAN SERVICE FUND	EFT:	6,000.00
							VENDOR TOTAL *	.00	6,000.00
0000609	00	UNITED COMMUNITY SERVICES OF JOCO							
11272019		000761		00	02/28/2020	001-1120-411.31-15	HOUSING STUDY JOCO	EFT:	2,750.00
							VENDOR TOTAL *	.00	2,750.00
0000238	00	USA BLUE BOOK							
147710		000737		00	02/28/2020	521-4230-442.52-12	WATER TESTING STRIPS	EFT:	213.32
							VENDOR TOTAL *	.00	213.32
0003687	00	WATCHGUARD VIDEO							
ADVREP182052		000737		00	02/28/2020	001-2120-421.52-20	REPLACEMENT BODY CAMERA	210.00	
ACCINV0023900		000737		00	02/28/2020	001-2120-421.52-20	VISTA BATTERY	15.00	
							VENDOR TOTAL *	225.00	
0003221	00	WEX BANK							
63408744		000737		00	02/28/2020	001-2110-421.52-09	FUEL	EFT:	235.16
63408744		000737		00	02/28/2020	001-2120-421.52-09	FUEL	EFT:	4,340.41
63408744		000737		00	02/28/2020	001-2130-421.52-09	FUEL	EFT:	74.36
63408744		000738		00	02/28/2020	001-3116-431.52-09	FUEL	EFT:	52.85
63408744		000738		00	02/28/2020	001-3120-431.52-09	FUEL	EFT:	2,499.28
63408744		000738		00	02/28/2020	001-3130-431.52-09	FUEL	EFT:	192.45
63408744		000738		00	02/28/2020	001-6120-461.52-09	FUEL	EFT:	267.29
63408744		000737		00	02/28/2020	001-7120-471.52-09	FUEL	EFT:	221.50
63408744		000738		00	02/28/2020	603-3150-431.52-09	FUEL	EFT:	94.34
63408744		000737		00	02/28/2020	604-1320-413.52-09	FUEL	EFT:	461.49
							VENDOR TOTAL *	.00	8,439.13
							HAND ISSUED TOTAL ***		548,709.54
							EFT/EPAY TOTAL ***		244,758.78
							TOTAL EXPENDITURES ****	31,961.48	793,468.32
							GRAND TOTAL **********		825,429.80

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004116	00	AEROTEK, INC							
OP09343176		000769		00	03/06/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	880.00
OP09254912		000770		00	03/06/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	1,100.00
OP09299558		000771		00	03/06/2020	001-6105-461.31-15	PROFESSIONAL SERVICES	EFT:	880.00
							VENDOR TOTAL *	.00	2,860.00
0004301	00	AMERICAN FIDELITY ASSURANCE CO							
2063579		000772		00	03/06/2020	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,549.98
							VENDOR TOTAL *	.00	1,549.98
0004220	00	AMERICAN TEXTILE MILLS, INC							
22175		000820		00	03/06/2020	501-4130-441.52-20	SHOP TOWELS	EFT:	578.88
							VENDOR TOTAL *	.00	578.88
0001986	00	ANIXTER, INC.							
4526805-00		000821		00	03/06/2020	501-4130-441.52-31	TRANSFORMER	EFT:	3,081.72
4530130-00		000822		00	03/06/2020	501-4130-441.52-31	CABLE & LUGS	EFT:	2,991.96
4485711-01		000823		00	03/06/2020	501-4130-441.52-25	PHOTO CONTROL	EFT:	410.56
							VENDOR TOTAL *	.00	6,484.24
0002764	00	APPLIED CONCEPTS							
362273		000773		00	03/06/2020	001-2120-421.43-05	REPAIR STALKER RADAR ANTE	EFT:	330.00
							VENDOR TOTAL *	.00	330.00
0003515	00	AUGUSTINE EXTERMINATORS INC							
2238369		000774		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2238291		000775		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2238291		000776		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2238382		000777		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2238377		000778		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2238383		000779		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2238378		000780		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2238381		000781		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2238379		000782		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2238372		000783		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2238370		000784		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2237376		000785		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2238374		000786		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2238373		000787		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2238380		000788		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2238371		000789		00	03/06/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
							VENDOR TOTAL *	.00	670.74
0004245	00	AXIOM INSTRUMENTATION SERVICES							
17-0790		000824		00	03/06/2020	531-4320-443.43-02	CALIBRATION-GAS DETECTOR	90.00	
							VENDOR TOTAL *	90.00	
0004465	00	AXON ENTERPRISE, INC.							
SI-1643374		000790		00	03/06/2020	001-2120-421.52-20	TASER BATTERIES	EFT:	327.00
							VENDOR TOTAL *	.00	327.00
0002420	00	BRENNTAG MID-SOUTH, INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS522038		PI0077	006997	00	02/26/2020	521-4220-442.52-13	CHEMICALS	EFT:	2,486.25
BMS522039		PI0078	006998	00	02/26/2020	521-4220-442.52-13	CHEMICALS	EFT:	940.80
							VENDOR TOTAL *	.00	3,427.05
0000347	00	BURNS & MCDONNELL							
104290-21		PI0072	007260	00	11/26/2019	130-3130-431.62-04	AMENDMENT 2	EFT:	185,321.10
104290-22		PI0073	007260	00	12/17/2019	130-3130-431.62-04	AMENDMENT 2	EFT:	27,280.89
104290-23		PI0074	007260	00	01/16/2020	130-3130-431.62-04	AMENDMENT 2	EFT:	22,690.85
104290-21		PI0072		00	11/26/2019	130-3130-431.62-04	AMENDMENT 2	EFT:	185,321.10-
104290-22		PI0073		00	12/17/2019	130-3130-431.62-04	AMENDMENT 2	EFT:	27,280.89-
104290-23		PI0074		00	01/16/2020	130-3130-431.62-04	AMENDMENT 2	EFT:	22,690.85-
104290-21		PI0072	007260	00	11/26/2019	130-3130-431.62-04	AMENDMENT 2	EFT:	185,321.10
104290-23		PI0074	007260	00	01/16/2020	130-3130-431.62-04	AMENDMENT 2	EFT:	22,690.85
							VENDOR TOTAL *	.00	208,011.95
0004628	00	CALGON CARBON CORPORATION							
90095970		PI0076	006993	00	02/11/2020	521-4220-442.52-13	ACTIVATED CARBON	3,240.00	
90096668		PI0086	006993	00	02/25/2020	521-4220-442.52-13	ACTIVATED CARBON	1,620.00	
							VENDOR TOTAL *	4,860.00	
0003080	00	CATES HEATING & AIR COND SVC INC							
90036		000791		00	03/06/2020	603-3150-431.31-15	HVAC REPAIR	EFT:	238.34
							VENDOR TOTAL *	.00	238.34
0004117	00	CENTURYLINK BUSINESS SERVICES							
1486859742		000825		00	03/06/2020	602-1340-413.40-03	MONTHLY BILLING	1,365.31	
							VENDOR TOTAL *	1,365.31	
0001656	00	COHORST ENTERPRISES INC.							
4611		PI0088	007263	00	02/26/2020	531-4340-443.61-03	MANHOLE INSTALL	EFT:	8,100.00
							VENDOR TOTAL *	.00	8,100.00
0004795	00	CRAFCO, INC.							
9402191942		000792		00	03/06/2020	001-3120-431.52-08	COLD PATCH	EFT:	570.00
							VENDOR TOTAL *	.00	570.00
0004959	00	DIGITAL EARTH CONSULTING LLC							
01		000793		00	03/06/2020	531-4320-443.31-15	SLUDGE REMOVAL-KILL CREEK	EFT:	3,840.00
							VENDOR TOTAL *	.00	3,840.00
0000708	00	DLT SOLUTIONS, LLC							
SI467999		000794		00	03/06/2020	602-1340-413.47-05	ANNUAL SUBSCRIPTION RENEW	EFT:	2,131.02
							VENDOR TOTAL *	.00	2,131.02
0003481	00	DPC INDUSTRIES INC							
817000338-20		PI0085	006991	00	02/25/2020	521-4220-442.52-13	CHLORINE	EFT:	643.00
817000319-20		PI0087	007246	00	02/13/2020	521-4220-442.52-13	WATER TREATMENT CHEMICALS	EFT:	1,140.00
							VENDOR TOTAL *	.00	1,783.00
0004946	00	EVERGY							

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0004946	00	EVERGY							
4469208877		0220000826		00	03/06/2020	521-4220-442.40-05	ELECTRICITY-WATER TRTMT	89.74	
6466308678		000827		00	03/06/2020	531-4320-443.40-05	MONTHLY BILLING	288.29	
7011930732		000828		00	03/06/2020	531-4320-443.40-05	ELECTRICITY-WATER DIV.	343.74	
							VENDOR TOTAL *	721.77	
0003027	00	GALETON							
2541338		000829		00	03/06/2020	531-4320-443.53-02	CLOTHING	EFT:	236.05
							VENDOR TOTAL *	.00	236.05
0000086	00	GALLS, LLC							
015108379		000795		00	03/06/2020	001-2120-421.53-02	PATROL BOOTS - CURRY	EFT:	125.00
015122786		000796		00	03/06/2020	001-2120-421.53-02	COLLAR BRASS - PEMBLETON	EFT:	40.32
015143770		000797		00	03/06/2020	001-2120-421.53-02	PATROL BOOTS - TRITT	EFT:	74.99
							VENDOR TOTAL *	.00	240.31
0099999	00	GRUBE, JOSHUA							
000063551		UT		00	02/07/2020	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 127881	36.17-
							VENDOR TOTAL *	.00	36.17-
0001368	00	HAROLD, LLOYD							
1285		000798		00	03/06/2020	531-4320-443.43-02	GENESIS LIFT STATION SVC	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0000348	00	HEARTLAND PLUMBING, INC.							
33679		000830		00	03/06/2020	501-4130-441.43-01	FLOOR DRAIN CLEANED OUT	EFT:	135.00
							VENDOR TOTAL *	.00	135.00
0001536	00	ICE-MASTERS, LLC							
141436		000831		00	03/06/2020	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
							VENDOR TOTAL *	.00	83.00
0099999	00	JACOB RENTERIA REAZA							
094252		000766		00	03/06/2020	001-0000-228.30-00	CASH BOND REFUND	50.00	
							VENDOR TOTAL *	50.00	
0099999	00	JENSEN, CHRISTINE							
000059055		UT		00	03/04/2020	501-0000-229.00-00	FINAL BILL REFUND	51.30	
							VENDOR TOTAL *	51.30	
0004118	00	KANSAS BUREAU OF INVESTIGATION							
K19-00578		000816		00	03/06/2020	001-0000-207.10-30	CRIME LAB FEES-CASE 93976	400.00	
K19-00342		000816		00	03/06/2020	001-0000-207.10-30	CRIME LAB FEES-CASE 93393	400.00	
							VENDOR TOTAL *	800.00	
0002671	00	KANSAS GAS SERVICE							
105888591		0220 000800		00	03/06/2020	001-2110-421.40-04	MONTHLY BILLING	133.13	
161419073		0220 000832		00	03/06/2020	501-4130-441.40-04	MONTHLY BILLING	687.76	
105901600		0220 000799		00	03/06/2020	551-4520-445.40-04	MONTHLY BILLING	511.72	
							VENDOR TOTAL *	1,332.61	
0001446	00	KMEA EMP #1 OPERATING ACCT							

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0001446	00	KMEA EMP #1 OPERATING ACCT							
KMEA-GA-20-03		000833		00	03/06/2020	501-4110-441.46-02	ANNUAL DUES & REG-DISPUTE	EFT:	1,734.00
							VENDOR TOTAL *	.00	1,734.00
0000120	00	LEAGUE OF KANSAS MUNICIPALITIES							
20-60		PI0089	007265	00	12/01/2019	001-1110-411.46-02	2020 MEMBERSHIP DUES	EFT:	10,377.03
							VENDOR TOTAL *	.00	10,377.03
0004949	00	LEGAL RECORD, THE							
L84914		000801		00	03/06/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
L84915		000802		00	03/06/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
L84916		000803		00	03/06/2020	001-1150-411.47-01	ORD SUMMARY	3.93	
							VENDOR TOTAL *	11.79	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
826329		PI0079	007261	00	02/18/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	11,000.00
							VENDOR TOTAL *	.00	11,000.00
0003833	00	METRO POLYGRAPH LLC							
INV02-2020-GPD		000804		00	03/06/2020	001-2110-421.31-15	POLYGRAPH-WALLACE BURKETT	EFT:	225.00
							VENDOR TOTAL *	.00	225.00
0004464	00	MID-STATE RENTAL							
108034-2		000834		00	03/06/2020	501-4130-441.52-04	BATTERIES-BORE MACH. #438	EFT:	76.63
							VENDOR TOTAL *	.00	76.63
0003579	00	MID-STATES MATERIALS LLC							
89819		000805		00	03/06/2020	001-3120-431.52-08	ROCK FOR ROADSIDES	604.21	
							VENDOR TOTAL *	604.21	
0004958	00	MIDLAND DOOR SOLUTIONS							
8329		000806		00	03/06/2020	551-4520-445.43-03	HANGAR DOOR REPAIR	EFT:	85.00
							VENDOR TOTAL *	.00	85.00
0000130	00	MOBILFONE							
6091789		000811		00	03/06/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	8.24
6091959		000834		00	03/06/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	44.25
6091789		000809		00	03/06/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	36.32
6091789		000807		00	03/06/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	4.12
6091789		000810		00	03/06/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	49.76
6091789		000808		00	03/06/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	4.12
							VENDOR TOTAL *	.00	146.81
0004062	00	MYERS BROTHERS OF KANSAS CITY, INC							
232886		000812		00	03/06/2020	001-3116-431.52-02	PUMP PACKAGE & ACCESSORIE	1,481.54	
							VENDOR TOTAL *	1,481.54	
0000140	00	OLATHE FORD INC.							
F39255		000813		00	03/06/2020	001-2120-421.43-05	REPAIR DRIVER SEAT - #113	EFT:	67.58
F41227		000834		00	03/06/2020	501-4130-441.43-05	TR# 408-WIPER REPAIR	EFT:	364.03

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0000140	00	OLATHE FORD INC.							
							VENDOR TOTAL *	.00	431.61
0000142	00	OLATHE WINWATER WORKS							
147316 02		000814		00	03/06/2020	521-4230-442.52-12	HYD EXT	EFT:	275.00
147491 00		000815		00	03/06/2020	521-4230-442.52-31	FOAM INSULATOR	EFT:	600.00
							VENDOR TOTAL *	.00	875.00
0000393	00	OLSSON, INC.							
348223		PI0083	007130	00	01/13/2020	401-3130-431.62-24	ENGINEERING SERVICES	EFT:	648.90
							VENDOR TOTAL *	.00	648.90
0000149	00	PRAXAIR DISTRIBUTION INC							
94997264		000816		00	03/06/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	43.45
							VENDOR TOTAL *	.00	43.45
0004072	00	PROFESSIONAL ENGINEERING CONSULTANT							
521860		PI0080	007240	00	03/02/2020	551-4540-445.62-10	SANITARY SEWER EXTENSION	12,768.75	
							VENDOR TOTAL *	12,768.75	
0004198	00	PROTECT YOUTH SPORTS							
788648		000816		00	03/06/2020	001-6110-461.47-53	BACKGROUND CHECKS	EFT:	414.40
							VENDOR TOTAL *	.00	414.40
0004163	00	QT PETROLEUM ON DEMAND LLC							
79264		000816		00	03/06/2020	551-4520-445.43-02	WEATHER COVER	218.90	
							VENDOR TOTAL *	218.90	
0000970	00	R & D COMPUTER SYSTEMS LLC							
3019		000834		00	03/06/2020	602-1340-413.47-05	ANNUAL LASERFISCHE MAINT.	EFT:	3,872.00
							VENDOR TOTAL *	.00	3,872.00
0003509	00	RAINOUT LINE							
1903		000816		00	03/06/2020	001-6110-461.40-03	ANNUAL SUBSCRIPTION	EFT:	399.00
							VENDOR TOTAL *	.00	399.00
0003110	00	REJIS COMMISSION							
433144		000816		00	03/06/2020	602-1340-413.47-05	VPN CONNECTION MAINT.	EFT:	1,085.00
							VENDOR TOTAL *	.00	1,085.00
0003305	00	RICOH USA INC							
5058900964		000834		00	03/06/2020	531-4320-443.43-02	MONTHLY BILLING	31.87	
5058891602		000834		00	03/06/2020	602-1340-413.43-02	MONTHLY BILLING	271.33	
							VENDOR TOTAL *	303.20	
0004878	00	ROBOT MONSTER CREATIVE							
0173		000816		00	03/06/2020	001-1110-411.54-51	SOTC VIDEO/PHOTOS	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0000948	00	ROSE, SHARON							

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0000948	00	ROSE, SHARON							
01082020		000768		00	03/06/2020	001-1150-411.46-01	CCMFOA TRAINING	250.45	
							VENDOR TOTAL *	250.45	
0004721	00	SCHULTE SUPPLY CO							
S1156670-001		PI0090 007262		00	02/28/2020	531-4330-443.61-04	MANHOLE ENTRY EQUIP.	EFT:	7,781.89
							VENDOR TOTAL *	.00	7,781.89
0001162	00	SENSUS USA INC							
ZZ20200325		000816		00	03/06/2020	602-1340-413.47-05	REPAIRS	EFT:	507.79
							VENDOR TOTAL *	.00	507.79
0000160	00	SHAWNEE COPY CENTER INC.							
120997		000816		00	03/06/2020	001-2110-421.47-02	BUSINESS CARDS-PEMBLETON	EFT:	60.00
							VENDOR TOTAL *	.00	60.00
0000161	00	SIGN HERE, INC.							
23813		000834		00	03/06/2020	501-4120-441.52-12	DECALS	EFT:	99.59
							VENDOR TOTAL *	.00	99.59
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0000174	00	TAPCO PRODUCTS CO.							
54890		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
56238		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
57291		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
58303		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
54893		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
57294		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
54893		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
54893		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
54895		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
57295		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
54903		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
57300		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
54902		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
57301		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
56225		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	39.95
58288		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
54892		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
56239		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
57292		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
58304		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
54868		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	98.17
56236		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
57269		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
58300		000834		00	03/06/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
							VENDOR TOTAL *	.00	698.26
0000176	00	TIME WARNER CABLE							

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0000176	00	TIME WARNER CABLE							
25113602022020		000816		00	03/06/2020	602-1340-413.47-05	MONTHLY BILLING	114.99	
							VENDOR TOTAL *	114.99	
0004352	00	TRANSUNION RISK & ALTERNATIVE DATA							
196409-202002-1		000816		00	03/06/2020	001-2110-421.31-15	TLO TRANSACTIONS	150.00	
							VENDOR TOTAL *	150.00	
0099999	00	TRAVIS JACOB MARTIR							
095069		000765		00	03/06/2020	001-0000-228.30-00	CASH BOND REFUND	75.00	
							VENDOR TOTAL *	75.00	
0003958	00	TREANOR HL, P.A.							
44808		PI0075	007092	00	01/31/2020	603-3150-431.31-15	STATION ASSESSMENT	EFT:	4,365.00
44616		PI0081	007093	00	12/31/2019	603-3150-431.31-15	NEEDS ASSESSMENT	EFT:	5,061.84
44616		PI0082	007212	00	12/31/2019	603-3150-431.31-15	FEASIBILITY STUDY	EFT:	3,668.16
							VENDOR TOTAL *	.00	13,095.00
0002969	00	TREKK DESIGN GROUP LLC							
20-000082		PI0084	006842	00	02/27/2020	531-4310-443.31-15	I/I STUDY & ANALYSIS	10,560.50	
							VENDOR TOTAL *	10,560.50	
0000105	00	TYLER TECHNOLOGIES, INC							
025-287963		000816		00	03/06/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
025-287461		000816		00	03/06/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	787.50
							VENDOR TOTAL *	.00	987.50
0099999	00	TYMAHD KEYSHON CHARLES WASHINGTON							
091604		000767		00	03/06/2020	001-0000-228.30-00	CASH BOND REFUND	25.00	
							VENDOR TOTAL *	25.00	
0004226	00	WATCHMEN SECURITY SERVICES							
43968		000816		00	03/06/2020	501-4120-441.31-15	SECURITY VIDEO MONITORING	365.99	
							VENDOR TOTAL *	365.99	
							HAND ISSUED TOTAL ***		36.17-
							EFT/EPAY TOTAL ***		295,894.42
							TOTAL EXPENDITURES ****	36,201.31	295,858.25
						GRAND TOTAL	**********		332,059.56

NEGATIVE CHECK REGISTER

VENDOR NUMBER	VENDOR NAME	AMOUNT
4418	STEEL IMAGES, INC.	846.00-

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: MARCH 16, 2020

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider reappointment of Scott Boden to the Planning Commission

Strategic Priority: Infrastructure & Asset Management

Department: Mayor and Council

Staff Recommendation:
Staff recommends reappointing Scott Boden to the Planning Commission.

Background/Description of Item:

At the March 5, 2018 City Council meeting, Scott Boden was appointed to the Planning Commission (PC) with a term expiring March 2020, fulfilling a term that was vacated early. Mr. Boden has expressed interest in continuing to serve on the Planning Commission and has submitted an application to do so.

Financial Impact: N/A

Attachments: N/A

Suggested Motion:
Reappoint Scott Boden to the Planning Commission with a term expiring in March 2024.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: MARCH 16, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt)

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt), in an amount not to exceed $146,221.00, and authorizing the City Administrator to approve construction related Change Orders up to an additional $15,000.00.

Background/Description of Item:
As discussed at the December Council Work Session, the 2020 Pavement Management Program consists of Concrete, Asphalt, and Chip-Seal projects. The projects were developed based on the comprehensive pavement management plans developed from staff review and documentation of the condition of streets within the city in 2014 and 2015.

Project Bids:
An Invitation to Bid notice was published online at www.drexeltech.com in their distribution plan room, in The Legal Record and on the City's Website. Bids for the project were received and publicly opened on February 18, 2020.

A summary of the bids received follows:

Bidder	Total Bid
Little Joe's Asphalt, Inc.	$146,221.00
Harbour Construction, Inc.	$159,589.61
Bettis Asphalt and Construction	$215,971.30
McAnany Construction	$219,477.00
Seal-o-Matic Paving Co., Inc.	$165,290.16
Engineer's Estimate	$143,717.80

City Staff checked references and recommends that Little Joe's Asphalt, Inc. be awarded the contract.

Staff anticipates issuing a Notice to Proceed in spring of this year. The contractor must have the project substantially complete within 30 calendar days in order to avoid liquidated damages.

Financial Impact:
Funding for this project will come from the City's infrastructure sales tax fund.

Attachments Included:

- 2020 Pavement Management Program Plans (Cover and Layout)
- Bid Document
- Plan Holder List
- Bid Tab

Suggested Motion:
Authorize the City Administrator to execute a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt) in an amount not to exceed $146,221.00, and authorize the City Administrator to approve construction related Change Orders up to an additional $15,000.00.

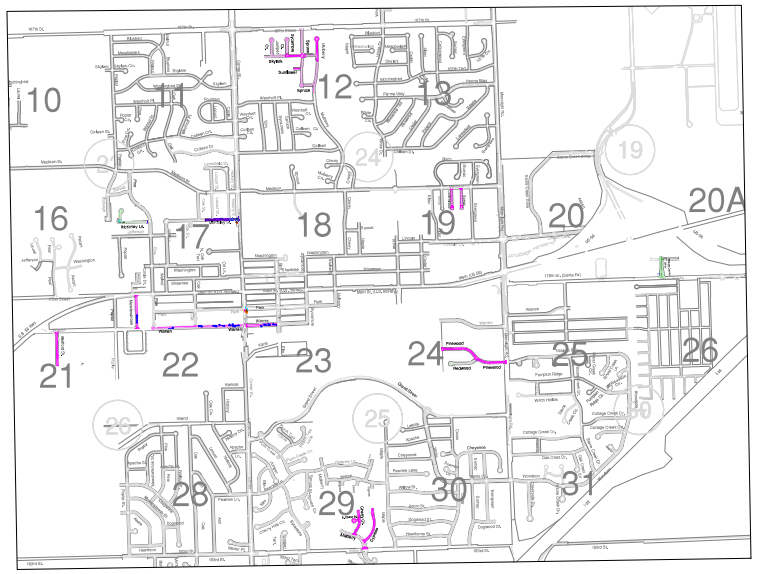
STREET RESURFACING PLANS
FOR
2020 PAVEMENT MANAGEMENT PROGRAM
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS

UTILITY COMPANIES:

KANSAS GAS SERVICE (JOE SAVAGE)	(785) 214-3389
CENTURY LINK (ANDY TUTTLE)	(913) 856-2232
TIME WARNER CABLE (STEVE BAXTER)	(913) 643-1928
CITY OF GARDNER, WATER DEPT. (GONZALO GARCIA)	(913) 856-0990
CITY OF GARDNER, SEWER DEPT. (GONZALO GARCIA)	(913) 856-0990
GARDNER ENERGY (BRUCE BALDWIN)	(913) 856-7526

GENERAL NOTES

1. Construction Plans are approved initially for one year, after which time they automatically become void and must be updated and re-approved by the City Engineer before any construction will be permitted.
2. The contractor shall have one (1) signed copy of the plans (approved by the City of Gardner) and one (1) copy of the appropriate Construction Standards and Specifications at the job site at all times.
3. "The City of Gardner technical specifications, latest edition, shall govern construction of this project".
4. All backfill shall be tamped. Backfill within the right-of-way shall be 95 percent(95%) compaction at optimum moisture.
5. Construction of the improvements shown or implied by this set of plans shall not be initiated of any part thereof undertaken until the City Engineer is notified of such intent and all required and properly executed bonds and contract agreements are received and approved by the same.
6. All excavations shall be unclassified. Geological information shown is for design purposes only. Contractor may make sub-surface explorations upon approval of the owner.
7. All water required for the construction of this project may be purchased from the City through the use of a fire hydrant water meter. Meters can be obtained from the Public Works Department for a nominal deposit, refundable upon the return of the meter.
8. All existing utilities indicated on the plans are according to the best information available to the Engineer, however all utilities actually existing may not be shown. Utilities damaged through the negligence of the Contractor to obtain the location of same shall be repaired or replaced by the Contractor, at the Contractor's expense.
9. The Contractor shall not be allowed to work on Sunday. Holidays, Saturday work shall be approved by the City Engineer.
10. Relocation of any water lines, sewer line or service line thereof required for the construction of this project shall be the responsibility of the Contractor and shall be at the Contractor's expense.
11. A material certification shall be submitted to the City Engineer prior to placing any concrete, stating that all concrete used on this project will not contain fly ash or other pozzolans.
12. Clearing and grubbing shall be subsidiary to the construction.
13. Steel fence T-posts (6') are required at all manholes, clean-outs, valves, hydrants, and blow-offs until development occurs.
14. Erosion control measures will be required to be installed prior to any grading or construction activities
15. The accuracy and adequacy of the design, dimension and elevations shall be confirmed and correlated by the Contractor at the job site. If the Contractor finds any dimensions to be in error or in question, the Design Engineer shall be promptly contacted for clarification prior to the continuation of the work.
16. Mixing and placing of Asphaltic materials shall conform with Requirements of Flexible Pavement Section 603 Plant Mix Bituminous Construction, Section 120 Bituminous Materials and Section 1100 Aggregates for Bituminous Materials, Kansas Department of Transportation 1990 Standard Specifications for State Road and Bridge Construction.
17. All concrete used in the City of Gardner shall be KCMMB.
18. All excavation beneath streets shall be backfilled with diggable flowable fill to 4' back of curb and within 1' of subgrade.
19. Relocation of any water line, sewer line or service line thereof required for the construction of this project shall be the responsibility of the contractor and shall be at his expense.
20. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on the records of the various utility companies and where possible, measurements taken in the field. The information shown is not to be relied on as being exact field location of utilities. It shall be the responsibility of the Contractor to remove or relocate any existing utilities which conflict with the proposed improvements shown on the plans.
21. SAFETY NOTICE TO CONTRACTOR: In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the Engineer of the contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.
22. Contractor to stake Right of way/Esmts prior to construction, and preserve through project completion.



LOCATION MAP

SCALE: 1"=2000'

PREPARED & SUBMITTED BY:

CITY OF GARDNER
120 E. MAIN STREET
GARDNER, KS 66030

MARK A. POTTINGER KANSAS P.E.#13428 DATE

INDEX

1	COVER SHEET
2	OVERALL LAYOUT
3	AREA 12
4	AREA 17
5	AREA 19
6	AREA 20A
7	AREA 21
8	AREA 22
9	AREA 23
10	AREA 24
11	AREA 29

LEGEND OF SYMBOLS

- 2" ASPHALT OVERLAY
- CHIP SEAL/FOG SEAL
- 2" MILL
- EDGE MILL
- MILL PATCH/SQUARE YARDS
- VARIABLE DEPTH OVERLAY

SUMMARY OF QUANTITIES
MILL/OVERLAY

Item No.	Item	Total Qty.	Units
1	Mobilization	1	L.S.
2	Mill	3,605	S.Y.
3	EdgeMill (S.Y.)	2,980	S.Y.
4	Overlay	1,111	Tons
5	2" Mill Patch	444	S.Y.
6	Traffic Control	1	L.S.
7	Public Relations	1	L.S.
8	Force Account	1	L.S.

SUMMARY OF QUANTITIES
CHIP SEAL/FOG SEAL

Item No.	Item	Total Qty.	Units
1	Mobilization	1	L.S.
2	Chip Seal	34,017	S.Y.
3	Fog Seal	34,017	S.Y.
4	Traffic Control	1	L.S.
5	Public Relations	1	L.S.
6	Force Account	1	L.S.

811 Know what's below. Call before you dig.

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.

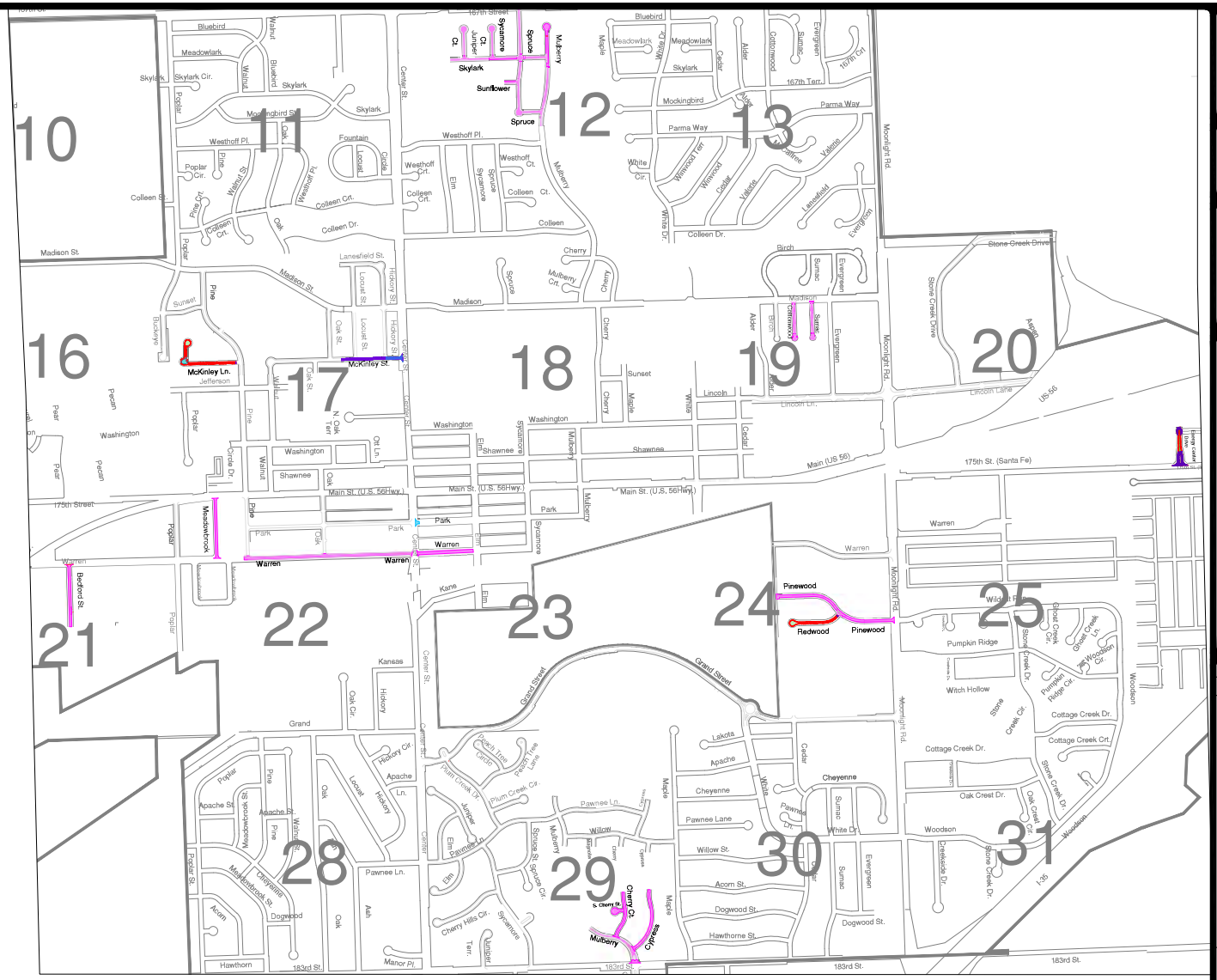
CONTACT INFO.
MARK A. POTTINGER, P.E.
CITY OF GARDNER
120 E. MAIN STREET
GARDNER, KS 66030
(913) 856-0918
mpottinger@gardnerkansas.gov

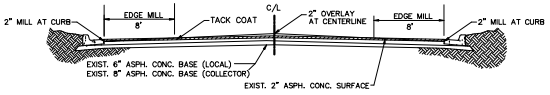
COVER SHEET
STREET RESURFACING PLANS
2020 PVMT. MGMT. PROGRAM
GARDNER, KANSAS

No.	Date	Revisions:	By	App.

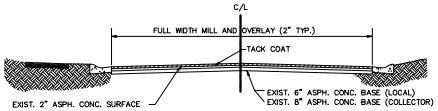
Date: 12/12/19
Drawn By: MAP
Designed By: MAP
Checked By: ATY

CPN: PW-1903

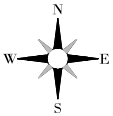




EDGE MILL DETAIL



FULL WIDTH MILL AND OVERLAY DETAIL



NOT TO SCALE

LEGEND OF SYMBOLS

- 2" ASPHALT OVERLAY
- CHIP SEAL/FOG SEAL
- 2" MILL
- EDGE MILL
- MILL PATCH/SQUARE YARDS
- VARIABLE DEPTH OVERLAY

MARK A. POTTINGER
LICENSED
13428
KANSAS
PROFESSIONAL ENGINEER

OVERALL LAYOUT
STREET RESURFACING PLANS
2020 PVMT. MGMT. PROGRAM
GARDNER, KANSAS

No.	Date	Revisions:	By	App.

Date: 12/12/19
Drawn By: MAP
Designed By: MAP
Checked By: M.K.

CPN: PW-1903

SHEET 2 OF 11

GARDNER KANSAS

PROPOSER'S AFFIDAVIT

PROJECT # PW-2002

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: LITTLE JOES ASPHALT

Address: PO BOX 516

City/State/Zip: BONNER SPRINGS KS 66012

Contact Person: DON BIRUNS

Phone: 913-221-3261 Email: DON@LITTLEJOESASPHALT.COM

Federal ID #: 36-3942487

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: 1 Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Authorized Signature: Thomas Burch Date: 2/17/20
(Title) President

Subscribed and sworn to before me this 17th day of February, 2020 by Thomas Burch

John Knutta
(Signature of Notary Public)

(seal, if any)

My commission expires: 2-26-23

2-26-23

GARDNER KANSAS

BID FORM ASPHALT

PROJECT # PW-2002

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.

Estimated Quantities Base Bid					
Item No.	Item	Qty.	Units	Unit Cost	Total
1	Mobilization	1	L.S.	1750.00	1750.00
2	Mill (2")	3,606	S.Y.	2.65	9555.90
3	Edge Mill	2,980	S.Y.	2.65	7897.00
4	Asphalt (2")	1,113	TONS	76.10	84,699.30
5	2" Mill Patch	444	S.Y.	32.25	14,319.00
6	Traffic Control	1	L.S.	1500.00	1500.00
7	Force Account	1	L.S.	$25,000.00	$25,000.00
8	Public Relations	1	L.S.	1500.00	1500.00
				Total	$146,221.00

AWARD OF CONTRACT: It is understood and agreed that the contract will be awarded on the basis of the total bid amount at the discretion of the City Council. The owner reserves the right to add or delete construction work after the bids are opened due to budgetary requirements.

TIME FOR COMPLETION: The notice to proceed for this project will be issued as early as mid-March and no later than mid-May of 2020 subject to weather and completion of the concrete work in the project area. Project completion shall be achieved within 30 calendar days provided to complete the project. Included in that contract time frame are 4 days in which work may be disrupted by rain. Historical records indicate that 4 days is an average disruption for weather during this time frame.

GARDNER KANSAS

Authorized Signature: Theresa Buchler Date: 2-17-20

Name and Title: Theresa Buchler President

Subscribed and sworn to before me this 17 day of February, 2020 by Theresa Buchler

John Knetter
(Signature of Notary Public)

(seal, if any)

JOHN KNETTER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 2-24-23

My commission expires: 2-24-23

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

PROJECT # PW-2002

1. The name, address, telephone number/fax number/email address of the bidder.

   Name: Little Joe's Asphalt Inc

   Address: PO Box 516 Bonner Springs KS 66012

   Phone/Fax/Email: 913-721-3241 / 913-721-3144 / theresa@littlejoesasphalt.com

2. Years in business 32

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

   SEE ATTACHED

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary. SEE ATTACHED

   i. Name of Client: _____ Date of Project: _____

   Contact Person: _____ Phone: _____

   Description of Project: _____

   ii. Name of Client: _____ Date of Project: _____

   Contact Person: _____ Phone: _____

   Description of Project: _____

   iii. Name of Client: _____ Date of Project: _____

   Contact Person: _____ Phone: _____

   Description of Project: _____

LITTLE JOE'S ASPHALT, INC.
P O BOX 516
BONNER SPRINGS, KS 66012

PROJECT REFERENCES

PHONE # 913-721-3261
FAX # 913-721-3144

PROJECT	GENERAL CONTACTOR/OWNER	AMOUNT			
Lansing Streets	City of Lansing, KS	2019	$	548,342.70	Mill and Asphalt Overlay
		2018	$	295,000.00	Mill and Asphalt Overlay
		2017	$	562,499.00	Concrete Repairs, Mill and Overlay
		2016	$	519,241.00	Concrete Repairs, Mill and Overlay
		2015	$	572,490.00	Concrete Repairs, Mill and Overlay
		2014	$	423,065.00	Concrete Repairs, Mill and Overlay
Edwardsvile Street & Storm Sewer	City of Edwardsville, KS	2018/2019	$	126,604.00	Overlay & Patching
Tonganoxie Streets	City of Tonganoxie, KS	2019	$	286,195.15	Mill and Asphalt Overlay
		2018	$	249,000.00	Concrete Repairs, Mill and Overlay
Butler, MO Capital Road Imp.	City of Butler, MO	2019	$	548,978.85	Mill and Asphalt Overlay
Parkville Streets	City of Parkville, MO	2019	$	210,741.00	Mill and Asphalt Overlay
Fairway Streets	City of Fairway, KS	2018	$	288,000.00	Concrete Repairs, Mill and Overlay
Parking Lot Additiona	Church of Open Door Leavenworth KS	2018	$	58,000.00	Parking Lot Additional and Overlay
Village Shalom	Paric Construction	2019	$	400,929.58	New Construction / Parking Lots
John Knox Village Meadows	Paric Construction	2017	$	282,500.00	Parking Lot and Drive Lanes
Midway Schools	McCownGordon	2019	$	306,800.00	
Lenexa Fleet	McCownGordon	2019	$	60,579.00	
Fire Station #15	McCownGordon	2019	$	249,113.03	
Builders Stone	Builders Stone	2019	$	272,600.75	New Construction / Parking Lots
WWTP- Pump Stations	Brown and Root	2019	$	220,840.00	Roadway
CNG Fuel Station	Kellogg Brown Root	2018	$	135,000.00	Parking and Drive Lanes
American Royal Building	Brown and Root	2018	$	165,000.00	Indoor Arena Paving
Fishing River Treatment	Brown and Root	2017	$	81,889.30	Roadway
KCMO Water Main	Haines & Assoc	2019	$	264,532.00	Street Repairs
		2018	$	245,000.00	Street Repairs
		2017	$	277,920.00	Street Repairs
		2016	$	210,347.00	Street Repairs
		2015	$	325,000.00	Street Repairs
KCMO STREET REPAIRS	BEEMER CONSTRUCTION	2016	$	658,792.48	Asphalt Repairs
PLATTE CITY STREETS	CITY OF PLATTE CITY MO	2017	$	222,017.32	Mill & Overlay Streets
NORTH PATROL POLICE STATION	TURNER CONSTRUCTION	2017	$	294,350.00	Asphalt Parking Lot
SMITHVILLE STREETS	CITY OF SMITHVILLE MO	2016	$	288,711.86	Mill & Overlay Streets

DESOTO HIGH SCHOOL	MANNING CONSTRUCTION	2016	$	309,838.93	Mill & Overlay & New Parking Lot
LANSING HIGH SCHOOL	McPHERSON CONTRACTORS	2015	$	540,900.00	RUNNING TRACK PAVING
KANSAS SPEEDWAY	KANSAS SPEEDWAY KCKS	2014, 2015	$	320,744.00	RV Roadways
2017 STREET IMPROVEMENTS	CITY OF EDGERTON	2017	$	260,141.48	Mill & Overlay Streets
MISSION CITY STREETS	CITY OF MISSION	2017/2018	$	260,144.59	Mill & Overlay Streets

millergroup

Scheduled Equipment

Item #	Year	Description	ID # / Serial #	Limit
1	2010	Bobcat S-300	ASGP36364	$25,000
2	1985	Versatile 276 Tracto	85241348	$17,000
3	1992	Backhoe 580K	JJG0027588	$15,000
4	2003	Rosco Tru-Pac 915	38073	$15,000
5	2008	Crafco Supershots Tr	1C9SY1G18Y1418143	$3,400
6	1985	Hyster Roller 350C	C89C5430G	$7,000
7	2003	Ingersoll Rand CR30	172770	$6,000
8	2004	Bobcat MT52 Walk Beh	523611611	$4,000
9	2008	Bomag BM138AC WheelR	101650151040	$15,000
10	2000	Blawknox PF5510 Pave	55102880	$50,000
11	1977	Caterpillar 120G Mot	87V3107	$19,000
12	2008	Blaw Knox PF6110 Asp	192078	$200,000
13	2009	Bobcat Skid Steer Lo S330	ASHA35013	$32,000
14	1986	Bomag Rubber Tire Ro	101610000113	$7,000
15	2006	Leeboy Paver 8515	8616R45598	$35,000
16	2007	S300 Bobcat	531115356	$14,000
17	2009	Dynapac CC142 Roller	PO2871	$30,000
18	2007	Bomag Roller 128AD	101650142526	$30,000
19	1985	Hyster	C89C5414F	$7,000
20	2014	Leeboy 8616	96416	$160,000
21		Sealcoat Tank		$5,000
22	2002	Leeboy Tack wagon		$3,000
23	1998	JLG Manlift JLG Manlift #075295	0300037814	$8,000
24	2008	Bomag 141 Big Steel Big Steel Roller	101920001188	$55,000
25		Bomag BW138AD-5 Singlel Drum Vibratory Roller	101650301489	$48,459
26		Bomag BW138AC-5 Vibratory Single Drum Roller	101650311227	$53,898

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	DON BRUNS	20
Superintendent:	JOE BUEHLER	30
Foreman:	JUSTIN BUEHLER	10
Other Personnel:		

6. List of Proposed Major Subcontractors:
Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
MIDWEST MILLING	8438 MILLRIDGE LENEXA	913-208-3022	ASPHALT MILLING

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: Thomas Buehler Date: 2-17-20
(Title)

Subscribed and sworn to before me this 17th day of February, 2020 by _____.

John Knutson
(Signature of Notary Public)

(seal, if any)

JOHN KNUTSON
NOTARY PUBLIC
STATE OF KANSAS
MY APPOINTMENT EXPIRES 2-24-23

My commission expires: 2-24-23

GARDNER

SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # PW-2002

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

   Name: Midwest Milling Services, Inc.

   Address: 8136 Millridge St. Lenexa, Ks 66220

   Phone/Fax/Email: (913) 208-3022 / (913) 745-4095 / Midwestmilling@aol.com

2. Years in business 13 years

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

   W 200 Wirtgen Milling Machine

   S 650 Bobcat

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

   i. Name of Client: City of Lansing Date of Project: 7/20/19

   Contact Person: Yemi Alli Phone: (314) 482-4304 (913) 727-2406

   Description of Project: 2019 City Mill + Overlay

   ii. Name of Client: City of Butler Date of Project: 8/13/19

   Contact Person: Chris Phone: (660) 679-8072

   Description of Project: 2019 City Mill + Overlay

   iii. Name of Client: City of Parkville Date of Project: 6/19/19

   Contact Person: Allen Phone: (913) 915-4154

   Description of Project: 2019 City Mill + Overlay

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager	Michael Lyons	13 years
Superintendent	Michael Lyons	13 years
Foreman:	Christopher Hey	10 years
Other Personnel:	James Collins	10 years
	Jeromy Moenhoudt	10 years
	David Jommes	13 years
	Mike Malfox	5 years
	Mike Lyons	10 yers

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: _____ Pres. Date: 2/17/20
(Title)

Subscribed and sworn to before me this _____ day of _____, 2020 by _____.

_____ (seal, if any)
(Signature of Notary Public)

My commission expires: _____

GARDNER KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

PROJECT # PW-2002

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

(1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;

(2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;

(3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;

(4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and

(5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals $5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 2-17-20

Little Joe's Asphalt Inc
Contractor/Principal

By: Thurza Buehler
Signature

President
(Official Title of Signer)

CORPORATE SEAL

GARDNER KANSAS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # PW-2002

STATE OF Kansas)
COUNTY OF Wyandotte)

Theresa Buehler, being first duly sworn deposes and says that:

(1) He is President of Little Joe's Asphalt Inc, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Theresa Buehler

Name: Theresa Buehler

Title: President

Bidder: Little Joe's Asphalt Inc

Subscribed and sworn to before me this 17th day of February, 2020 by Theresa Buehler.

John Knutson
(Signature of Notary Public)

(seal, if any)

My commission expires: 2-26-23

2-26-23

Little Joe's Asphalt, Inc.
P O Box 516
Bonner Springs, KS 66012

Phone: (913)721-3261
Fax: (913)721-3144

A WOMEN'S BUSINESS ENTERPRISE

Estimate #: 16968

Submitted To:	City Of Gardner	**Date:**	2/17/202
Address:	120 E. Main Street Gardner, KS 66030	**Phone:**	(913)856-7535 **Fax:**
		Job Name:	2020 Pavement Management Progra
		Job Location:	Gardner, KS
Contact:	Mark Pottinger	**Prop. Owned By:**	City Of Gardner

1.	Mobilization	1 LS	**$1,750.00**
2.	Mill (2")	3,606 SY	**$2.65/SY** **$9,555.90**
3.	Edge Mill	2,980 SY	**$2.65/SY** **$7,897.00**
4.	Asphalt (2")	1,113 Tons	**$76.10/TN** **$84,699.30**
5.	2" Mill Patch	444 SY	**$32.25/SY** **$14,319.00**
6.	Traffic Control	1 LS	**$1,500.00**
7.	Force Account	1 LS	**$25,000.00**
8.	Public Relations	1 LS	**$1,500.00**

The total bid price is: $146,221.20

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	**CONFIRMED:** **Little Joe's Asphalt, Inc.** Authorized Signature _____ Title Don Bruns, Estimator

GARDNER

BID BOND

PROJECT # PW-2002

1.
KNOW ALL MEN BY THESE PRESENTS, that Little Joe's Asphalt, Inc. as Principal, hereinafter called the Principal, and North American Specialty Insurance Company a corporation duly organized under the laws of the State of NH as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2.
3. **WHEREAS,** the Principal has submitted a bid for the following project:
4.

2020 Pavement Management Program-Asphalt

5.
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this/her obligation shall be null and void, otherwise to remain in full force and effect.
6.
Signed and sealed this/her 4th day of February, 2020.
7.

8. Little Joe's Asphalt, Inc.
9. [SEAL] [Contractor/Principal]
10.
11. By: Thomas Burbach
12. [Title] President
13. ATTEST:
14.
15. Joseph L Burbach
16. [~~Secretary~~] V-President
17.
18.
19. North American Specialty Insurance Company
20. [Surety Company]
21. [SEAL]
22.
23. By: C. LaVonne Engeman
24. [Attorney-in-fact]
25.

C. LaVonne Engeman, Attorney-in-Fact

9.
10.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: C. LaVonne Engeman

Principal: Little Joe's Asphalt, Inc. Bond Number: Bid Bond
Obligee: City of Gardner Kansas Bond Amount: See Bond Form
Bond Description: 2020 Pavement Management Program - Asphalt

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M. KENNY
Notary Public - State of Illinois
My Commission Expires
12/04/2021

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of February, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Plan Holder List for '2020 Pavement Management Program Asphalt - Gardner, KS'

Show Classifications

Company Information	CSI Codes	Contact Information	Status Date Filled Date Returned	Delivery Method Tracking Number	Sets Issued
Bettis Asphalt And Construction 1800 NW Brickyard Rd Topeka, KS 66618	00001 - Construction Manager	Mark Bettis Phone: (785) 235-8444 Fax: (785) 232-0078	Filled 01/16/2020	Download - N/A (Downloads or Other)	004
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	00005 - Planroom	Michael Stubbs Phone: (800) 364-2059 Fax: (866) 570-8187	Filled 01/28/2020	Download - N/A (Downloads or Other)	007
Dodge Data & Analytics 4300 Beltway Place Ste 150 Arlington, TX 76018	00005 - Planroom	Jayalakshmi L Phone: (413) 376-7032 Fax: (609) 336-2767	Filled 01/17/2020	Download - N/A (Downloads or Other)	006
ePlan Online Planroom 1400 Forum Blvd Ste 7B Columbia, MO 65203	00005 - Planroom	Amber Cox Phone: (573) 447-7130 Fax: (573) 355-5404	Filled 01/15/2020	Download - N/A (Downloads or Other)	003
Hamm Companies 609 Perry Place Perry, KS 66073	31000 - Division 31 - Earthwork	Charlie Nadvornik Phone: (785) 597-5111 Fax: (785) 597-5117	Filled 01/16/2020	Download - N/A (Downloads or Other)	005
Harbour Construction Inc. 2717 S 88th Street Kansas City, KS 66111	32000 - Division 32 - Exterior Improvements	Scott Harbour Phone: (913) 441-2555 Fax: (913) 441-2576	Filled 02/14/2020	Download - N/A (Downloads or Other)	008
McAnany Construction Inc 15320 Midland Dr Shawnee, KS 66217	01000 - Division 1 - General Requirements	Ben McAnany Phone: (913) 631-5440 Fax: (999) 999-9999	Filled 01/14/2020	Download - N/A (Downloads or Other)	001
Superior Bowen Asphalt Company L.L.C. 520 W. Pennway St. Suite 300 Kansas City, MO 64108	32000 - Division 32 - Exterior Improvements	Bob Jewett Phone: (816) 921-8200 Fax: (816) 921-8251	Filled 01/15/2020	Download - N/A (Downloads or Other)	002

BID TAB FOR:
2020 PAVEMENT MANAGEMENT PROGRAM (ASPHALT)
PW-2002
Bid Opening: February 18, 2020 (10:00am)

				Engineer's Estimate		Little Joe's Asphalt, Inc.		Harbour Const., Inc.		Seal-O-Matic Paving Co.		Bettis Asph. & Const., Inc.		McAnany Const.	
Item No.	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	**Mobilization**	1	L.S.	$15,000.00	$15,000.00	$1,750.00	$1,750.00	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$19,000.00	$19,000.00	$8,500.00	$8,500.00
2	**Mill**	3,606	S.Y.	$2.50	$9,015.00	$2.65	$9,555.90	$2.76	$9,952.56	$2.46	$8,870.76	$6.60	$23,799.60	$7.00	$25,242.00
3	**Edge Mill (S.Y.)**	2,980	S.Y.	$2.00	$5,960.00	$2.65	$7,897.00	$2.76	$8,224.80	$2.46	$7,330.80	$5.20	$15,496.00	$7.00	$20,860.00
4	**Overlay**	1,113	Tons	$80.00	$89,040.00	$76.10	$84,699.30	$78.25	$87,092.25	$93.20	$103,731.60	$89.90	$100,058.70	$95.00	$105,735.00
5	**2" Mill Patch**	444	S.Y.	$25.00	$11,100.00	$32.25	$14,319.00	$30.00	$13,320.00	$34.25	$15,207.00	$49.25	$21,867.00	$60.00	$26,640.00
6	**Traffic Control**	1	L.S.	$5,000.00	$5,000.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$2,135.00	$2,135.00	$6,000.00	$6,000.00	$5,500.00	$5,500.00
7	**Public Relations**	1	L.S.	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00	$1,015.00	$1,015.00	$4,750.00	$4,750.00	$2,000.00	$2,000.00
8	**Force Account**	1	L.S.	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
				TOTAL	**$162,115.00**	**TOTAL**	**$146,221.20**	**TOTAL**	**$159,589.61**	**TOTAL**	**$165,290.16**	**TOTAL**	**$215,971.30**	**TOTAL**	**$219,477.00**

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: MARCH 16, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a contract with Apac-Kansas, Inc. for the 2020 Pavement Management Program (Chip Seal)

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Apac-Kansas, Inc. for the 2020 Pavement Management Program (Chip Seal), in an amount not to exceed $143,473.98, and authorizing the City Administrator to approve construction related Change Orders up to an additional $15,000.00.

Background/Description of Item:
As discussed at the December Council Work Session the 2020 Pavement Management Program consists of Concrete, Asphalt, and Chip-Seal projects. The projects were developed based on the comprehensive pavement management plans developed from staff review and documentation of the condition of streets within the city in 2014 and 2015.

Project Bids:
An Invitation to Bid notice was published online at www.drexeltech.com in their distribution plan room, in The Legal Record and on the City's website. Bids for the project were received and publicly opened on February 18, 2020.

A summary of the bids received follows:

Bidder	Total Bid
Apac-Kansas, Inc.	$143,473.98
Harbour Construction, Inc.	$154,986.26
Vance Brothers	$263,943.90
Engineer's Estimate	$143,717.80

City Staff reviewed references and recommends that Apac-Kansas, Inc. be awarded the contract.

Staff anticipates issuing a Notice to Proceed for late spring to mid-summer of this year. The contractor must have the project substantially complete within 60 calendar days in order to avoid liquidated damages.

Financial Impact:
Funding for this project will come from the City's infrastructure sales tax fund.

Attachments Included:

- 2020 Pavement Management Program Plans (Cover and Layout)
- Bid Document
- Plan Holder List
- Bid Tab

Suggested Motion:
Authorize the City Administrator to execute a contract with Apac-Kansas, Inc. for 2020 Pavement Management Program (Chip Seal) in an amount not to exceed $143,473.98, and authorize the City Administrator to approve construction related Change Orders up to an additional $15,000.00.

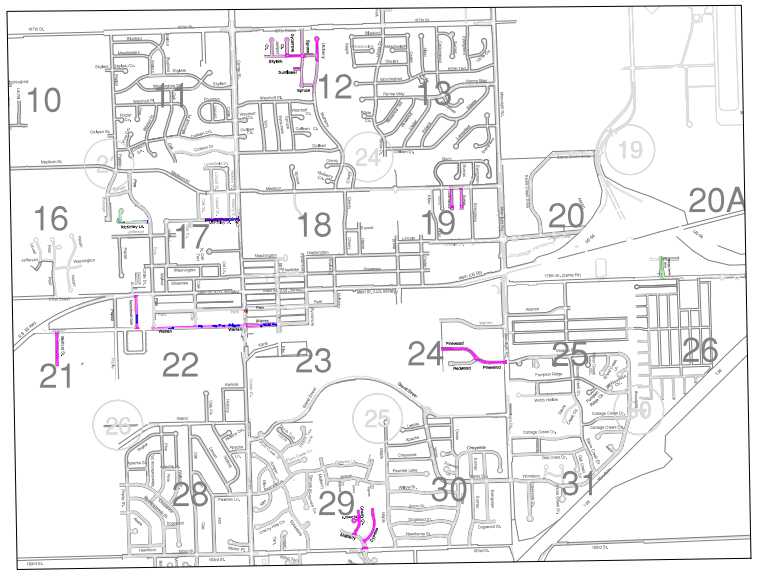
STREET RESURFACING PLANS
FOR
2020 PAVEMENT MANAGEMENT PROGRAM
IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS

UTILITY COMPANIES:

KANSAS GAS SERVICE (JOE SAVAGE)	(785) 214-3389
CENTURY LINK (ANDY TUTTLE)	(913) 856-2232
TIME WARNER CABLE (STEVE BAXTER)	(913) 643-1928
CITY OF GARDNER, WATER DEPT. (GONZALO GARCIA)	(913) 856-0990
CITY OF GARDNER, SEWER DEPT. (GONZALO GARCIA)	(913) 856-0990
GARDNER ENERGY (BRUCE BALDWIN)	(913) 856-7526

GENERAL NOTES

1. Construction Plans are approved initially for one year, after which time they automatically become void and must be updated and re-approved by the City Engineer before any construction will be permitted.
2. The contractor shall have one (1) signed copy of the plans (approved by the City of Gardner) and one (1) copy of the appropriate Construction Standards and Specifications at the job site at all times.
3. "The City of Gardner technical specifications, latest edition, shall govern construction of this project".
4. All backfill shall be tamped. Backfill within the right-of-way shall be 95 percent(95%) compaction at optimum moisture.
5. Construction of the improvements shown or implied by this set of plans shall not be initiated of any part thereof undertaken until the City Engineer is notified of such intent and all required and properly executed bonds and contract agreements are received and approved by the same.
6. All excavations shall be unclassified. Geological information shown is for design purposes only. Contractor may make sub-surface explorations upon approval of the owner.
7. All water required for the construction of this project may be purchased from the City through the use of a fire hydrant water meter. Meters can be obtained from the Public Works Department for a nominal deposit, refundable upon the return of the meter.
8. All existing utilities indicated on the plans are according to the best information available to the Engineer, however all utilities actually existing may not be shown. Utilities damaged through the negligence of the Contractor to obtain the location of same shall be repaired or replaced by the Contractor, at the Contractor's expense.
9. The Contractor shall not be allowed to work on Sunday. Holidays, Saturday work shall be approved by the City Engineer.
10. Relocation of any water lines, sewer line or service line thereof required for the construction of this project shall be the responsibility of the Contractor and shall be at the Contractor's expense.
11. A material certification shall be submitted to the City Engineer prior to placing any concrete, stating that all concrete used on this project will not contain fly ash or other pozzolans.
12. Clearing and grubbing shall be subsidiary to the construction.
13. Steel fence T-posts (6') are required at all manholes, clean-outs, valves, hydrants, and blow-offs until development occurs.
14. Erosion control measures will be required to be installed prior to any grading or construction activities
15. The accuracy and adequacy of the design, dimension and elevations shall be confirmed and correlated by the Contractor at the job site. If the Contractor finds any dimensions to be in error or in question, the Design Engineer shall be promptly contacted for clarification prior to the continuation of the work.
16. Mixing and placing of Asphaltic materials shall conform with Requirements of Flexible Pavement Section 603 Plant Mix Bituminous Construction, Section 120 Bituminous Materials and Section 1100 Aggregates for Bituminous Materials, Kansas Department of Transportation 1990 Standard Specifications for State Road and Bridge Construction.
17. All concrete used in the City of Gardner shall be KCMMB.
18. All excavation beneath streets shall be backfilled with diggable flowable fill to 4' back of curb and within 1' of subgrade.
19. Relocation of any water line, sewer line or service line thereof required for the construction of this project shall be the responsibility of the contractor and shall be at his expense.
20. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on the records of the various utility companies and where possible, measurements taken in the field. The information shown is not to be relied on as being exact field location of utilities. It shall be the responsibility of the Contractor to remove or relocate any existing utilities which conflict with the proposed improvements shown on the plans.
21. SAFETY NOTICE TO CONTRACTOR: In accordance with generally accepted construction practices, the contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the Engineer of the contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.
22. Contractor to stake Right of way/Esmts prior to construction, and preserve through project completion.



LOCATION MAP

SCALE: 1"=2000'

PREPARED & SUBMITTED BY:

CITY OF GARDNER
120 E. MAIN STREET
GARDNER, KS 66030

MARK A. POTTINGER KANSAS P.E.#13428 DATE

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2	OVERALL LAYOUT
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4	AREA 17
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6	AREA 20A
7	AREA 21
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10	AREA 24
11	AREA 29

LEGEND OF SYMBOLS

- 2" ASPHALT OVERLAY
- CHIP SEAL/FOG SEAL
- 2" MILL
- EDGE MILL
- MILL PATCH/SQUARE YARDS
- VARIABLE DEPTH OVERLAY

SUMMARY OF QUANTITIES
MILL/OVERLAY

Item No.	Item	Total Qty.	Units
1	Mobilization	1	L.S.
2	Mill	3,605	S.Y.
3	EdgeMill (S.Y.)	2,980	S.Y.
4	Overlay	1,111	Tons
5	2" Mill Patch	444	S.Y.
6	Traffic Control	1	L.S.
7	Public Relations	1	L.S.
8	Force Account	1	L.S.

SUMMARY OF QUANTITIES
CHIP SEAL/FOG SEAL

Item No.	Item	Total Qty.	Units
1	Mobilization	1	L.S.
2	Chip Seal	34,017	S.Y.
3	Fog Seal	34,017	S.Y.
4	Traffic Control	1	L.S.
5	Public Relations	1	L.S.
6	Force Account	1	L.S.

811 Know what's below. Call before you dig.

UTILITY NOTES:
VISUAL INDICATIONS OF UTILITIES ARE AS SHOWN. UNDERGROUND LOCATIONS SHOWN, AS FURNISHED BY THEIR LESSORS, ARE APPROXIMATE AND SHOULD BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION. FOR ACTUAL FIELD LOCATIONS OF UNDERGROUND UTILITIES CALL 811.

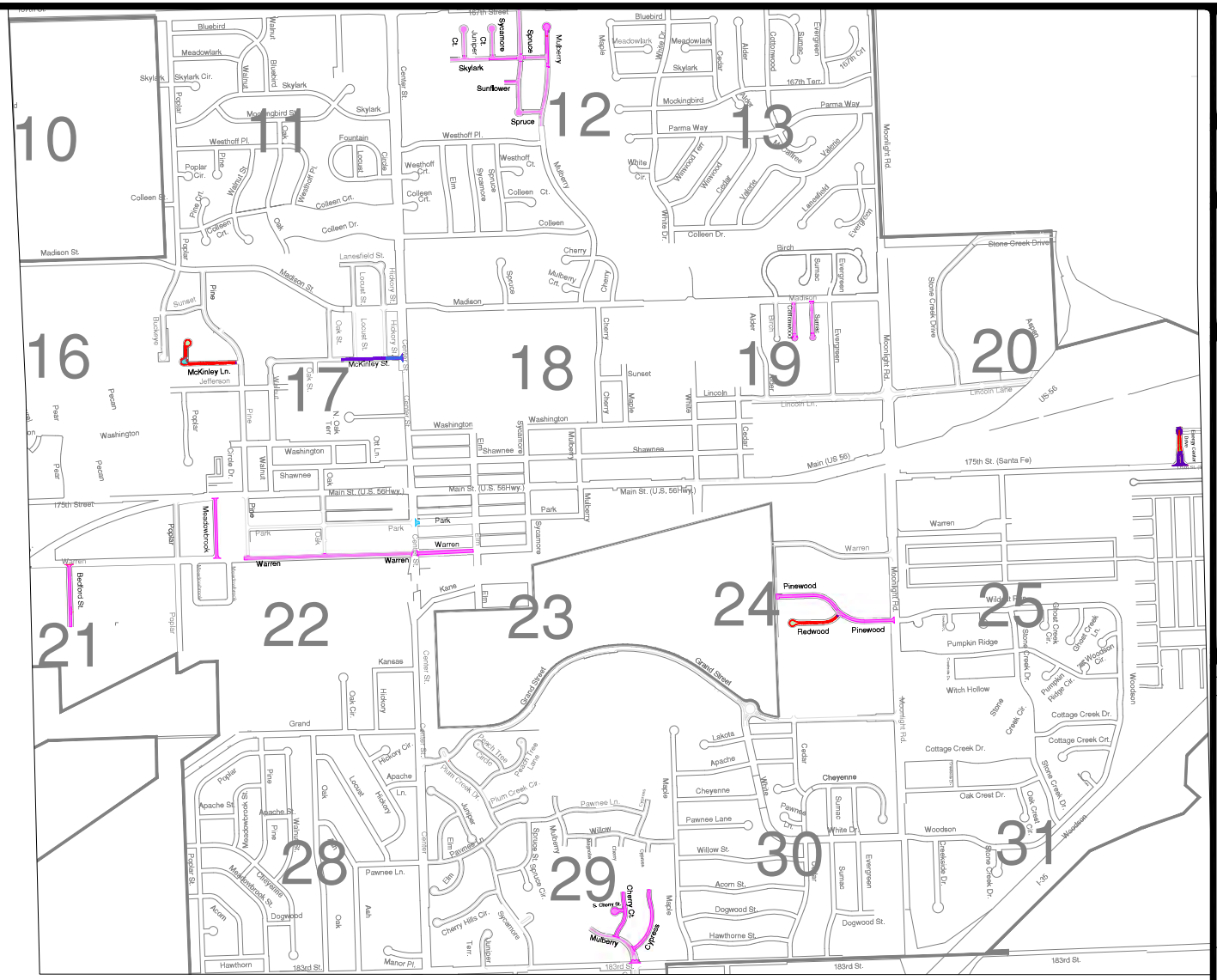
CONTACT INFO.
MARK A. POTTINGER, P.E.
CITY OF GARDNER
120 E. MAIN STREET
GARDNER, KS 66030
(913) 856-0918
mpottinger@gardnerkansas.gov

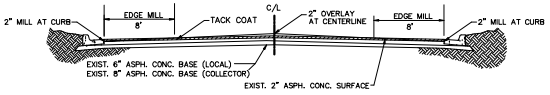
COVER SHEET
STREET RESURFACING PLANS
2020 PVMT. MGMT. PROGRAM
GARDNER, KANSAS

No.	Date	Revisions:	By	App.

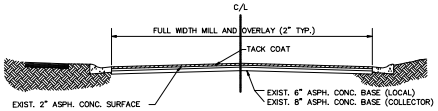
Date: 12/12/19
Drawn By: MAP
Designed By: MAP
Checked By: ATY

CPN: PW-1903

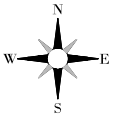




EDGE MILL DETAIL



FULL WIDTH MILL AND OVERLAY DETAIL



NOT TO SCALE

LEGEND OF SYMBOLS

- 2" ASPHALT OVERLAY
- CHIP SEAL/FOG SEAL
- 2" MILL
- EDGE MILL
- MILL PATCH/SQUARE YARDS
- VARIABLE DEPTH OVERLAY

MARK A. POTTINGER
LICENSED
13428
KANSAS
PROFESSIONAL ENGINEER

OVERALL LAYOUT
STREET RESURFACING PLANS
2020 PVMT. MGMT. PROGRAM
GARDNER, KANSAS

No.	Date	Revisions:	By	App.

Date: 12/12/19
Drawn By: MAP
Designed By: MAP
Checked By: M.K.

CPN: PW-1903

SHEET 2 OF 11

GARDNER KANSAS

PROPOSER'S AFFIDAVIT

PROJECT # PW-2002

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: APAC-Kansas Inc., Shears Division

Address: 302 Peyton Street

City/State/Zip: Emporia, KS 66801

Contact Person: David Duncan

Phone: (620) 342-2047 Email: David.Duncan@apac.com

Federal ID #: KS04 58-1401475

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit
☐ Partnership ☒ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):
   Addendum No.: 1 Dated: 1-27-2020
   Addendum No.: _____ Dated: _____
   Addendum No.: _____ Dated: _____

Authorized Signature: _____ Date: 2-18-2020
Branch Manager (Title)

Subscribed and sworn to before me this 18th day of February, 2020 by David Duncan

Marie K Johnson
(Signature of Notary Public)

(seal, if any)

MARIE K JOHNSON NOTARY PUBLIC My Appt. Expires 1-31-2023 STATE OF KANSAS

My commission expires: 1-31-2023

GARDNER KANSAS

BID FORM
PROJECT # PW-2002

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids. Payment will be made for actual quantities constructed or installed, be they more or less than those listed unless otherwise indicated; said quantities being measured and determined as follows.

Estimated Quantities Base Bid					
Item No.	Item	Qty.	Units	Unit Cost	Total
1	Mobilization	1	L.S.	$12,665.00	$12,665.00
2	Chip Seal	34,917	S.Y.	$2.88	$111,734.40
3	Fog Seal	34,917	S.Y.	$0.27	$10,475.10
27	Traffic Control	1	L.S.	$4,733.55	$4733.55
28	Public Relations	1	L.S.	$2,883.07	$2,883.07
29	Force Account	1	L.S.	$5,000.00	$5,000.00
				Total	$147,473.98

AWARD OF CONTRACT: It is understood and agreed that the contract will be awarded on the basis of the total bid amount at the discretion of the City Council. The owner reserves the right to add or delete construction work after the bids are opened due to budgetary requirements.

TIME FOR COMPLETION: The notice to proceed for this project will be issued as early as mid-May and no later than early July of 2020 subject to weather and completion of the concrete and asphalt work in the project area. Project completion shall be achieved within 60 calendar days provided to complete the project. Duration of street closures for fog sealing shall be kept to a minimum. If necessary, the project will be temporarily suspended after the third sweeping and resumed once weather conditions are conducive to fog sealing. Included in that contract time frame are 8 days in which work may be disrupted by rain. Historical records indicate that 8 days is an average disruption for weather during this time frame.

Additional time will be allowed for any net addition of work. This time will be calculated by dividing the cost of the added work by the overall cost of the project (minus the lump sum items) and then multiplying by the overall days allowed for the project.

GARDNER KANSAS

Authorized Signature: _____ Date: 2-18-2020

Name and Title: David Duncan, Branch Manager

Subscribed and sworn to before me this 18th day of February, 2020 by David Duncan

Marie K Johnson
(Signature of Notary Public)

(seal, if any)

My commission expires: 1-31-2023

MARIE K JOHNSON
NOTARY
My Appt. Expires
1-31-2023
PUBLIC
STATE OF KANSAS

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

PROJECT # PW-2002

1. The name, address, telephone number/fax number/email address of the bidder.

   Name: APAC-Kansas Inc., Shears Division

   Address: 302 Peyton Street, Emporia, KS 66801

   Phone/Fax/Email: (620) 342-2047/ (620) 343-8118/ cody.williams@apac.com

2. Years in business 146 years

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

   Chip Spreader, Dump Trucks, 10 Ton Pneumatic Roller, Rotary Broom, Pick up, Distributor, and Front End Loader 966.

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

   i. Name of Client: City of Dodge City Date of Project: June 2019

   Contact Person: Tanner Rutschman Phone: (620) 225-8106

   Description of Project: Chip Seal

   ii. Name of Client: City of McPherson Date of Project: Sept 2019

   Contact Person: Jeff Woodard Phone: (620) 245-2549

   Description of Project: Chip Seal

   iii. Name of Client: City of Haviland Date of Project: July 2019

   Contact Person: Robert Ellis Phone: (620) 862-5317

   Description of Project: Chip Seal

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager:	David Duncan	28
Superintendent:	Jeff Dunham	35
Foreman:	Eric Grayson	15
Other Personnel:	-	-

6. List of Proposed Major Subcontractors:
Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
Delta Sweeping Co.	2001 Guinotte Ave, Kansas City, MO 64120	(816) 221-8851	Sweeping

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: _____ Date: 2-18-2020
(Title)

Subscribed and sworn to before me this 18th day of February, 2020 by David Duncan.

Marie K Johnson
(Signature of Notary Public)

(seal, if any)

MARIE K JOHNSON NOTARY PUBLIC STATE OF KANSAS My Appt. Expires 1-31-2023

My commission expires: 1-31-2023

SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # PW-2002

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

   Name: Delta Sweeping Co.

   Address: 2001 Guinotte Ave, Kansas City, MO 64120

   Phone/Fax/Email: (816) 221-8851/ (-)/ nfrancis2013@att.net

2. Years in business 41

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

   Street Sweeper

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

   i. Name of Client: Vance Brothers Date of Project: June 2016

   Contact Person: Perry Bummitt Phone: (816) 663-0745

   Description of Project: Sweeping

   ii. Name of Client: Vance Brothers Date of Project: June 2017

   Contact Person: Perry Bummitt Phone: (816) 663-0745

   Description of Project: Sweeping

   iii. Name of Client: Vance Brothers Date of Project: June 2018

   Contact Person: Perry Bummitt Phone: (816) 663-0745

   Description of Project: Sweeping

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager	Nickie Francis	20
Superintendent	Robert Nichols	20
Foreman:	Robert Nichols	20
Other Personnel:	-	-

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature: _____ Date: 2-18-2020
(Title)

Subscribed and sworn to before me this 18th day of February, 2020 by David Duncan.

Marie K Johnson
(Signature of Notary Public)

(seal, if any)

MARIE K JOHNSON NOTARY My Appt. Expires 1-31-2023 PUBLIC STATE OF KANSAS

My commission expires: 1-31-2023

GARDNER KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

PROJECT # PW-2002

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

(1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;

(2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;

(3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;

(4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and

(5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals $5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 2-18-2020

APAC-Kansas Inc., Shears Division
Contractor/Principal

APAC-KANSAS, INC. CORPORATE SEAL DELAWARE

CORPORATE SEAL

By: _____
Signature David W. Duncan

Branch Manager
(Official Title of Signer)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # PW-2002

STATE OF Kansas)
COUNTY OF Johnson)

David W. Duncan, being first duly sworn deposes and says that:

(1) He is Branch Manager of APAC-Kansas Inc., Shears Division, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____

Name: David W. Duncan

Title: Branch Manager

Bidder: APAC-Kansas Inc., Shears Division

Subscribed and sworn to before me this 18th day of February, 2020 by David Duncan.

Marie K Johnson
(Signature of Notary Public)

(seal, if any)

MARIE K JOHNSON NOTARY PUBLIC STATE OF KANSAS My Appt. Expires 1-31-2023

My commission expires: 1-31-2023

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-KANSAS, INC., SHEARS DIVISION

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto Gardner, Kansas

as Obligee, hereinafter called the Obligee, in the sum of 5% of Amount Bid

Dollars ($ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No. PW-2002

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of February, 2020.

APAC-KANSAS, INC. CORPORATE SEAL DELAWARE

(Witness) Michael Gudmonson

APAC-KANSAS, INC.,
SHEARS DIVISION
(Principal) (Seal)

Mark Witherspoon (Title) Estimator

(Witness) Michael Gudmonson

FEDERAL INSURANCE COMPANY
(Surety) (Seal)

David W. Duncan (Title) Attorney-In-Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Steven L. Collins, Dave Duncan, Chad A. Girard, Jason Heis, James D. Hendrix, Jordan Marshall, Dean McDaniel, L. James Ralston, Janet Rogers, Jeff Shaw, Tom Stivers and Ross A. Weber of Hutchinson, Kansas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed $ 1,000,000.00 (One Million dollars & zero cents) given or executed in the course of business, but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations, on behalf of **APAC-KANSAS, INC, SHEARS DIVISION** and all Subsidiaries, as principal, in connection with bids or proposals to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid undertakings by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **6th** day of **September, 2019.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **6th** day of **September, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th Day of February 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Plan Holder List for '2020 Pavement Management Program Chip Seal - Gardner, KS'

Show Classifications

Company Information	CSI Codes	Contact Information	Status Date Filled Date Returned	Delivery Method Tracking Number	Sets Issued
APAC-Kansas Inc. Shears Division 302 Peyton Emporia, KS 66801	31000 - Division 31 - Earthwork	Mark Witherspoon Phone: (620) 342-2047 Fax: (620) 343-8118	Filled 01/29/2020	Download - N/A (Downloads or Other)	006
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	00005 - Planroom	Michael Stubbs Phone: (800) 364-2059 Fax: (866) 570-8187	Filled 01/28/2020	Download - N/A (Downloads or Other)	005
Dodge Data & Analytics 4300 Beltway Place Ste 150 Arlington, TX 76018	00005 - Planroom	Jayalakshmi L Phone: (413) 376-7032 Fax: (609) 336-2767	Filled 01/17/2020	Download - N/A (Downloads or Other)	004
ePlan Online Planroom 1400 Forum Blvd Ste 7B Columbia, MO 65203	00005 - Planroom	Amber Cox Phone: (573) 447-7130 Fax: (573) 355-5404	Filled 01/14/2020	Download - N/A (Downloads or Other)	002
Harbour Construction Inc. 2717 S 88th Street Kansas City, KS 66111	32000 - Division 32 - Exterior Improvements	Scott Harbour Phone: (913) 441-2555 Fax: (913) 441-2576	Filled 01/16/2020	Pickup - CUSTOMER PICKUP, Lenexa - Drexel Technologies	001 paper
Harbour Construction Inc. 2717 S 88th Street Kansas City, KS 66111	32000 - Division 32 - Exterior Improvements	Scott Harbour Phone: (913) 441-2555 Fax: (913) 441-2576	Filled 02/14/2020	Download - N/A (Downloads or Other)	007
Vance Brothers Inc. 5201 Brighton Kansas City, MO 64130	01000 - Division 1 - General Requirements	Matthew Stry Phone: (816) 923-4325 Fax: (816) 923-6472	Filled 01/14/2020	Download - N/A (Downloads or Other)	001

BID TAB FOR:
2020 PAVEMENT MANAGEMENT PROGRAM (CHIP SEAL)
PW-2002
Bid Opening: February 18, 2020 (10:00am)

				Engineer's Estimate		Apac-Kansas, Inc.		Harbour Const., Inc.		Vance Brothers	
Item No.	Item	Total Qty.	Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	**Mobilization**	1	L.S.	$10,000.00	$10,000.00	$12,665.00	$12,665.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
2	**Chip Seal**	34,917	S.Y.	$2.50	$87,292.50	$2.88	$100,560.96	$3.10	$108,242.70	$4.85	$169,347.45
3	**Fog Seal**	34,917	S.Y.	$0.90	$31,425.30	$0.27	$9,427.59	$0.68	$23,743.56	$1.85	$64,596.45
4	**Traffic Control**	1	L.S.	$5,000.00	$5,000.00	$4,733.55	$4,733.55	$3,000.00	$3,000.00	$10,000.00	$10,000.00
5	**Public Relations**	1	L.S.	$5,000.00	$5,000.00	$2,883.07	$2,883.07	$5,000.00	$5,000.00	$5,000.00	$5,000.00
6	**Force Account**	1	L.S.	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
				TOTAL	**$143,717.80**	**TOTAL**	**$135,270.17**	**TOTAL**	**$154,986.26**	**TOTAL**	**$263,943.90**
						As read =	**$147,473.98**				

Note: Highlights indicate Math Errors that did not affect low bid rank

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: MARCH 16, 2020

STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing a Change Order with Amino Brothers Co., Inc. to construct storm sewer improvements for the Waverly Plaza Special Benefit District

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute Change Order No. 2 with Amino Brothers Co., Inc. on the Santa Fe Improvements project in an amount not to exceed $292,155.85.

Background/Description of Item:
On October 7, 2019, Council authorized the City Administrator to execute a contract with Amino Brothers Co., Inc. to construct the Santa Fe Improvements project. The plans required a ditch to be constructed to carry stormwater from Santa Fe north to the existing detention pond south of Gardner Edgerton High School. The intent was for the ditch to be temporary until the time that the stormwater system for Laurel Street and Washington Street were constructed. Since construction of Laurel Street and Washington Street is now proceeding through the Waverly Plaza Special Benefit District, there is no longer a need for the temporary ditch. The engineer for the benefit district has prepared plans for the roadway stormsewer system, which include the items in the attached Bid Form. The remaining items to complete the construction of Laurel Street and Washington Street will be included in a future change order.

Financial Impact:
The cost of this work will be paid for through the Waverly Plaza Benefit District.

Attachments Included:
- Bid Form

Suggested Motion:
Authorize the City Administrator to execute Change Order No. 2 with Amino Brothers Co., Inc. for the Santa Fe Improvements project in an amount not to exceed $292,155.85.

Washington Street and Laurel Street Benefit District
Phase I Storm Sewer
Bid Tabulation - March 3, 2020
PEI #190573

Item	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Amino Brothers	
				Unit Price	Cost	Unit Price	Cost
1	Mobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 615.00	$ 615.00
2	Earthwork	LS	1	$ 10,000.00	$ 10,000.00	$ 8,489.00	$ 8,489.00
3	15" HDPP	LF	146	$ 50.00	$ 7,300.00	$ 43.20	$ 6,307.20
4	42" HDPP	LF	774	$ 145.00	$ 112,230.00	$ 101.00	$ 78,174.00
5	60" HDPP	LF	46	$ 180.00	$ 8,280.00	$ 192.00	$ 8,832.00
6	42" HDPE	LF	151	$ 125.00	$ 18,875.00	$ 85.95	$ 12,978.45
7	48" HDPE	LF	477	$ 150.00	$ 71,550.00	$ 109.00	$ 51,993.00
8	60" HDPE	LF	65	$ 160.00	$ 10,400.00	$ 171.00	$ 11,115.00
9	60" HDPE End Section	EA	1	$ 8,500.00	$ 8,500.00	$ 3,945.00	$ 3,945.00
10	6' x 4' Curb Inlet	EA	4	$ 6,500.00	$ 26,000.00	$ 5,395.00	$ 21,580.00
11	6' x 6' Curb Inlet	EA	2	$ 7,000.00	$ 14,000.00	$ 6,990.00	$ 13,980.00
12	7' x 6' Curb Inlet	EA	2	$ 7,500.00	$ 15,000.00	$ 7,946.00	$ 15,892.00
13	8' x 4' Curb Inlet	EA	1	$ 7,000.00	$ 7,000.00	$ 8,238.00	$ 8,238.00
14	8' x 7' Curb Inlet	EA	1	$ 7,500.00	$ 7,500.00	$ 9,961.00	$ 9,961.00
15	6' x 6' Junction Box	EA	2	$ 7,000.00	$ 14,000.00	$ 6,981.00	$ 13,962.00
16	7' x 7' Junction Box	EA	1	$ 7,000.00	$ 7,000.00	$ 8,167.00	$ 8,167.00
17	RIP-RAP (KDOT HEAVY 1/4 Ton)	SY	50	$ 135.00	$ 6,750.00	$ 90.30	$ 4,515.00
18	Erosion Control (Phase I)	LS	1	$ 5,000.00	$ 5,000.00	$ 5,492.00	$ 5,492.00
19	Temporary Seeding (Phase I)	Acre	2.6	$ 3,500.00	$ 9,100.00	$ 1,277.00	$ 3,320.20
20	Construction Staking	LS	1	$ 4,000.00	$ 4,000.00	$ 4,600.00	$ 4,600.00
				TOTAL	$ 372,485.00	TOTAL	$ 292,155.85

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: MARCH 16, 2020
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract for the Prairie Trace Sanitary Sewer Improvements Project

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 a contract with George Butler Associates, Inc. (GBA) in an amount not to exceed $390,789.00 for the Prairie Trace Sanitary Sewer Improvements Project WW2005.

Background/Description of Item:
The purpose of this project is to design sanitary sewer improvements to the Prairie Trace Development west of Interstate 35. These improvements include but are not limited to a sanitary sewer lift station and force-main design to handle the flows being proposed by the Prairie Trace development and then control the flows and send those flows to the Kill Creek Wastewater Treatment Plant. This design contract will help meet the following goals for this development:

- Develop system curves for the site
- Minimize pump run times at the facility
- Record wet well levels & flows through this site
- Provide additional capacity to support future growth in the area
- Develop a long term site plan
- Improve customer service and quality of life for the Gardner community

In January, the Utilities Department issued a Request for Qualifications (RFQ) for Prairie Trace Sanitary Sewer Improvements design. The design is for a lift station and force-main, including but not limited to East Lift Station review, capacity evaluations, alternative reviews, flow metering, rainfall monitoring, surveying, geotechnical investigations, grading, system capacity analysis, wet well, storage facilities, and other components to create an operable wastewater collection system.

RFQ Process:
The RFQ was advertised on the City website and in The Legal Record, and was picked up by multiple plan rooms. Nine companies requested copies of the RFQ documents and five (5) well-qualified firms responded to the RFQ. In accordance with the purchasing policy, a selection committee was formed to review the Statement of Qualifications (SOQ) and make a recommendation to the UAC. The committee members were:

- Gonzalo Garcia, Utilities Department Director, Committee Chair
- Jeff LeMire, Utilities Sr. Staff Engineer
- Scott Millholland, Wastewater Plant Superintendent
- Amy Nasta, Senior Management Analyst
- Michael Kramer, Public Works Director

The selection committee reviewed the SOQs as set forth in the City purchasing policy and by the following criteria included in the RFQ:

- Adherence to the proposal submittal outline.
- Project Understanding & Approach
- Relevant Experience, Including Past Performance & Knowledge
- Staff Qualifications & Availability
- Project Schedule

Staff has reviewed the proposed Scope of Services and Fee Schedule presented by GBA and agree that the services proposed meet and exceed the requirements as set forth in the RFQ. The GBA team is highly qualified to implement the standards required to perform the design of the Prairie Trace Sanitary Sewer Improvements.

Financial Impact:
Design costs will be temporarily funded by the Wastewater Fund until G.O. Bonds are issued. The construction phase of the project will be financed with General Obligation Bonds and the design costs will be included into the debt issuance to reimburse the Wastewater Fund. Debt service payments will come from the Wastewater Fund.

Attachments included:

a. Agreement for Professional Services
b. Scope of Work
c. GBA Fee Estimate
d. Preliminary Alignment

Suggested Motion:
Authorize the City Administrator to execute a contract with George Butler Associates, Inc. in an amount not to exceed $390,789.00 for the Prairie Trace Sanitary Sewer Improvements, Project WW2005.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and George Butler Associates, Inc., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional engineering firm, experienced in the preparation of master planning and engineering design and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for Prairie Trace Sanitary Sewer Improvements, Project No. WW2005.

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

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from March 16, 2020 to June 1, 2022 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

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

3.0 Scope of Services.

3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.

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

3.3 Assigned Personnel.

3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that the City desires the removal of person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons within a mutually agreed upon time frame from project/work upon receiving written notice from City.

3.3.2 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation,

sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

3.3.3 The Consultant shall designate Gary S. Beck, PE as Principal (913 577-8216) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.4 City shall designate Jeff LeMire, Senior Staff Engineer as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

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

5.0 Payment.

5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.

5.3 All invoices should be sent to Jeff LeMire, Senior Staff Engineer.

5.4 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 Consultant, to protect City from loss because of:

1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
2) Claims of third parties against City or City's property;
3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
6) Persistent failure to carry out the Work in accordance with this Agreement;
7) Damage to City or a third party to whom City is, or may be, liable; or
8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

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

8.0 Insurance.

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

1) Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
2) Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability

coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;

3) 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.
4) Professional Liability – The Consultant shall maintain Professional Liability insurance in an amount not less than $500,000, and shall provide the City with certification thereof.
5) 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

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

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

attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City. The Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the documents by the client or any person or entity that acquires or obtains the documents form or through the Client without the written authorization of the Consultant.

13.2 Open Records.

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

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

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

compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

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

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

16.0 Assignment.

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

17.0 Confidentiality.

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

18.0 Notices.

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

To City: Jeff LeMire, PE CFM
1150 E Santa Fe St
Gardner, KS 66030
jlemire@gardnerkansas.gov
913-856-0980

To Consultant: Tim Schneller, PE
9801 Renner Blvd
Lenexa, KS 66219
tschneller@gbateam.com
913 577-8374

19.0 Amendments.

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

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

20.0 No Third Party Beneficiaries.

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

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

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

24.0 Severability.

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

25.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have

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

26.0 Incorporation of Appendices.

Appendix A – Scope of Services, Appendix B – Fees, Appendix C - City PROJECT #WW2005, Addendum No. 1 to PROJECT #____, and Appendix D – Consultant's Response to PROJECT #WW2005 are attached hereto and made a part hereof as if fully set out herein.

27.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect. To the extent that Consultant has attached additional terms and conditions to its bid or scope of services, such terms and conditions are not contractual between the parties and do not form part of the agreement between the parties.

28.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

_____

(Mayor/City Administrator)

CONSULTANT

Gary S. Beck

Gary S. Beck, PE
Vice President

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

Ryan Denk, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Define Scope of Services – Be Specific as Possible

Include Work Timeframe

Include Definition/Explanation of Acceptance of Work

EXHIBIT B – FEES

Define Fees and Fee Schedule, and Payment/Approval Process

EXHIBIT A
SCOPE OF SERVICES AND RELATED MATTERS

GENERAL

The following scope of work was based on assumed quantities of force main. For purposes of this agreement it was assumed that GBA will be responsible for the design of the following improvements.

1. 7,500 LF of Force Main
2. Pumping Station with precast wet well

It was assumed, for purpose of this agreement that one set of project drawings and specifications will be produced that will cover the force main and pump station.

To estimate a design fee it was assumed the pump station will be designed as follows: A submersible type pumping station with a 25-foot deep pre-cast concrete wet well, generator with pad, pre-cast concrete valve vault, a precast concrete electrical equipment building, possible below grade pre-cast concrete extraneous flow storage, and an all-weather access road. If the pump station size requires cast-in-place construction and aboveground storage, a contingency in the fee would be authorized to allow for the more intensive design. The following Tasks describe the Basic Scope of Services to be provided by GBA under the Project.

TASK 1: PROJECT ADMINISTRATION AND MANAGEMENT

Task 101 – Project Management Services. Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with City Staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 – Monthly Invoicing and Project Status Reports. Prepare and submit monthly invoices on a form acceptable to the City and provide a monthly project status report and updated project schedule, which shall accompany the monthly invoice submittal.

Task 103 – Subconsultant Agreements and Administration. Negotiate contracts and coordinate work with sub-consultants. Anticipated sub-consultants will provide the following services: soils exploration and land acquisition.

Task 104 – Quality Control. Perform quality control reviews which include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 105 – Project Kickoff Meeting. After Notice to Proceed is given by City, GBA shall organize and conduct a Project kickoff meeting with the City to review and establish project goals, lines of communication, project procedures, and other logistics of project execution, including anticipated Project schedule.

TASK 2: DATA COLLECTION, ANALYSIS, AND PRELIMINARY DESIGN

Task 201 – Coordinate with KDOT. Coordinate Interstate 35 crossing with Kansas Department of Transportation (KDOT) representative. Provide KDOT preliminary plans of force main alignment.

Task 202 – Review Gardner Design Standards and Requirements. Review the City's prevalent design standards and requirements for sanitary design.

Task 203 – Obtain Pump Station and Gravity System Data. Review the recommendations contained in the City's March 2017 Wastewater Mater Plan and request additional computer files or data needed. Requested data includes but is not limited to: sanitary system GIS shapefiles, as-built drawings of the City's East Lift Station, lift station flow data, lift station operating levels, existing pump curves, a preliminary plat of the Prairie Trace development, and City financial budget spreadsheets and documents.

Task 204 – Evaluate Existing Pump Station Capacity. Evaluation of the City's East lift station and downstream pipe network capacity. This will use a hydraulic model to simulate storage and pumping system capacity.

Task 205 – Calculate Design Flows. Estimation of design flows based on Phase 1 of the preliminary plats provided by the developer.

Task 206 – Review Planned Development. Review of the preliminary plats provided by the developer and proposed location of the lift station. Coordination with the developer on the proposed location of new lift station and connection point of the east interceptor.

Task 207 – Alternative Review, Business Case Evaluation. Evaluation of the City's finances and the estimated revenue to be collected from the development through user rates and connection fees. Provide the City a summary of the recovery of capital costs and recommendation on sharing of these capital costs.

Task 208 – Preliminary Design. Perform field investigations for the proposed force main alignments and the pump station site. Contact the appropriate public electrical utility and determine the availability of 3-phase, 480V power to the proposed pump station site. Using contour maps, flood plain mapping, and photography evaluate alignment alternatives and possible pump station sites for constructability and environmental issues. Develop conceptual layout of the pumping station and force main.

Task 209 – Site Layout. Develop preliminary site plans of the lift station.

Task 210 – Site Survey. Perform topographic survey of the proposed pump station site and force main alignment. Along the width of the development easements obtain shots on trees 6" and larger in diameter, project centerline, utility crossings, drainage structures, adjacent stream flow line, fences, utility markers, and riparian crossing repair locations. Develop a property map for the project including tract boundaries and rights-of-way for roadways.

Task 211 – Site Geotechnical Work. Employ geotechnical subconsultant to conduct geotechnical surveys of the proposed pump station site and force main alignment. Six (6) soil borings will be conducted: three at Interstate 35 crossing, two along force main alignment, and one at the proposed pump station location. A licensed professional geotechnical engineer will furnish a report with recommendations for compaction, bedrock integrity, structural bearing capacity, shrinkage/swell potential and compaction. Stake the borings prior to drilling. Note locations on the plans and provide soil boring logs.

Task 212 – Pump Station Storage Evaluation. Evaluate the type and size of pump station storage to meet anticipated design flows.

Task 213 – 60% Preliminary Construction Drawings. Prepare 60% construction drawings for review by City. Preliminary project drawings which shall include:

A. Title Sheet
B. General Layout Sheet
C. Plan and Profile Sheets
D. Pump Station Plan Sheets
E. Electrical Building Sheet
F. Electrical Plan Sheet
G. Standard and Special Detail Sheet(s)

The proposed force main construction will be shown in single plan and profile format, at a minimum of 1" = 50' horizontal and 1" = 10' vertical.

Task 214 – Memorandum of Findings. Prepare a memorandum documenting the design decisions related to design flows, expandability options, pumping station equipment preferences, control strategies, and storage recommendations.

This document will be submitted to the Kansas Department of Health and Environment (KDHE) with the final construction plans and specifications.

Task 215 – Preliminary Permitting Effort. Prepare documentation and submit to local and state and federal agencies to acquire permits from KDHE and KDOT. To ensure compliance with the special conditions of the Army Corps of Engineers Permit 404, Nationwide Permit for Utility Crossings, conduct field investigations to determine the existence of wetlands and the potential impact on threatened/endangered species and cultural resources. Prepare internal memorandum as required to confirm Nationwide Permit eligibility. Prepare a Storm Water Pollution Prevention Plan (SWPPP). If forested wetlands are found, the additional requirements will be performed as outlined in Task 506.

Task 216 – Preliminary Utility Coordination. Send preliminary plans to utility companies, meet with representatives in the field. Provide an electrical engineer to assist the City with obtaining commercial power to the site. The work will include 1 site visit and 1 coordination meeting.

Task 217 – Prepare Preliminary Opinion of Probable Construction Cost. Prepare a preliminary opinion of probable construction cost based on the preliminary construction documents.

Task 218 – Submit 60% Prelim. Design, OPCC, & Memo of Findings. Submit three (3) sets of the preliminary plans to the City for review.

TASK 3: FINAL DESIGN – PUMP STATION AND FORCE MAIN

Task 301 – Meeting to Receive Comments on 60% Drawings. Attend meeting with City to discuss comments or proposed changes to the preliminary plans.

Task 302 – Acquire Easements. Prepare easement exhibits and legal descriptions of easements based on the final alignments approved by the City. All easements will include an Ownership and Easement (O&E) report prepared by a title company. It is anticipated that ten (10) properties will need easements. Prepare the easement documents on the City's standard easement forms. The easement exhibit will show an easement number, owner's name(s), scale, north arrow, square footage of permanent and temporary construction easements and the location of temporary and permanent easements. Attend a meeting with the City to discuss the easement descriptions and exhibits. Make changes requested by the City and resubmit. Requests by property owners to change the easement documents will be considered as Additional Services under this Agreement.

Prepare property appraisals as necessary to establish prices for easement acquisition. Prepare land acquisition documents, perform acquisition negotiations, and attend and document meetings/contact with the property

owners that would be involved. The fee is based on an assumed ten (10) property owners.

Task 303 – Develop 90% Construction Drawings. Prepare 90% construction drawings for review by City.

Task 304 – Develop Specifications. Develop technical specifications as needed for the pumping station and force main. Review and provide modifications to the City's standard specifications as needed.

Task 305 – Finalize Permitting. Furnish to the City all permit application documents including Construction Stormwater NPDES . The City will make payment of any fees related to the permits.

Task 306 – Update OPCC. Revise the preliminary OPCC based on the quantities and conditions documented in the final construction drawings and specifications. Identify adjustments to the previous opinion of probable construction cost caused by changes in scope, design requirements or construction costs.

Task 307 – Submit 90% Design Documents, OPCC, Permits, Etc. Prepare 90% construction drawings, opinion of probable construction costs and permit applications for review by City.

Task 308 – Meet to Receive Comments on 90% Design. Attend meeting with City to discuss comments or proposed changes to the 90% plans.

Task 309 – Submit Bid Documents. Submit three (3) copies of the final project drawings, contract documents, OPCC and soil borings to the City for final review.

TASK 4: BIDDING AND CONSTRUCTION SERVICES

Task 401 – Bid Assistance and Evaluation. Provide and distribute project contract documents, in accordance with City's Purchasing Procedures, to interested parties. A reasonable fee for these documents will be collected and retained by GBA. Consider inquiries prior to the bid opening and draft addenda to the project contract documents as required. Send written addenda to all recorded plan holders. For purposes of this Agreement it is understood that the effort required to perform extensive studies of bidder requested alternate materials or construction methodologies is not part of the scope of work.

Tabulate and review bids for completeness and accuracy. Consult with and advise the City on the qualifications and responsiveness of the apparent low-bidder(s). Submit a written bid award recommendation to the City.

Task 402 – Construction Phase Assistance. Provide the successful bidder with five (5) sets of contract documents ready for contract execution. Review the executed documents for general compliance with the bonding, insurance and special condition requirements. Transmit the contract documents to the City for final execution.

Assist the City in conducting a preconstruction conference with the contractor, subcontractors, utility representatives, and other interested parties. The Engineer will notify affected utility companies in writing, prior to the preconstruction conference. Provide a written summary of the conference to the attendees.

Review project schedule, cash flow schedule, shop drawings, test results and other contractor submittals for conformance with the contract documents.

Consult with the City and act as the City' professional engineering representative in answering RFIs from the contractor. For purposes of this agreement it is assumed that four (4) progress meetings will be held.

Review and comment on Operation and Maintenance (O&M) manual for the project provided by contractor.

Review applications for payment for compliance with the contract documents and submit to the City with a recommendation for payment.

Conduct an inspection to determine if the pump station project is substantially complete. If it is considered substantially complete issue a certificate of substantial completion and a list of observed items requiring completion or correction to the Contractor. If the project is not considered substantially complete issue a letter to the Contractor outlining the reasons for the decision.

Using information provided by the Contractor develop record drawings. Provide the City with the drawings that comply with the City's "as-built" protocols and standards

TASK 5: CONTINGENCY ITEMS (FOR USE BY GARDNER AUTHORIZATION)

Task 501 – Design of Pump Station with Cast-In-Place Wet Well.
This contingency item is for design of a larger pump station if design flows exceed capacity of a pump station with pre-cast type wet well. Design would include a submersible type pumping station with a cast-in-place concrete wet well, a cast-in-place concrete combination valve vault, electrical equipment building with a masonry block exterior and metal roof, an above ground extraneous flow holding basin (EFHB), and an all-weather access road.

Task 502 – Additional Construction Phase Services for Pump Station with Cast-In-Place Wet Well. This contingency item is for the construction phase associated with a larger, cast-in-place concrete pump station if design flows exceed capacity of a pump station with pre-cast type wet well.

Task 503 – Full Time Construction Observation. Provide a full-time resident observer for the force main portion of the project to assure the City that the completed project will conform to the project drawings and specifications. Report to the City any work that does not conform to the project documents. The resident construction observer will be present full time during the Contractor's performance of testing.

Task 504 – Stake Easements. Perform field staking of the centerline of the proposed easement on all properties. Perform field staking of the boundary limits on approximately one half of the properties. Provide staking of the corners of the pump station site easement and the centerline of the access roadway (Approximately 100-foot intervals).

Task 505 – Attend Pre-Bid Meeting. Attend a pre-bid meeting with the City and prospective bidders approximately 14 calendar days prior to the bid opening to discuss the project requirements and bidder questions.

Task 506 – Additional Permitting Requirements. Address additional requirements for USACE Corps 404, Nationwide Permit for Utility Crossings, including perform a wetlands delineation and submit Corps PCN, if necessary. Develop floodplain development permit including “No Rise” letter.

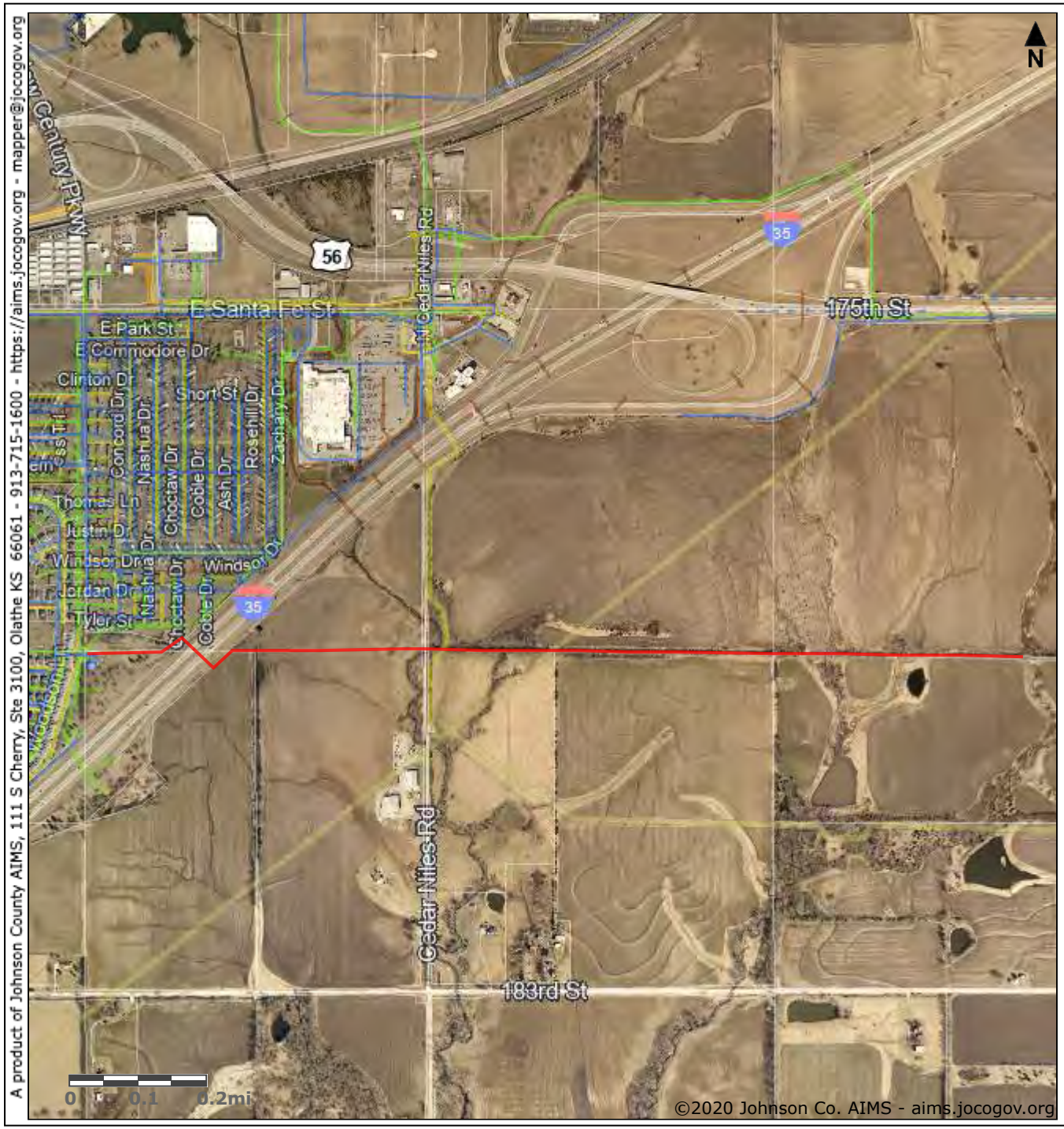
ADDITIONAL SERVICES

1. Provide engineering and easement acquisition services for the design of Phase 2 for the Prairie Trace development.
2. Provide engineering and easement acquisition services for the design of off-site gravity sewer and associated pump station and force main changes for a location near 199th Street.

3. Provide engineering services to modify the East Lift Station to accommodate the flows from the Prairie Trace development.
4. Additional meetings pertaining to land acquisitions that have not been settled during normal negotiations and are carried forward through the eminent domain process by the City. Also, any meetings/appearances including public meetings, hearings, depositions, pre-trial, or trial testimony.
5. Resolve property line disputes beyond normal property line development.

	CLASSIFICATION	PRI	SASC	PAES	DAES	SPEC	SAES	ASC	SAES	STCH	SASC	AES	SAES	DTech	Adm	SPEC	Insp3	SPLS	PLS	LS_3	SP_2	Total			
TASK	HOURLY CHARGE OUT RATE	$276	$232	$140	$126	$150	$164	$200	$164	$140	$232	$114	$164	$92	$85	$150	$105	$148	$135	$105	$183	Hours	Miles	Expenses	Total Fee
PHASE 1 PRAIRIE TRACE SANITARY IMPROVEMENTS WORK - 7,500 LF Force Main and Lift Station																									
Task 1: Project Administration & Management																									
101	Project Management Services (coordination and administration)	2	12	18																		32			$5,856
102	Monthly Invoicing and Project Status Reports		12	4																		16			$3,344
103	Subconsultant Agreements and Administration		4																			4			$928
104	Quality Control (QA/QC)	2	12				16															30			$5,960
105	Project Kickoff Meeting		2	4	2	2																10			$1,576
	Sub-Total 1. Project Management	**4**	**42**	**26**	**2**	**2**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**92**	**0**	**$0**	**$17,664**
Task 2: Data Collection, Analysis & Preliminary Design																									
201	Coordinate with KDOT		2	4																		6			$1,024
202	Review Gardner Design Standards and Requirements		2	8	8																	18			$2,592
203	Obtain Pump Station and Gravity System Data			4	4																	8			$1,064
204	Evaluate Existing PS Capacity		4	40	16																	60			$8,544
205	Calculate Design Flows		2	16																		18			$2,704
206	Review Planned Development		2	12																		14			$2,144
207	Alternative Review, Business Case Evaluation		8	20																		28			$4,656
208	Preliminary Design		4	16	8	20							4									52			$7,832
209	Site Layout			16	8	20																44			$6,248
210	Site Survey		1	1		2												2	10	40	82	138	500	$4,000	$25,812
211	Site Geotechnical Work		1	1																4	8	14	50	$14,800	$17,085
212	Pump Station Storage Evaluation		8	12	12																	32			$5,048
213	60% Preliminary Construction Drawings		8	8	8	60	6				16	20	40	32								198			$29,464
214	Memorandum of Findings	2	12	32	16		6															68			$10,816
215	Preliminary Permitting Effort (Corps 404 Waters ID, Agency Coordination)							12		16												28	35		$4,660
216	Preliminary Utility Coordination		4	8	8								4									24	70		$3,752
217	Prepare Preliminary Opinion of Probable Construction Cost		6	12	4																	22			$3,576
218	Submit 60% Prelim. Design, OPCC, & Memo of Findings		2	2		2																6			$1,044
	Sub-Total 2. Data Collection, Analysis & Preliminary Design	**2**	**66**	**212**	**92**	**104**	**12**	**12**	**0**	**16**	**16**	**20**	**48**	**32**	**0**	**0**	**0**	**2**	**10**	**44**	**90**	**778**	**655**	**$18,800**	**$138,065**
Task 3: Final Design																									
301	Meeting to Receive Comments on 60% Drawings		2	3		3																8	35	$10	$1,364
302	Acquire Easements		2	8		2												8	32			52		$23,000	$30,388
303	Develop 90% Construction Drawings		8	12	8	24	4				4	4	12	16								92			$13,624
304	Develop Specifications		8	32	12		4						12		16							84			$11,832
305	Finalize Permitting (Corps 404 NWP Internal Memo, NPDES/SWPPP)				24			4	4	16												48		$60	$6,780
306	Update OPCC		4	20																		24			$3,728
307	Submit 90% Design Documents, OPCC, Permits, Etc.			3		3																6			$870
308	Meet to Receive Comments on 90% Design		2	3																		5	35	$10	$914
309	Submit Bid Documents		2	4		4									2							12			$1,794
	Sub-Total 3. Final Design	**0**	**28**	**85**	**44**	**36**	**8**	**4**	**4**	**16**	**4**	**4**	**24**	**16**	**18**	**0**	**0**	**8**	**32**	**0**	**0**	**331**	**70**	**$23,080**	**$71,294**
Task 4: Bidding & Construction Services																									
401	Bid Assistance and Evaluation		6	12	4	2																24	35		$3,896
402	Construction Phase Assistance		28	134		28										50						240	665	$50	$37,388
	Sub-Total 4. Bidding & Construction Services	**0**	**34**	**146**	**4**	**30**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**50**	**0**	**0**	**0**	**0**	**0**	**264**	**700**	**$50**	**$41,285**
TOTAL HOURS AND FEE		**6**	**170**	**469**	**142**	**172**	**36**	**16**	**4**	**32**	**20**	**24**	**72**	**48**	**18**	**50**	**0**	**10**	**42**	**44**	**90**	**1465**	**1425**	**$41,930**	**$268,307**
Task 5: Contingency Items (For use only by Gardner Authorization)																									
501	Design of Pump Station with Cast-In-Place Wet Well		8	40	20	40	8				60	60	30	20								286	35		$44,828
502	Additional Construction Phase Services for PS w/ Cast-In-Place Wet Well		40	60												80						180	600		$30,025
503	Full-time Construction Observation for Force Main															40	316					356	1600		$40,100
504	Stake Easements																			8		8	70		$880
505	Pre-Bid Meeting		4	8																		12	35		$2,068
506	Additional 404 Permitting Requirements (Delineation and PCN)							20		4												24	35		$4,580
	Sub-Total 5. Contingency Items	0	52	108	20	40	8	20	0	4	60	60	30	20	0	120	316	0	0	8	0	866	2375		$122,482
TOTAL FEE w/ CONTINGENCY																									$390,789

Johnson Co AIMS Map



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LEGEND

AIMS Imagery: Current Imagery (2019)

Property

Water Mains

Main — Abandoned Main

Cable MainLine

Gas Mains

Sewer Mains

Stormwater Pipe

NPMS Pipe

Gas - Abandoned/Retired — Gas - In Servic

Liquid

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JOHNSON COUNTY KANSAS
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2/28/2020

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AIMS Imagery: Current Imagery (2019)

Property

Elec Ovrhd Primary

Elec Underground

Water Mains

Main

Abandoned Main

Cable MainLine

Gas Mains

Sewer Mains

Stormwater Pipe

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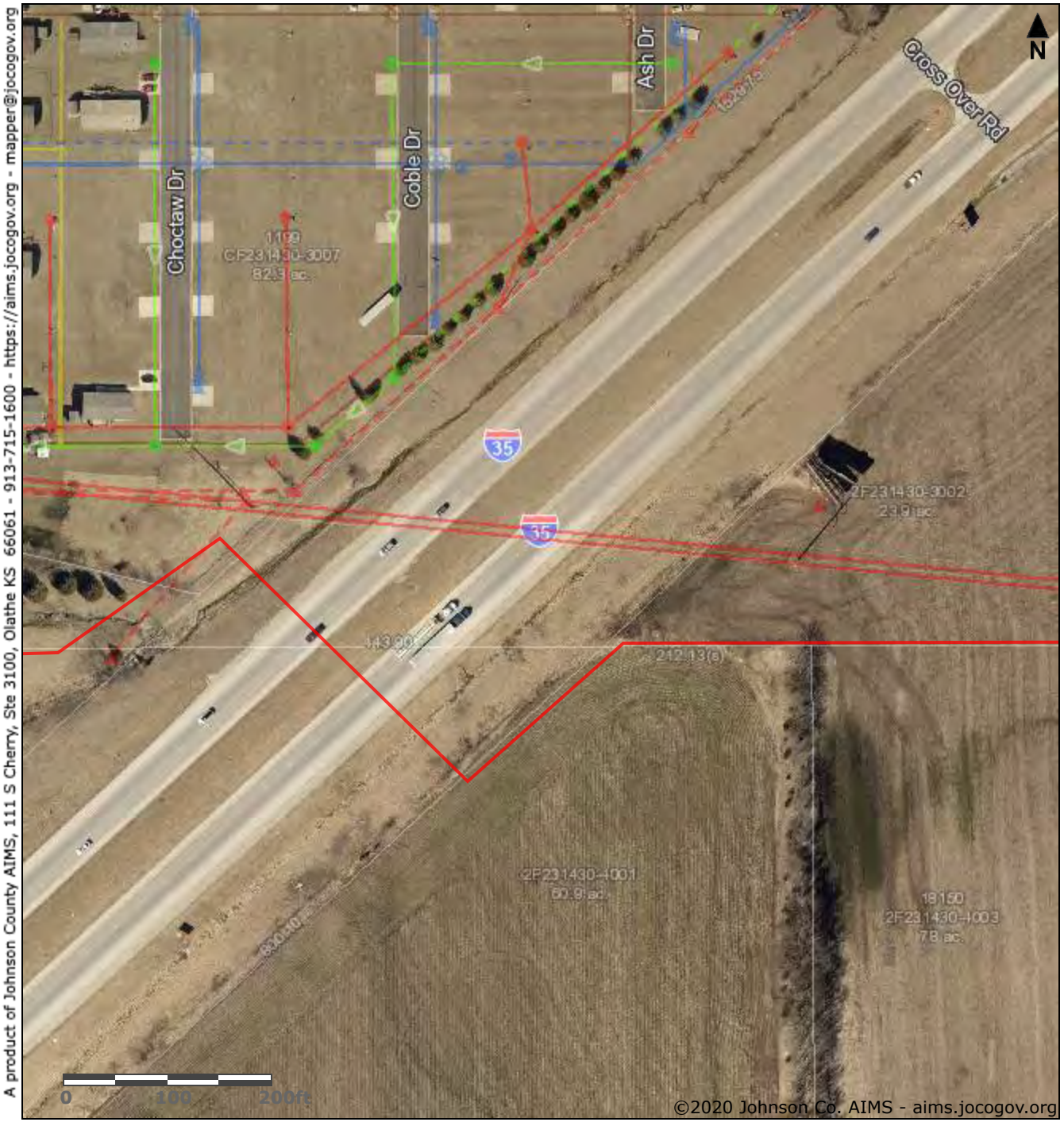

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2/28/2020

COUNCIL ACTION FORM **PLANNING & ZONING CONSENT AGENDA NO. 1**
MEETING DATE: MARCH 16, 2020
STAFF CONTACT: LARRY POWELL, BUSINESS & ECO DEV DIRECTOR

Agenda Item: Consider accepting the dedication of right-of-way and easements on final plat FP-20-01 for Frontier Commerce Park, 1st Plat

Strategic Priority: Quality of Life; Economic Development; Infrastructure & Asset Management

Department: Business & Economic Development

Planning Commission Recommendation:
After review of Application FP-20-01, a final plat for Frontier Commerce Park – 1st Plat, located on the west side of Moonlight Road approximately 240' south of Madison Street (Tax Ids CF221424-4032 and CF221424-4028) and final plat dated February 18, 2020, and staff report dated February 25, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. Preliminary plat PP-20-02 shall be approved prior to the release of the final plat FP-20-01 for recording.
2. Approval of the Traffic Impact Study by the City of Gardner Public Works Department.
3. Approval of the Stormwater Management Plan by the City of Gardner Public Works Department.
4. Provide a maintenance agreement for the shared access easements prior to the release of the plat for recording.
5. Payment of excise tax to the City.
6. Approval of the application by Johnson County Airport is completed prior to the release of the plat for recording.

and recommends the Governing Body accept dedication of right-of-way and easements.

Staff Recommendation:
Staff recommends approval of FP-20-01, a final plat for Frontier Commerce Park – 1st Plat with conditions outlined in the Recommended Motion.

Background/Description of Item:
The property was annexed in 1970 under Ordinance No. 1015. The northeast side of the original parcel was platted in 2014 for the Casey's General Store. This plat creates two developable lots, connects the two existing shared access easements between Madison Street and Moonlight Road, and provides a mid-block pedestrian connection within a sidewalk easement to facilitate a connection with the neighborhoods to the west. At their February 25, 2020 meeting, the Planning Commission approved a site plan on Lot 1 for a credit union facility.

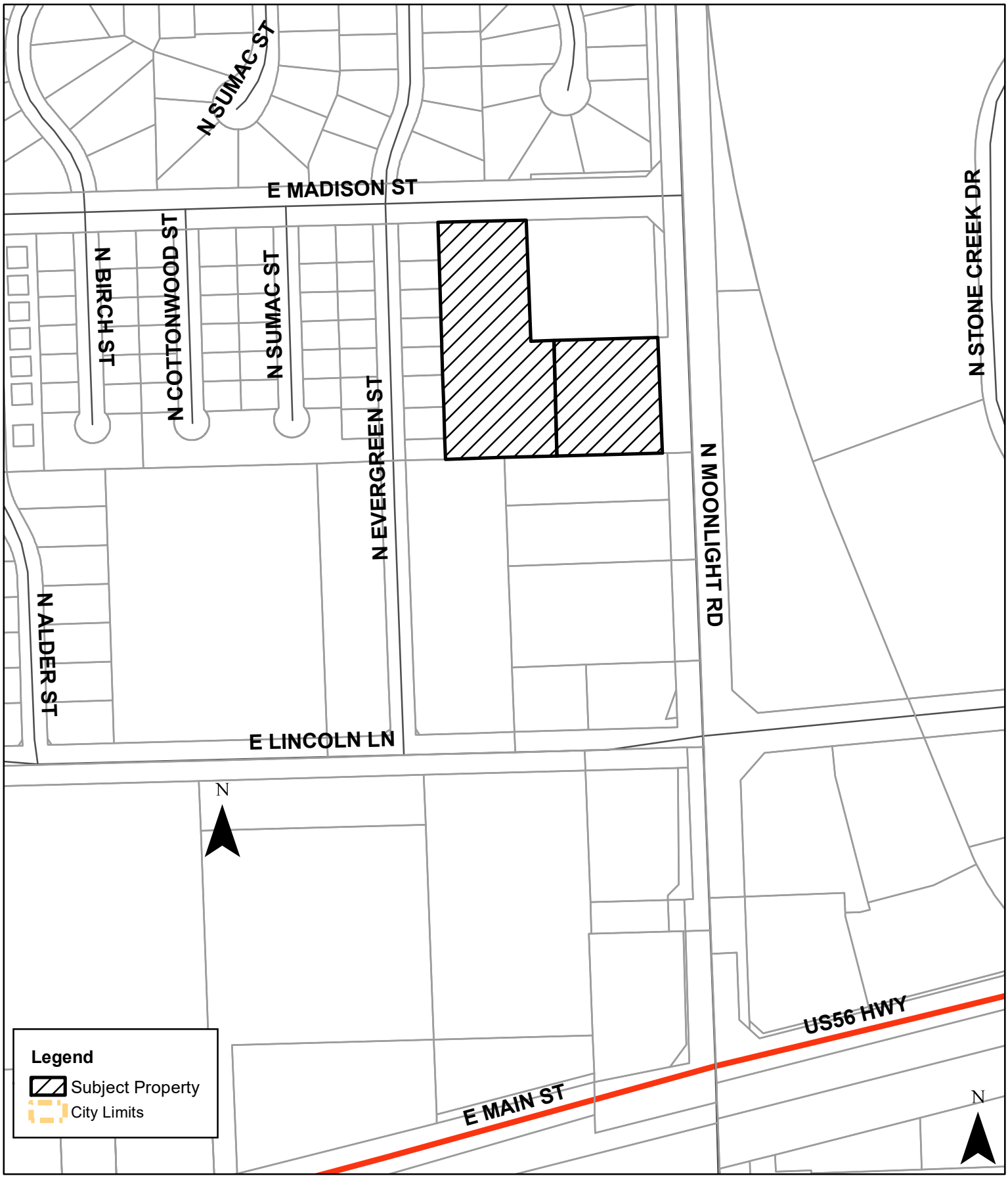
The Planning Commission considered this final plat at their February 25, 2020 meeting and voted unanimously to approve and forward the recommendation for the Governing Body to accept the dedication of right-of-way and easements. No members of the public spoke on this item.

Financial Impact:
Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax if it has not been paid. This tax is based on the square footage of the unplatted property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

The current tax rate is $0.20 per square foot of land area platted. This plat includes two lots with a total land area of 3.24 acres (~141,134.40 sq.ft.) that has not paid excise tax before. The excise tax to be paid is **$28,226.88**. This tax shall be paid prior to the Mayor signing an approved recordable plat.

Attachments included:
- Vicinity map
- Final plat document
- Excerpt of the minutes from the February 25, 2020 Planning Commission meeting
- Planning Commission packet

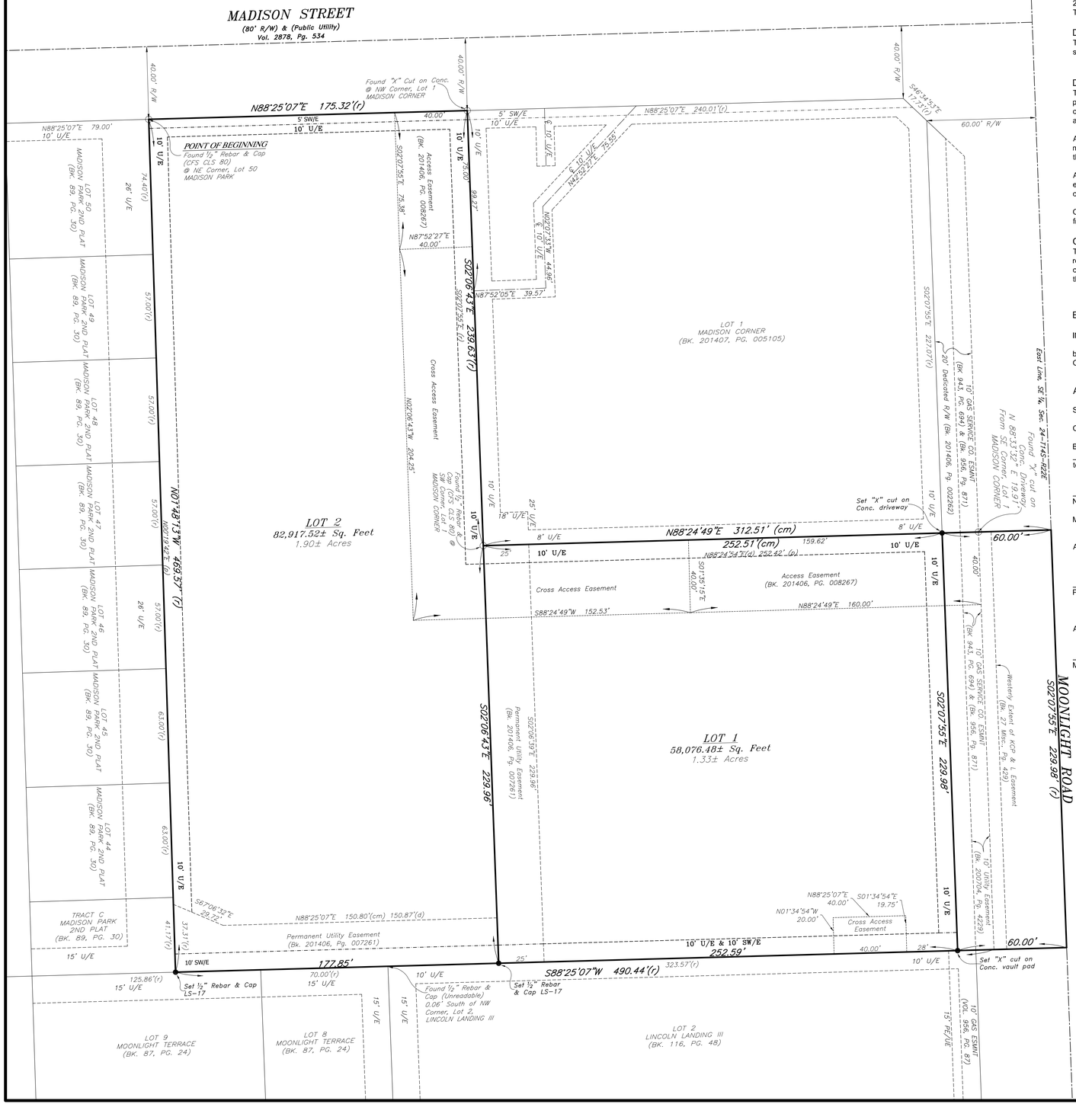
Suggested Motion:
Accept the dedication of rights-of-way and easements on the revised final plat for Frontier Commerce Park, 1st Plat.



Gardner City Council
FP-20-01 Frontier Commerce Park1st Plat
Meeting Date: March 16, 2020

Map Date: 3/2/20

FINAL PLAT OF
FRONTIER COMMERCE PARK - 1ST PLAT
PART OF THE SOUTHEAST ¼, SEC. 24-T14S-R22E
GARDNER, JOHNSON COUNTY, KS



LEGAL DESCRIPTION

All that part of the Southeast ¼ of Section 24, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, and being more particularly described as follows: BEGINNING at the Northeast corner of Lot 50, MADISON PARK 2nd PLAT, a subdivision of land recorded in Book 89 at Page 30 at the Record's and Tax Administration in Johnson County, Kansas, said point being marked by a ½" Rebar; thence North 88°25'47" East, along the South right of way line of Madison Street, as previously established in Volume 2878 at Page 534, a distance of 175.32 feet to the Northwest corner of Lot 1, MADISON CORNER, a subdivision of land recorded Book 201407 at Page 005105; thence South 02°06'43" West (S02°07'55"E - Plat), along the West line of said Lot 1, a distance of 239.63 feet to the Southwest corner of said Lot 1; thence North 88°24'49" East, along the South line of said Lot 1, a distance of 312.51 feet to a point on the East line of said Southeast ¼; thence South 02°07'55" East, along the East line of said Southeast ¼, a distance of 229.98 feet to the Northeast corner of LINCOLN LANDING III, a subdivision of land recorded in Book 116 at Page 48; thence South 88°25'07" West, N89°27'41"W - Plat) along the North line of said LINCOLN LANDING III and along the North line MOONLIGHT TERRACE, a subdivision of land recorded in Book 87 at Page 24 and it's North line having a platted bearing of North 89°27'49"W, a distance of 490.44 feet to the Southeast corner of said MADISON PARK 2ND PLAT; thence North 01°48'13" West (N00°19'42"E - Plat), along the East line of said MADISON PARK 2ND PLAT, a distance of 469.57 feet to the POINT OF BEGINNING.
The above described tract of land contains 3.55 acres and subject to all easements, restrictions, reservations, covenants, conditions and right of ways of record.

DEDICATION:

The undersigned proprietor(s) of said property of the above described tract of land have caused the same to be subdivided in the manner shown on the accompanying plat and the subdivision shall hereafter be known as:

FRONTIER COMMERCE PARK - 1ST PLAT

DEDICATION:

The undersigned proprietor(s) of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, avenues, lanes and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, wires, conduits, ducts or cables heretofore installed proposed improvements as now set forth, the undersigned proprietor(s) hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement of license is hereby granted to the City of Gardner, Johnson County, Kansas, to enter upon, locate, construct, and maintain or authorize the location, construction, maintenance and use of conduits, water, gas, sewer, pipes, poles, wires, surface drainage facilities, ducts, cables, etc., upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E".

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CONSENT TO LEVY:

The undersigned proprietor(s) of the above tract of land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

EXECUTION:

IN TESTIMONY WHEREOF, _____, has caused this instrument to be executed on this _____, day of _____, 2020.

by: _____
OWNER:

ACKNOWLEDGMENT:

STATE OF _____)
)SS:
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2020, before me, a notary public in and for said County and State, came _____; to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notorial seal the day and year above written.

_____
Notary Public

My Appointment Expires: _____

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas on this _____ day of _____, 2020.

_____
PC CHAIRPERSON: Scott Boden

APPROVED BY: by the Governing Body of the City of Gardner, Johnson County, Kansas on this _____ day of _____, 2020.

_____ Attest: _____
MAYOR: Steve Shute City Clerk: Sharon Rose

SURVEYOR'S GENERAL NOTES:

1). This survey is based upon the following information provided by the client or researched by this surveyor.
(A). MADISON CORNER, recorded in Book 201407 at Page 005105.
(B). MADISON PARK 2ND PLAT, recorded in Book 89 at Page. 30.
(C). LINCOLN LANDING III, recorded in Book 116 at Page 47.
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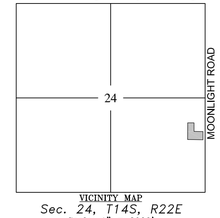
2). This survey meets or exceeds the accuracy standards of a (URBAN) Property Boundary Survey as defined by the Missouri Standards for Property Boundary Surveys.

3). The Title report was furnished by Chicago Title Insurance Company, Commitment No. 191834, Commitment Date: July 29, 2019 @ 8:00 A.M.

4). The subject property surveyed lies within a Flood Zone designated Zone (X), defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Management Agency for the City of Gardner, KS, Community No. 200164, Johnson County, Kansas, Map No. 20091C0105G, and dated: August 3, 2009.

5). Area of road Right of Way for Moonlight Road to be dedicated by this plat = 13,798.92 Sq. Feet.



VICINITY MAP
Sec. 24, T14S, R22E
Scale: 1" = 2000'

N
W E
S
0 30 60
Scale: 1:=30' (U.S. Survey Feet)

BASIS OF BEARING:
Bearings shown hereon are based upon the Kansas State Plane Coordinate System, 1983, (NSRS 2011 Adjustment)

LEGEND

● = Set Monument (As Noted)
○ = Found Monument (As Noted)
U/E = Utility Easement
BL = Building Setback Line
SW/E = Sidewalk Easement
(r) = Record Measurement
(cm) = Calculated from measurements
(p) = Plotted measurement
(d) = Deeded measurement

CERTIFICATION

I hereby certify on this _____ day of_____, 2020, that a survey was made by me or under my direct supervision and that said survey meets or exceeds the current "Kansas Minimum Standards for Boundary Surveys" pursuant to K.A.R 66-12-1.

_____ Date: _____

Kirk R. Baldwin, KSLS 1365
Anderson Engineering, Inc LS-17
941 W. 141st Terr, Suite A
Kansas City, MO 64145
(816) 777-0400

Closure Error Distance> 0.0010 Error Bearing> N 17°35'25" W
Closure Precision> 1 in 1910604.2

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145• PHONE (816) 777-0400
KANSAS CERTIFICATE OF AUTHORITY LS-17

DRAWING INFO.

DRAWN BY:	JKP
CHECK BY:	KRB
LICENSE NO.	LS-17
DATE:	1-10-2020
FIELD BOOK:	
JOB NUMBER:	20KC1001

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	STAFF COMMENTS 2020-01-24	01-30	KRB
2	STAFF COMMENTS 2020-02-11	02-11	KRB

© COPYRIGHT ANDERSON ENGINEERING, INC, 2020

FRONTIER COMMERCE PARK - 1ST PLAT
PART OF THE SOUTHEAST ¼, SEC. 24-T14S-R22E
GARDNER, JOHNSON COUNTY, KS

SHEET NUMBER

1 OF 1

Feb 13, 2020 – 11:48am Plotted By: KCENG6 Z:\Engineering Design\Projects\2020\20KC10001 Frontier Credit Union\02 SURVEY\DRAWINGS\20KC10001FP.dwg Layout: FRONTIER COMMERCE PARK – 1ST PLAT

EXCERPT OF PLANNING COMMISSION MEETING MINUTES
CITY OF GARDNER, KANSAS
Tuesday, February 25, 2020

CALL TO ORDER

The meeting of the Gardner Planning Commission was called to order at 7:00 p.m. on Tuesday, February 25, 2020, by Chairman Scott Boden.

PLEDGE OF ALLEGIANCE

Chairman Boden led the Pledge of Allegiance.

ROLL CALL

Commissioners present:
Chairman Boden
Commissioner Deaton
Commissioner Ford
Commissioner Hansen
Commissioner McNeer
Commissioner Meder
Commissioner Simmons-Lee

Staff members present:
Larry Powell, Director, Business & Economic Development
Kelly Drake Woodward, Chief Planner
Michelle Leininger, Principal Planner
Robert Case, Planner
Kristie Hatley, Planning Technician
Ryan Denk, City Attorney

There were twelve members of the public in attendance.

REGULAR AGENDA

2. **FRONTIER COMMUNITY CREDIT UNION**
   Located southwest of the intersection of Madison Street and Moonlight Road
   a. **PP-20-02**: Consider a preliminary plat for a 2 lot, 3.23 acre commercial subdivision.
   b. **FP-20-01**: Consider a final plat for a 2 lot, 3.23 acres commercial subdivision.
   c. **SP-20-01**: Consider a site plan for the Frontier Community Credit Union.

Mr. Robert Case, Planner, presented **PP-20-02** and **FP-20-01** together with separate Commission discussions and actions. Located at Madison Street and Moonlight Road,

DRAFT

the northeast corner of the original parcel was platted in 2014 for the Casey's General Store with the rest of the property remaining un-platted. The Comprehensive Plan has identified this area as community mixed use, which complies with the proposed use of the site.

Community Mixed-Use areas are intended to provide retail and professional services for the everyday needs of the people residing or working in the community. These areas are developed with a focus on pedestrian safety and connectivity and support of alternative transportation options. Vehicular circulation and connectivity is accommodated in a less visually prominent pattern, minimizing the number of access drives. Properties directly adjacent to the development are primarily low and medium density residential and community mixed-use to both the south and east.

The preliminary plat has two lots being subdivided from the parent parcel. Access from Lot 1 will be from an existing drive onto Moonlight Road and access to Lot 2 will be from an existing drive onto Madison Street. The layout and design of the final plat is in substantial compliance with the preliminary plat and the Land Development Code. Staff has found these plats consistent with the established goals and policies of the City and recommends approval with the conditions found in the motion.

Ms. Kisha Nickell, Principle Design Studio, stated she was available to answer questions.

COMMISSION DISCUSSION – PRELIMINARY PLAT

The Planning Commission discussed an additional condition of approval for the motion regarding a required maintenance agreement that was mentioned in the staff report.

Motion made after review of Application PP-20-02, a preliminary plat for Frontier Commerce Park – 1st Plat, located on the west side of Moonlight Road, approximately 240' south of Madison Street, (Tax Ids CF221424-4032 and CF221424-4028) and preliminary plat dated February 18, 2020, and staff report dated February 25, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Approval of the Traffic Impact Study and Stormwater Management Plan by the City of Gardner Public Works Department prior to the release of the plat for recording.**
2. **Provide a maintenance agreement for the shared access easements prior to the release of the plat for recording.**
3. **Review and approval at the Johnson County Airport Commission and Board of County Commission shall be completed prior to the issuance of a building permit.**

Motion made by Simmons-Lee and seconded by Ford.

Motion passed 7-0.

Mr. Case stated that three of the conditions on the final plat including the Traffic Impact Study, Stormwater Management Plan and maintenance agreement were received by the City after the staff report was sent to the Planning Commission.

COMMISSION DISCUSSION – FINAL PLAT

No discussed ensued.

Motion made after review of Application FP-20-01, a final plat for Frontier Commerce Park – 1st Plat, located on the west side of Moonlight Road approximately 240' south of Madison Street (Tax Ids CF221424-4032 and CF221424-4028) and final plat dated February 18, 2020, and staff report dated February 25, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:

1. **Preliminary plat PP-20-02 shall be approved prior to the release of the final plat FP-20-01 for recording.**
2. **Approval of the Traffic Impact Study by the City of Gardner Public Works Department.**
3. **Approval of the Stormwater Management Plan by the City of Gardner Public Works Department.**
4. **Provide a maintenance agreement for the shared access easements prior to the release of the plat for recording.**
5. **Payment of excise tax to the City.**
6. **Approval of the application by Johnson County Airport is completed prior to the release of the plat for recording.**

and recommends the Governing Body accept dedication of right-of-way and easements.

Motion made by McNeer and seconded by Ford.

Motion passed 7-0.

PLANNING COMMISSION STAFF REPORT **NEW BUSINESS ITEM NO. 3B**
MEETING DATE: FEBRUARY 25, 2020
PREPARED BY: ROBERT CASE, PLANNER

PROJECT NUMBER / TITLE: FP-20-01: Final Plat for Frontier Commerce Park, 1st Plat

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PROCESS INFORMATION

Type of Request: Final Plat
Date Received: January 10, 2020

APPLICATION INFORMATION

Applicant: Jim Long P.E., Anderson Engineering
Owner: Frontier Community Credit Union, Michael Augustine
Parcel ID: CF221424-4032 and CF221424-4028
Location: On the West side of Moonlight Road approximately 240' south of Madison Street

REQUESTED ACTION

The applicant requests approval of a final plat for a 2 lot commercial project containing 3.24 acres.

EXISTING ZONING AND LAND USE

The subject properties are currently vacant and unplatted parcels of land zoned C-2 (General Business) District.

SURROUNDING ZONING AND LAND USE

Zoning	Use(s)
North of subject property	
R-1 (Single Family Residential) District	Single Family Housing
C-2 (General Business)	Convenience Store
East of subject property	
CP-2 (Planned General Business) District	Multi-tenant Commercial Center
South of subject property	
C-3 (Commercial) District	Equipment Rental Store
West of subject property	
RP-3 (Planned Garden Apartment) District	Single and Multi-Family Housing

EXISTING CONDITIONS

These two parcels are vacant and surrounded by both residential and commercial uses. The residential to the north and west are single-family and apartments. To the south and east are both commercial stores.

BACKGROUND / HISTORY

The property was annexed in 1970 under ordinance number 1015. The northeast side of the original parcel was platted in 2014 for the Casey's General Store.

CONSISTENCY WITH COMPREHENSIVE PLAN

The existing land use is consistent with the Land Use Plan map of the *Gardner Comprehensive Plan* (specifically the *Gardner Main Street Corridor Plan*, adopted as part of the Comprehensive Plan) that designates this property for Community Mixed Use described as follows: *Community Mixed Use areas are intended to provide retail and professional services for the everyday needs of the people residing or working in the community. Uses should be limited to those that meet the needs of residents such as civic uses, grocery and retail stores, restaurants, hotels, professional services, and entertainment venues, as well as office and medical commercial uses. Community mixed uses can be located in stand-alone structures, or as part of a small shopping center with multiple uses, and may include complementary residential development that provides opportunities for housing near jobs and essential goods and services. These areas are developed with a focus on pedestrian safety and connectivity and support of alternative transportation options. Vehicular circulation and connectivity is accommodated in a less visually prominent pattern, minimizing the number of access drives and screening parking areas from the public space.*

STAFF ANALYSIS

FINAL PLAT

17.03.020 (E1) Review Criteria:

a. The layout and design of the final plat is in substantial compliance with the approved preliminary plat considering the number of lots or parcels; the block layout, street designs

and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.

***Staff Comment**: The final plat is in substantial compliance with the approved preliminary plat.*

b. The construction plans for any utilities, infrastructure or public facilities shall have been found to meet all technical specifications, or final plat approval shall be conditioned on such plans meeting all technical specifications, before the recording of the final plat.

***Staff Comment:** Public improvement plans shall be submitted and approved prior to the release of the final plat for recording at the County (this is a recommended condition of approval).*

c. The phasing and timing of public improvements ensures construction and performance guarantees.

***Staff Comment:** Public improvement plans,* the Traffic Impact Study and Stormwater Management Plan shall be submitted and approved prior to the release of the final plat for recording and issuance of building permits to ensure all improvements are in place.

d. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the Comprehensive Plan and the purposes and intent of this Code.

***Staff Comment**: There are no deviations being requested on the final plat.*

e. The recommendations of professional staff, or any other public entity asked to officially review the plat.

***Staff Comment**: Staff recommends approval of the project with the conditions outlined below. The final plat meets all the applicable standards of the Land Development Code with exception to the approval of the stormwater and traffic studies. Staff recommends approval of the final plat for Frontier Commerce Park – 1st Plat with conditions to obtain approval of these documents.*

This application is within the joint review for the impact area of the New Century AirCenter and therefore will go before the Airport Commission on March 25th and the Board of County Commissioners in March.

EXCISE TAX

Excise tax is levied with the act of platting the portion of the property in the city. Any of the subject property that has never been a part of a final plat before is therefore subject to paying the excise tax. This tax is based on the square footage of the plat property, excluding any arterial type right-of-way dedication for streets and parkland dedication.

The current tax rate is $0.20 per square foot of land area platted. This plat includes 3.24 acres (141,134.4 sq.ft.) that has not paid excise tax before. Therefore the excise tax shall total **$28,226.88**. This tax shall be paid prior to the Mayor signing an approved recordable plat.

STAFF ANALYSIS – INFRASTRUCTURE / OTHER

WATER, SANITARY SEWER, STORMWATER, ELECTRIC, GAS –

Existing utilities are located either within and adjacent to the site.

ROADWAY NETWORK, VEHICULAR ACCESS –

There are no new points of access being proposed for this site. Access off of Moonlight Road will be through an existing drive that will provide access throughout the development. An existing access point onto Madison Street will provide secondary ingress/egress throughout the site as well. A cross-access easement is being provided to connect the property to the south to limit the amount of curb cuts onto Moonlight and provide a more efficient means of movement of vehicular traffic along the west side of the street.

SIDEWALKS –

An existing 10' trail is located along the west side of Moonlight Road along with a 5' sidewalk extending along the south side of Madison Street. As mentioned before, another 5' sidewalk is being proposed along the entire south property line to provide for access to the residential development west.

ATTACHMENTS

I. Final Plat
II. Application

ACTIONS

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

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

EFFECT OF DECISION

Final Plat – If the Planning Commission approves or conditionally approves the final plat, the plat shall be forwarded to the Governing Body with a recommendation that they accept dedication of land for public purposes such as easements, rights-of-way and public facilities. The approval of the final plat; acceptance of the dedication of land for public purposes; finding that the construction plans for any utilities, infrastructure or public facilities meet all City technical specifications; and payment of the excise tax if applicable, authorizes the filing of the plat with the Johnson County Records and Tax Administration. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat. Any plat not recorded within two years from the date of acceptance of land by the Governing Body shall be null and void. Upon approval of the final plat, dedications, and construction plans and recording of the plat, the applicant may proceed with the construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.

RECOMMENDATION

Staff recommends approval of FP-20-01, a final plat for Frontier Commerce Park – 1st Plat subject to the following conditions:

1. Preliminary plat PP-20-02 shall be approved prior to the release of the final plat FP-20-01 for recording.
2. Approval of the Traffic Impact Study by the City of Gardner Public Works Department.
3. Approval of the Stormwater Management Plan by the City of Gardner Public Works Department.
4. Provide a maintenance agreement for the shared access easements prior to the release of the plat for recording.
5. Payment of excise tax to the City.
6. Approval of the application by Johnson County Airport Commission and the Johnson County Board of County Commissioners is completed prior to the release of the plat for recording.

Recommended Motion:

After review of Application FP-20-02, a preliminary plat for Frontier Commerce Park – 1st Plat, located on the west side of Moonlight Road approximately 240' south of Madison Street (Tax Ids CF221424-4032 and CF221424-4028) and final plat dated February 25, 2020, and staff report dated February 18, 2020, the Planning Commission approves the application as proposed, provided the following conditions are met:

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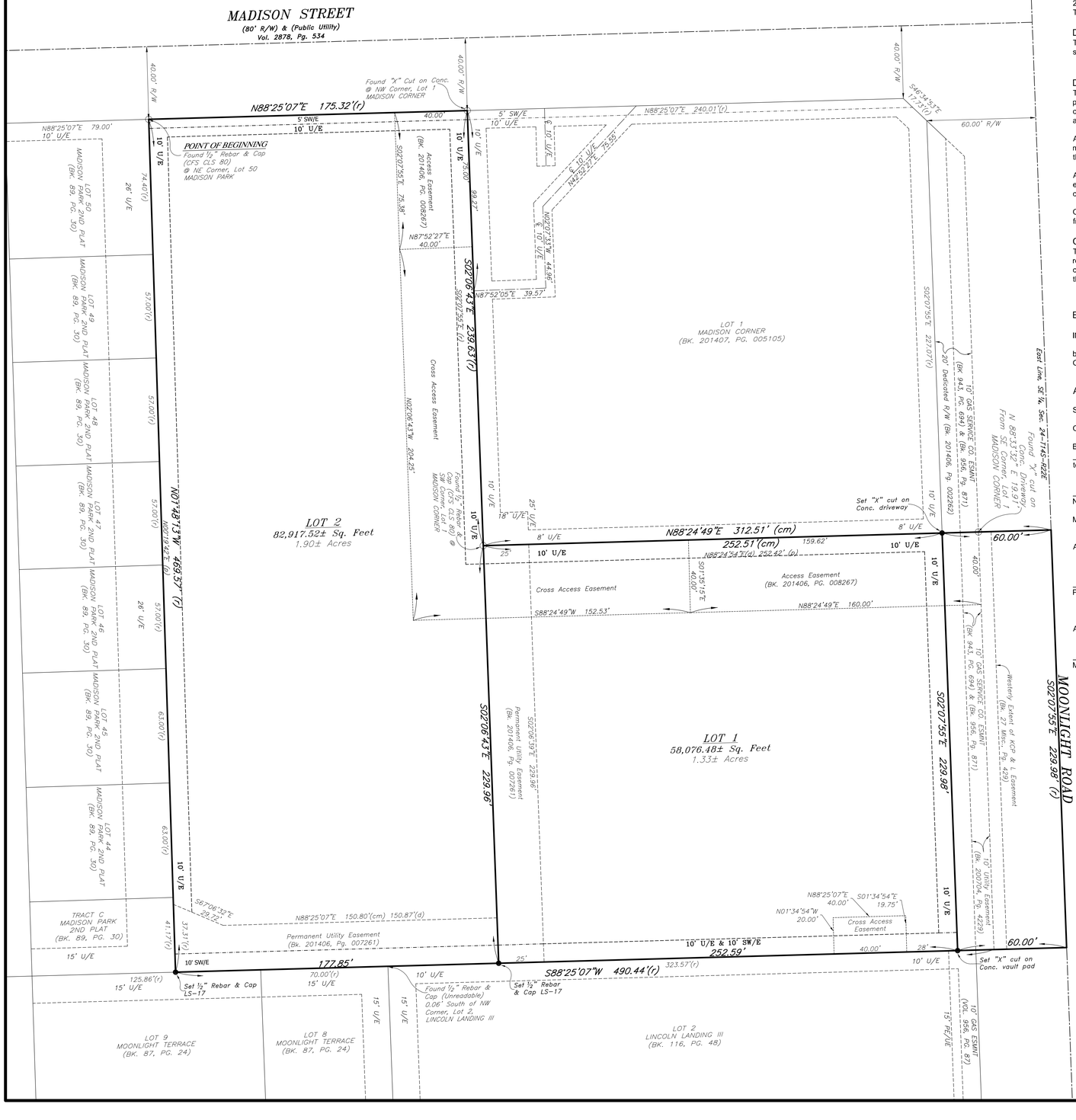
FINAL PLAT OF
FRONTIER COMMERCE PARK - 1ST PLAT
PART OF THE SOUTHEAST ¼, SEC. 24-T14S-R22E
GARDNER, JOHNSON COUNTY, KS



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The above described tract of land contains 3.55 acres and subject to all easements, restrictions, reservations, covenants, conditions and right of ways of record.

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The undersigned proprietor(s) of said property shown on this plat do hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, avenues, lanes and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, wires, conduits, ducts or cables heretofore installed proposed improvements as now set forth, the undersigned proprietor(s) hereby absolve and agree to indemnify the City of Gardner from any expense incident to the relocation of any such existing utility installations within said prior easement.

An easement of license is hereby granted to the City of Gardner, Johnson County, Kansas, to enter upon, locate, construct, and maintain or authorize the location, construction, maintenance and use of conduits, water, gas, sewer, pipes, poles, wires, surface drainage facilities, ducts, cables, etc., upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E".

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CONSENT TO LEVY:

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EXECUTION:

IN TESTIMONY WHEREOF, _____, has caused this instrument to be executed on this _____, day of _____, 2020.

by: _____
OWNER:

ACKNOWLEDGMENT:

STATE OF _____)
)SS:
COUNTY OF _____)

Be it remembered that on this _____ day of _____, 2020, before me, a notary public in and for said County and State, came _____; to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notorial seal the day and year above written.

_____
Notary Public

My Appointment Expires: _____

APPROVED BY: the Planning Commission of the City of Gardner, Johnson County, Kansas on this _____ day of _____, 2020.

_____
PC CHAIRPERSON: Scott Boden

APPROVED BY: by the Governing Body of the City of Gardner, Johnson County, Kansas on this _____ day of _____, 2020.

_____ Attest: _____
MAYOR: Steve Shute City Clerk: Sharon Rose

SURVEYOR'S GENERAL NOTES:

1). This survey is based upon the following information provided by the client or researched by this surveyor.
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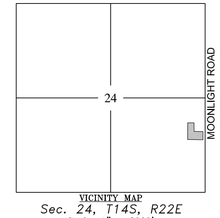
4). The subject property surveyed lies within a Flood Zone designated Zone (X), defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map, prepared by the Federal Emergency Management Agency for the City of Gardner, KS, Community No. 200164, Johnson County, Kansas, Map No. 20091C0105G, and dated: August 3, 2009.

5). Area of road Right of Way for Moonlight Road to be dedicated by this plat = 13,798.92 Sq. Feet.



VICINITY MAP
Sec. 24, T14S, R22E
Scale: 1" = 2000'

N
W E
S
0 30 60
Scale: 1:=30' (U.S. Survey Feet)

BASIS OF BEARING:
Bearings shown hereon are based upon the Kansas State Plane Coordinate System, 1983, (NSRS 2011 Adjustment)

LEGEND

● = Set Monument (As Noted)
○ = Found Monument (As Noted)
U/E = Utility Easement
BL = Building Setback Line
SW/E = Sidewalk Easement
(r) = Record Measurement
(cm) = Calculated from measurements
(p) = Plotted measurement
(d) = Deeded measurement

CERTIFICATION

I hereby certify on this _____ day of_____, 2020, that a survey was made by me or under my direct supervision and that said survey meets or exceeds the current "Kansas Minimum Standards for Boundary Surveys" pursuant to K.A.R 66-12-1.

_____ Date: _____

Kirk R. Baldwin, KSLS 1365
Anderson Engineering, Inc LS-17
941 W. 141st Terr, Suite A
Kansas City, MO 64145
(816) 777-0400

Closure Error Distance> 0.0010 Error Bearing> N 17°35'25" W
Closure Precision> 1 in 1910604.2

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
941 W 141ST TERR, STE A • KANSAS CITY, MO 64145• PHONE (816) 777-0400
KANSAS CERTIFICATE OF AUTHORITY LS-17

DRAWING INFO.

DRAWN BY:	JKP
CHECK BY:	KRB
LICENSE NO.	LS-17
DATE:	1-10-2020
FIELD BOOK:	
JOB NUMBER:	20KC1001

REVISIONS

NO.	DESCRIPTION	DATE	BY
1	STAFF COMMENTS 2020-01-24	01-30	KRB
2	STAFF COMMENTS 2020-02-11	02-11	KRB

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FRONTIER COMMERCE PARK - 1ST PLAT
PART OF THE SOUTHEAST ¼, SEC. 24-T14S-R22E
GARDNER, JOHNSON COUNTY, KS

SHEET NUMBER

1 OF 1

Feb 13, 2020 – 11:48am Plotted By: KCENG6 Z:\Engineering Design\Projects\2020\20KC10001 Frontier Credit Union\02 SURVEY\DRAWINGS\20KC10001FP.dwg Layout: FRONTIER COMMERCE PARK – 1ST PLAT

GARDNER KANSAS

RECEIVED JAN 10 2020 By

Business & Economic Development
Planning Division
120 E. Main St. Gardner, KS 66030
P: 913.856.0913 | F: 913.856.4562
www.gardnerkansas.gov

FINAL PLAT APPLICATION

Pre-App Date _____
Fee $264
File No. FP-20-01

OWNER INFORMATION

Name(s) Frontier Community Credit Union

Contact Michael Augustine

Address 690 Eisenhower Road

City Leavenworth State KS Zip 66048

Phone 913.651.6575 Email maugustine@frontierccu.org

APPLICANT/AGENT INFORMATION

Name(s) Anderson Engineering

Contact Jim Long, P.E.

Address 941 W 141st Terrace, Suite A

City Kansas City State MO Zip 64145

Phone 816.777.0400 Email jlong@andersonengineeringinc.com

SITE INFORMATION

Property Address/Location Southwest Corner of E. Madison St. and Moonlight Rd. (south and west of Casey's)

Legal Description (Attach If Necessary) See Attached

Number of Existing Lots 2 Tracts Number of Proposed Lots 2

Total Site Area 3.24 ac. Present Zoning C-2

Number of Existing Structures 0 Present Land Use Vacant

Proposed Street Design Type(s) & Class N/A

Proposed Type(s) Open & Civic Space

Proposed Frontage Type(s)

Proposed Building Types(s)

SIGNATURE

I/We, the undersigned am/are the **(owner(s))**, **(duly authorized agent)**, **(Circle One)** of the aforementioned property. By execution of my/our signature, I/we do ~~hereby officially~~ apply for final plat as indicated above.

Signature(s): _____ Date 1/10/2020

Jim Long Date _____

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FINAL PLAT
APPLICATION CHECKLIST

APPLICATION SUBMITTAL REQUIREMENTS

	Yes	No	
	X		1. **Complete application packet**
	X		2. **Application fee**
	X		3. **10 full sized plans printed and folded**
	X		4. **Digital copies (PDF) of the completed application, plans, and legal description**
N/A			5. **1 copy of existing covenants and restrictions** applicable to the development, if any (reference book and page).
N/A			6. **Letter of intent** as to whether a Homeowners Association will be created and if any covenants and restrictions are proposed by the subdivider, if not submitted with the Preliminary Plat. Covenants and restrictions, as well as evidence of the establishment of the agency for the ownership and maintenance of any common space, shall be submitted to the City for review and approval prior to recording of the plat.
N/A			7. **Final Floodplain modeling** using HEC-RAS model provided by the City if encroachment is proposed within a FEMA or Shaded Zone X 100-year floodplain. (Contact City Engineer to obtain model and requirements).
	X		8. **Final Stormwater Management Plan** (2 printed and 1 digital copy)
N/A			9. **Final Traffic Impact Study** (TIS) as required by the Access Management Code. (2 printed and 1 digital copy)
N/A			10. **Development Agreement,** if required
N/A			11. **Street tree plan**

FINAL PLAT DOCUMENT REQUIREMENTS

	X		1. **Name of subdivision** (unique and numerically consistent and the words "FINAL PLAT," prominently displayed as the title.)
	X		2. **Names, addresses, and phone numbers** of all companies, firms, or individuals involved in the preparation of the plat (i.e. property owner, engineer, surveyor, etc.).
	X		3. **Date of preparation** and/or revisions.
	X		4. **Vicinity map** (drawn at a scale of 1"=2,000', locating the proposed subdivision in relation to the section of land, including township and range, section street names, and a north arrow.)
	X		5. **A legal boundary description** with angular bearings and linear distances, referenced to section or quarter-section corners, Point of Commencing and/or Point of Beginning, and the overall area of the plat in acres.

Yes	No	
X		6. **Provide the following sentence after the Legal Description** "The undersigned proprietors of the above described tract of land have caused the same to be subdivided in the accompanying plat, which subdivision and plat shall hereafter be known as "Plat Name".
X		7. **Location of monuments,** shown in reference to existing official monuments or the nearest established ¼ section corner, including the bearings and distances to such reference points or monuments.
X		8. **Boundary lines** of the subdivision shall be enclosed with one continuous bold line, showing approximate dimensions (bearings and distances).
X		9. **Accurate dimensions for all lines, angles, and curves**, used to describe boundaries, streets, easements and areas to be reserved for public use. Data for all curves shall include radius, arc length, chord length, and central angle.
X		10. **Platted and unplatted land** adjacent to the plat boundary. Include identification of adjacent platted subdivisions and unplatted tracts with external bearings and distances of adjacent plats and property owners for a distance of not less than 400 feet. Include original plat names if replatted. Exterior dimensions shall coincide with adjoining plats unless differences are noted
X		11. **Blocks, lots and tracts** identified clearly, with blocks numbered or lettered boldly and clearly in the center of the block, and lot dimensions with bearings and distances, and area in square feet.
N/A		12. **Note on plat** indicating intended ownership, purpose, and maintenance responsibilities for any parcels labeled as tracts.
X		13. **Existing and proposed easements** with dimensions. Existing easements shall be labeled with book and page number.
X		14. **Any area within a federally designated floodplain.** Location, stations, and elevations of the 100-year floodplain within the plat and 100-year elevations at rear lot corners adjacent to FEMA and Shaded Zone X floodplains. The source of the floodplain information shall be clearly labeled (example: FIRM, Map #20091C0041D, September 27, 1991).
N/A		15. **Stream corridor boundary** and dimensions.
N/A		16. **Proposed street right-of-way with dimensions** which conform to the applicable minimum design standards set forth in the Land Development Code and Technical Specifications.
		17. **Endorsement of the Planning Commission** as evidenced by the signature of its Chairperson. Endorsement line shall contain the printed name of the Chairperson and their title.
		18. **Acceptance of Dedication by the Governing Body**, as indicated by the signature of the Mayor and attested by the City Clerk. The Endorsement Line shall contain the printed name and title of the person signing.
		19. **Signature of Owner**, properly attested.

	Yes	No	
	☐	☐	20. **A dated signature and seal of the licensed Land Surveyor responsible for the survey and a note** stating: "This survey conforms to the Kansas Minimum Standards for Boundary Surveys."
N/A	☐	☐	21. **Copies of all pertinent exception documents**, or a copy of a current American Land Title Association (ALTA) survey, or both.
	☐	☐	22. **Calculation documents** containing the following data: coordinates of the plat boundary and the unadjusted error of closure of the field traverse that established the plat.
	☐	☐	23. **A statement on the plat concerning prior easement rights** as follows: The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City from any expense incident to the relocation of any such existing utility installations within said prior easement.
	☐	☐	24. **A statement on the plat concerning utility easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E" is hereby granted to the City with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes. Utility easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of public utilities located within the easement.
	☐	☐	25. **A statement on the plat concerning drainage easements** as follows: An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and through those areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City. Drainage easements shall be kept clear of obstructions that impair the strength or interfere with the use and/or maintenance of storm drainage facilities.
N/A	☐	☐	26. **Certification of dedication of all streets, highways and other rights-of-way or parcels for public park or other public use**, signed by the owners and all other parties who have a mortgage or lien interest in the property.

GARDNER KANSAS

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Written explanations for any items not checked or checked "No" (attach additional sheets, if necessary):

Items not checked pertain to signatures which will be provided prior to recording the plat and easements that will be updated as the site is fully designed.

I hereby submit all information required for final plat review. I understand that failure to provide the required information may result in a postponement of my request for review until all information has been submitted. By signing this application, I acknowledge that all public streets and public infrastructure within the plat shall conform to the applicable minimum design standards set forth in the Gardner Municipal Code and the Technical Specifications.

Signature of Applicant

1/10/2020
Date

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: MARCH 16, 2020
STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER
MATT WOLFF, FINANCE DIRECTOR

Agenda Item: Consider approving the City's contribution to health insurance premiums for the 2019-2020 plan year

Strategic Priority: Fiscal Stewardship

Department: Administration – Human Resources
Finance Department

Staff Recommendation:
Staff recommends the City's continued contribution to employees' health insurance premiums of 100% to the high deductible health plan (HDHP) *CF 1500 Single* and an amount equal to 82% of the *HDHP CF 1500* for *Tier II and Family,* equating to $536.32 for *Single*, $1,020.30 for *Tier II*, and $1,209.42 for *Family*; and continue to fund employees' Health Savings Accounts (H.S.A.'s) "up front" at $1,500 for *Single* and $3,000 for *Tier II* and *Family*; and continue the City's contributions to the *OAP* (PPO) plan and *INO 1 and INO 2* (similar to HMO) plans to an amount equivalent to 80% of the premiums:

- For OAP the City would contribute $502.68 for *Single*; $1,166.18 for *Tier II*; and $1,382.32 for *Family;*
- For INO 1 the City would contribute $544.28 for *Single*; $1,262.72 for *Tier II*; and $1,496.76 for *Family;* and
- For INO 2 the City would contribute $535.92 for *Single*; $1,243.32 for *Tier II* and $1,473.76 for *Family*

continue the contribution to employees' vision insurance premiums at 100% / 80% equating to $6.50 for *Single*, $9.78 for *Tier II*, and $13.92 for *Family* coverage; and

continue the contribution of 50% of dental insurance premiums at $18.58 for *Single* and $46.26 for *Family*.

Background/Description of Item:
An important component of the Priority-Based Budgeting process it to evaluate previous budget decisions.

Following input from the Employee Engagement Committee, in 2016 Council approved increased funding to 80% of all health insurance plans (and continued 100% funding of HDHP *Single*) to provide additional affordable choices to employees and also included funding for a Wellness Program.

Subsequently in 2017, Council continued the 80% funding level for all plans (except HDHP) for the 2017-2018 plan year to continue providing affordable employee choice. However, Council

incentivized participation in HDHP plans by increasing City funding for HDHP plans to 82% (vs. 80% for all others) and increasing "up front" funding of H.S.A.'s to fully cover deductibles, thus further encouraging employee wellness.

In the past, the City has utilized MPR for this health insurance coverage. At the January 21, 2020 City Council meeting, the City Council approved entering into a three-year agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services. Since the approval of this agreement, City staff has worked closely with CBIZ to determine the best health insurance option for the City of Gardner.

On March 9, 2020, CBIZ presented staff with health insurance options from United Health Care, Humana, and Blue KC. After reviewing the options, staff determined that Humana offered the best plan, from both a cost perspective and from a standpoint of comparability with the current plans offered by MPR. This compatibility was important in order to minimize disruptions incurred by staff during the process of changing plan providers.

The plans from Humana represent a blended rate decrease of approximately 7.6% as compared to current MPR rates. When the number of staff members currently participating in each plan is accounted for, this represents an annual estimated savings of $127,009 across all plans. The cost decreases for each level of the proposed Humana plans are shown in the charts below:

HDHP	
Plan Level	**Proposed Decrease**
Single	4%
Tier II	4%
Family	4%

OAP	
Plan Level	**Proposed Decrease**
Single	25%
Tier II	25%
Family	24%

INO 1	
Plan Level	**Proposed Decrease**
Single	21%
Tier II	23%
Family	18%

INO 2	
Plan Level	**Proposed Decrease**
Single	13%
Tier II	15%
Family	10%

It should be noted that it is projected that MPR will see a 5-7% cost increase for plans in the 2020-2021 plan year, making the above savings even more notable.

Additionally, should the City choose to continue utilizing Humana in the future, Humana offers cost control measures such as an employee engagement program (Go365) which incentivizes wellness and provides discounts to overall premiums based on staff participation, and a Total Health Contract which provides a rate cap in years two and three of the plan based on claims.

Financial Impact:
The approved 2020 budget included a budget of $1,741,300 for health, dental, and vision insurance across all funds. Utilizing Humana as the new health insurance provider, and working directly with Delta Dental of Kansas and MetLife (VSP+Retail) would have an estimated total cost of $1,684,400 for the City. The new health insurance plan will start on July 1, 2020 and end June

30, 2021, crossing multiple budget years. The estimated budget savings in 2020 is $59,300. The City anticipates an additional $90,800 in savings in the first half of 2021 (when compared to MPR's estimated renewal rate). The annualized savings when compared to the 2020 budget and anticipated MPR renewal rate is $150,100.

Attachments Included:

- N/A

Suggested Motion:

Approve the City's contributions to health, vision, and dental insurance premiums for the 2020-2021 plan year (all dollar amounts as noted in "staff recommendation" above):

- 100% for *CF1500 Single* (HDHP) and 82% of *CF 1500* (HDHP) *Tier II* and *Family*
- 80% contribution to all other health insurance plans;

And fund employees' H.S.A.'s "up front" at $1,500 for *Single* and $3,000 for *Tier II* and *Family;*

And contribute to employees' vision insurance premiums at 100% for *Single* and 80% for *Tier II* and *Family*

And contribute 50% of dental insurance premiums

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: MARCH 16, 2020
STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER
MATT WOLFF, FINANCE DIRECTOR

Agenda Item: Consider a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health, dental and vision programs.

Strategic Priority: Fiscal Stewardship

Department: Administration – Human Resources
Finance Department

Staff Recommendation:
Staff recommends approving a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas (MPR) health, dental and vision programs.

Background/Description of Item:
At the January 21, 2020 City Council meeting, the City Council approved entering into a three-year agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services. Since the approval of this agreement, City staff has worked closely with CBIZ to determine the best health insurance option for the City of Gardner.

At the March 16, 2020 City Council meeting, an item authorizing the adoption of health insurance plans from Humana will be presented.

As this plan is outside of MPR, the City will need to give the required notice to leave MPR. Per pertinent part of Section 8.4, Acceptance and Withdrawal of Coverage, of the MPR bylaws:

"Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw…A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

…Any Member who withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year."

As the City's contract year with MPR will end on June 30, 2020, a decision to withdraw participation must be rendered at the March 16, 2020 City of Gardner City Council meeting in order to fulfill the obligation of providing ninety (90) days' written notice.

Attachments included:
- Resolution No. 2049

Suggested Motion:
Adopt Resolution No. 2049, a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health, dental and vision programs.

RESOLUTION NO. 2049

A RESOLUTION AUTHORIZING THE CITY OF GARDNER, KANSAS, TO WITHDRAWAL PARTICIPATION FROM MIDWEST PUBLIC RISK OF KANSAS HEALTH, DENTAL AND VISION PROGRAMS.

WHEREAS, it is the intent of the City of Gardner, Kansas to withdraw from participation in the Health, Dental and Vision Programs offered by MPR Kansas effective June 30, 2020; and

WHEREAS, the MPR of Kansas Bylaws state that "Any Member may withdraw from, and cease participation in, any MPR Kansas Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given."

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Gardner, Kansas as follows:

Section 1: The City Council authorizes the City to withdrawal from the Health, Dental and Vision Insurance Programs and formally places MPR of Kansas on notice of its intent to withdraw from these Programs effective June 30, 2020.

Section 2: The City of Gardner, Kansas will continue to participate in Property and Liability Insurance Programs offered by MPR of Kansas.

Section 3: The City Administrator of the City of Gardner, Kansas is hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution and the withdrawal of the City of Gardner, Kansas from the Health, Dental and Vision Programs.

Section 4: This Resolution shall become effective upon the date of its adoption.

Section 5: The Mayor is hereby authorized to sign this Resolution on behalf of the City of Gardner, Kansas.

Section 6: The City Clerk is hereby authorized to attest to the Mayor's signature for documents evidenced in the Resolution.

ADOPTED by the Governing Body of the City of Gardner, Kansas, on March 16, 2020.

CITY OF GARDNER, KANSAS

_____

Mayor

(Seal)

ATTEST:

_____

City Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: MARCH 16, 2020
STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER
MATT WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing the execution of a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services

Strategic Priority: Fiscal Stewardship

Department: Administration – Human Resources
Finance Department

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services.

Background/Description of Item:
At the January 21, 2020 City Council meeting, the City Council approved entering into a three-year agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services. Since the approval of this agreement, City staff has worked closely with CBIZ both to determine the best insurance options for the City of Gardner and to prepare to leave Midwest Public Risk (MPR).

At the March 16, 2020 City Council meeting, items authorizing the adoption of health insurance plans from Humana and adopting a resolution authorizing the City of Gardner to withdraw participation from MPR will be presented.

As part of the transition away from MPR, the City will also need to obtain the services of a broker for providing ancillary insurance options to City staff. CBIZ met with City staff and offered two options for these services: Explain my Benefits and Benefits Direct (named in the attached contract as National Insurance Marketing Brokers, LLC). After a demonstration and comparison of each company's products, City staff determined that Benefits Direct offered both the best services and best price for services.

The ancillary coverage options to be offered include cancer, accident, short term disability, critical illness, permanent life, voluntary life, identity theft, hospital indemnity, and pre-paid legal. Additionally, Benefits Direct (National Insurance Marketing Brokers, LLC), offers benefits administration services for all of these ancillary products as well as for medical, dental, vision, voluntary group term life, group short term disability, flexible spending, and health savings accounts. This includes a technology platform available for use by all staff to better manage and understand their individual benefits.

The City currently utilizes American Fidelity for these benefits. Staff who wish to keep their benefits with American Fidelity will be able to do so; however, they will now be directly billed by American Fidelity rather than having these benefits paid for via payroll deduction.

Financial Impact:
For year one (1) of this three (3) year contract, the fees are waived. In years two (2) and three (3) of the contract, a fee of $2.50 per employee, per month will be assessed. This equates to $30 per employee, per year.

As the number of employees is subject to minor fluctuations, there will be minor fluctuations in the total cost of this contract. Assuming an average of 150 employees, the cost to the City would be $4,500 per year for years two (2) and three (3) (as stated previously, fees are waived for year one (1) of the contract). This equates to as estimated total cost of $9,000 over the three (3) year span of the contract.

The City of Gardner does not pay employee premiums for these ancillary coverage options.

It should be noted that Benefits Direct (National Insurance Marketing Brokers, LLC) does offer an option where these services would be provided to the City at no cost. However, this would require switching products and coverages each year of the contract, which may be highly disruptive to employees and to City staff involved in the administration of benefits.

Attachments included:

- Employee benefit consulting and administration services contract

Suggested Motion:

Authorize the City Administrator to execute a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services at no cost for year one (1), and a rate of $2.50 per employee, per month for years two (2) and three (3)

EMPLOYEE BENEFIT CONSULTING AND ADMINISTRATION SERVICES AGREEMENT

This **Employee Benefit Consulting and Administration Services Agreement** ("**Agreement**") is made and entered into as of this ____ day of _____, 2020 for the plan years beginning July 1, 2020 ("Effective Date"), by and between **The City of Gardner Johnson County, State of Kansas,** a Kansas City Government (the "**Client**") and **National Insurance Marketing Brokers, LLC**, a Kansas limited liability company, (or its successors or assigns) (the "**Company**"). The Client and the Company are each a "Party" and collectively are the "Parties" to this Agreement.

STATEMENT OF PURPOSE

A. **WHEREAS,** Client desires to secure a variety of insurance products and administration services for the Client's employees related to those insurance products, in conjunction with the health, welfare, life, accident, disability and/or ancillary benefits provided to its eligible employees as part of its group benefit programs ("Plans").

B. **WHEREAS,** Company provides employee benefit consulting services for various Plans.

C. **WHEREAS,** Client desires for Company to provide, and Company desires to provide, the services described in this Agreement for the Plans that are the subject of this Agreement.

D. **WHEREAS,** the Client and the Company desire to enter into a mutually satisfactory agreement for the advantage of each, and each desires that their understanding and agreement with regard to any services provided as set forth herein.

STATEMENT OF AGREEMENT

In consideration of the premises, the mutual promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Client, hereto intending to be legally bound, agree as follows:

1. **Services**. The Company agrees to provide the brokerage services to the Client as described in Exhibit A-1, which is attached hereto and incorporated herein by reference, or as periodically amended by the mutual written agreement of the Parties (the "**Brokerage Services**" or "**Services**") for the Plans identified in Exhibit A-1. A full description of those Services is provided in Exhibit A-1. The Company agrees to provide the data administration services to the Client as described in Exhibit A-2, which is attached hereto and incorporated herein by reference, or as periodically amended by the mutual written agreement of the Parties (the "**Administration Services**"). The Brokerage Services and the Administration Services are collectively referred to herein as the "Services" and a full description of those Services is provided in the applicable Exhibit A. The Parties agree that additional services that may be mutually agreed to by the Parties will be set forth in additional exhibits (consecutively numbered as Exhibit A-3, A-4, etc.) or amended exhibits to this Agreement.

2. **Authority to Act.** Company's authority shall extend only to the Plans identified in the applicable Exhibit A. Except as set forth in or as contemplated by this Agreement, neither Party shall have the right to act on behalf of the other Party. In providing the Services, Company shall act exclusively in an advisory and consultative capacity. Client shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Company, and the manner by which any such action or implementation shall be undertaken. Client acknowledges that there are multiple insurance companies in the industry that provide benefit plans and that no assurance has been provided to Client that Company has or will contact or evaluate all insurance companies regarding

benefit plan options for Company. The Parties agree that Company will provide consulting Services to Client regarding potential insurance companies that may issue group health insurance or other group insurance contracts for Client's group health plans and other insured welfare benefit plans and that, while Company may make recommendations on the insurance companies and group insurance contracts, Client retains final authority and responsibility for approval of the selection of insurance companies and group insurance contracts used by Client for the benefit plans offered by Client (each such benefit referred to as a "Plan"). Client acknowledges and agrees that insurance companies may cancel coverage, refuse to renew coverage in place, or decide not to quote or offer coverage for Client in their discretion and that Company will use commercially reasonable efforts to identify replacement coverage options in the event of a coverage cancellation. Except for Company's responsibilities with respect to funds obtained from or on behalf of Client and its Plans, if any, Company shall not hold or have custody of assets of any Plan. The Company shall not have any discretionary authority or discretionary responsibility with respect to the administration of any Plan and shall not serve as a fiduciary (as that term is defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if such provisions were applicable to Client or any of the Plans provided or made available to Client) of any Plan. The Parties agree that Company may use contractors, subcontractors, and vendors to perform Services under this Agreement. Company shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment, implementation and operation of the Plans. The Services provided to Client are non-exclusive and Company reserves the right to, and Client acknowledges that Company currently and in the future will continue to do so in the future, provide the same or similar services to other clients who may be in the same industry, business, or service as Client. Client agrees that Company may rely upon and will have no obligation to independently verify the accuracy, completeness, or authenticity of any written instructions, information, and data provided by Client and/or their designated representatives, vendors, or consultants to Company if reasonably believed by Company to be genuine and authorized by Client.

3. **Client's Duties and Responsibilities.** Client shall retain decision-making authority for its Plans, and shall manage the day-to- day activities of the Plans, except for those duties and/or functions expressly assigned to Company under this Agreement. Client shall provide Company with timely access to such information, documents, and data in a mutually agreeable format, as well as access to individuals, including its outside advisors and consultants, as may be necessary for Company to perform the Services. Client agrees to provide commercially reasonable assistance, documentation, data, notices, and timely responses to Company related to the Plans and Services. Company shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner. All information that Client provides to Company, either in anticipation of or during the Term of this Agreement, shall be complete and accurate, and Client represents that Company may rely upon such information. Company shall serve as agent of record for Client for all Plans in Exhibit A-1. If Client desires for Company to obtain insurance quotes on its behalf, Client shall execute the Broker of Record Designation attached hereto as Exhibit B or such other form reasonably requested by Company appointing Company as the exclusive broker for such Plans.

4. **Compensation.**

a. Client acknowledges and agrees that Company receives commissions and/or fees as broker of record on the products placed with Client from the respective insurance carriers or third party vendors for the Plans that are the subject of Exhibit A-1. Client agrees to pay Company the administrative fees as compensation for access to the TurnKey platform as set forth in Exhibit A-2 for the Plans referenced therein ("System Technology Fees"). Any Services that Company provides to Client outside of or in addition to the scope of the

Services in the respective Exhibit A document, if agreed to be performed by Company, shall be subject to additional fees. The fees will be in the amount set forth in the respective Exhibit A document.

b. It is possible that Company may also provide services to other entities that participate in or provide services to the Plans (such as management services, underwriting, marketing, claims administration, loss control services, obtaining other insurance and reinsurance). To the extent that such services are provided, Company will be separately compensated by the recipient of those services. The costs imposed on Company to comply with Client requirements or changes in Company processes or procedures due to regulatory requirements or regulatory changes shall be borne by Client. The Parties agree that consistent with industry practices, insurers may also pay insurance brokers, such as Company, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments, and other additional services.

5. **Independent Contractor.** It is understood and agreed that the Parties are independent contractors with respect to one another. Nothing contained in this Agreement shall constitute or be deemed to constitute a relationship of employer/employee, master/servant, principal/agent, partners or joint venturers between the Client and the Company, it being expressly understood and agreed that the only relationship between the Client and the Company created herein shall be that of independent contractors.

6. **Compliance with Laws.** The Parties agree to comply with all applicable laws, rules, and regulations in the performance of their respective obligations under this Agreement.

7. **Term; Termination.** The term of this Agreement shall continue in effect for a period of three (3) consecutive years (**"Initial Term**") from the Effective Date. This Agreement shall automatically renew twice for consecutive one (1) year renewal terms (each a **"Renewal Term**") unless notice of termination is provided by a Party to the other Party at least ninety (90) days prior to the conclusion of the Initial Term or then-current Renewal Term. The Initial Term and Renewal Term are referred to collectively herein as the "Term". This Agreement shall terminate upon the dissolution, liquidation, or insolvency of any Party hereto. This Agreement shall terminate following the filing of a bankruptcy petition by or against either Party that is not dismissed within ninety (90) days. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be reasonably amended without additional cost to conform to such law, rule, regulation, or court, or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement for the amount of Fees under this Agreement, this Agreement may be terminated by the affected Party. Except as to default in payment obligations, in the event a Party materially breaches the Agreement and fails to cure the breach within forty-five (45) days of receipt of written notice from the other Party, the non-breaching Party may terminate this Agreement by providing written notice within the following thirty (30) days.

8. **Intellectual Property**. All plans for insurance or annuity products, customer lists, marketing plans, potential marketing and sales relationships, computer software, original works of authorship, discoveries, developments, designs, improvements, inventions, innovations, processes, techniques, technologies, programs, know-how, trade secrets, data and all other intellectual property made, conceived, expressed, developed, or actually or constructively reduced to practice by Company solely or jointly with others prior to the date of termination of Company's relationship with the Client, as part of and in connection with Company's contractor relationship with Client shall be the exclusive property of the Company, and Client hereby assigns and transfers all of Client's right, title and interest therein to the Company, including, without limitation, the sole right to the copyright and all works based upon, derived from, or incorporating the work. This assignment does not include the confidential information of Client

or the personal employee information for Client's employees. Client agrees that Company's intellectual property is the property of Company and that Client has no rights to Company's intellectual property, nor will Client in the future assert any ownership, privilege, right, title, or license to Company's intellectual property.

9. **Confidentiality; Security.** Each Party ("Receiving Party") will use the other Party's ("Disclosing Party") Confidential Information used or disclosed under this Agreement solely to perform its obligations under this Agreement. "Confidential Information" is defined as all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods, business plans, financial information, product pricing information, product development strategies and pricing, related business relationships, customer and policyholder lists and information, agent lists and information, and insurance company lists and information) relating to the Disclosing Party's business that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the Disclosing Party (even if not so marked or identified); and (b) all information that the Receiving Party is obligated by law to treat as confidential for the benefit of third parties. Without limiting the foregoing, the Parties agree that Company's client list and client names and information shall be treated as Confidential Information of the Company. The Receiving Party agrees that it will not use or disclose the Confidential Information of the Disclosing Party other than as permitted or required by this Agreement or as otherwise required by law. The Receiving Party will use commercially reasonable safeguards to protect the Disclosing Party's Confidential Information against unauthorized use or disclosure. Each Party will give the other prompt written notice if it learns of any unauthorized use, disclosure, theft, or other loss of the other party's Confidential Information; or, to the extent legally required, if disclosure of the Disclosing Party's Confidential Information is being sought by regulatory or legal process prior to any disclosure. The Parties agree to maintain commercially reasonable information security policies, standards, guidelines, and procedures for securing Confidential Information used or disclosed under this Agreement.

10. **HIPAA Compliance.** The parties agree to comply with all applicable laws, rules and regulations related to the privacy and security of protected health information, including the Health Insurance Portability and Accountability Act (HIPAA). The parties agree to abide by the HIPAA Business Associate Addendum which is attached hereto as Exhibit C and incorporated herein by reference.

11. **Indemnity.**

a. Company shall indemnify, defend, and hold Client, its affiliates, members, directors, managers, officers, employees, attorneys, successors, and assigns ("Client Indemnified Party") harmless from and against any and all claims, suits, actions, liability, loss, expense, and damages, including reasonable attorneys' fees, which Client Indemnified Party may sustain due to or arising out of any third party claim of gross negligence or intentional misconduct by Company in violation of this Agreement.

b. Client shall indemnify, defend, and hold Company, its affiliates, members, directors, managers, officers, employees, attorneys, successors, and assigns ("Company Indemnified Party") harmless from and against any and all claims, suits, actions, liability, loss, expense, and damages, including reasonable attorneys' fees, which Company Indemnified Party may sustain due to or arising out of any third party claim of gross negligence or intentional misconduct by Client in violation of this Agreement.

12. **Limitation of Liability; Exclusion of Damages.**

a. THE PARTIES AGREE THAT COMPANY AND ITS AFFILIATES, AND ITS AND THEIR MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, FINES, PENALTIES, TAXES, OR LOSS OF GOOD WILL) ARISING IN ANY WAY OUT OF, UNDER, OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT (WHETHER GROUNDED IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) OR FAILURE TO MEET ANY DUTY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. WITH RESPECT TO ANY CLAIMS, DEMANDS, DAMAGES, OR ACTIONS AGAINST COMPANY AND ITS AFFILIATES, AND ITS AND THEIR MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, WHETHER GROUNDED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, A BREACH BY COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A MATERIAL BREACH), ANY DAMAGES AND LIABILITY ARISING OUT OF AND/OR RELATING TO THIS AGREEMENT THAT CLIENT AND ITS AFFILIATES MAY RECOVER FROM COMPANY FOR ANY REASON WHATSOEVER (INCLUDING ALL ACTUAL, DIRECT, AND GENERAL DAMAGES), AND CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED IN ANY AND ALL CASES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH CLAIM.

c. THESE LIMITATIONS OF LIABILITY ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY.

13. **Non-Solicitation; Non-Interference**. Client agrees that during the Term of this Agreement and for a period of two (2) years following the termination of this Agreement, Client shall not, without the specific prior written consent of the Company, directly or indirectly, (1) solicit, induce, recruit, hire, or engage, or attempt to do any of the foregoing, any person who is or was an employee, agent or contractor of the Company during the Term to terminate such person's employment or contract with the Company; (2) recruit, appoint, contract, employ, hire or otherwise affiliate with any current or former employee or agent of Company; or (3) assist others in engaging in any of the activities in which Client is prohibited from engaging by the preceding clauses in this section.

14. **Dispute Resolution Process.** The Parties agree to initially attempt to resolve their disputes under this Agreement informally with escalation to senior management where warranted.

15. **Governing Law; Venue; Jurisdiction; Jury Waiver.** This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule. The Parties agree that the jurisdiction and venue for all disputes arising out of, related to, under, or in connection with this Agreement and the transactions contemplated hereunder, including for enforcement of this Agreement, shall be heard, addressed, determined, and resolved solely and exclusively in the state and federal courts in and for Jackson County, Missouri. The Parties waive any other venue. The Parties hereto further irrevocably waive any

claim that any action or proceeding brought in any such Jackson County, Missouri court has been brought in an inconvenient forum. **THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT.**

16. **Attorneys' Fees.** In the event that either Party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against any other Party, regardless of whether such action results in litigation, and/or if any litigation arises based or founded upon or arising out of this Agreement, or where the effect of the construction of this Agreement is sought to be enforced, then the prevailing party in such litigation shall be entitled to recover its reasonable costs and attorneys' fees from the other party incurred at both the trial and appellate level.

17. **Non-Waiver.** No failure or delay by a Party in exercising any right, power, or privilege hereunder, and no forbearance or neglect on the part of a Party to insist upon strict compliance with the terms of the Agreement, shall operate or be considered as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power, or privilege hereunder.

18. **Binding Effect on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the heirs, legatees, executors, administrators, legal representatives, and successors of Client and the permitted successors and assigns of Company.

19. **Severability.** If any paragraph or provision of this Agreement or application hereof is held invalid, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable and the remaining paragraphs and provisions shall remain valid.

20. **Headings; Construction of Agreement.** The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof. The Parties further acknowledge and agree that: (a) this Agreement is the result of negotiations among the Parties and shall not be deemed or construed as having been drafted by any one Party; (b) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement (including any Exhibits attached hereto) and have contributed to its revision; (c) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (d) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

21. **Notice.** Any notice or other communication under this Agreement shall be in writing and shall be effective when delivered (or if refused, when delivery is attempted) by the U.S. Postal Service or any nationally recognized courier service (e.g., Fed Ex) to the other Party at the address identified below, or other address as a Party may specify by notice to the other Party.

22. **Counterparts**. This Agreement may be executed by each of the Parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart thereof.

23. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and undertakings between them with respect to the subject matter hereof. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the Parties hereto, which instrument states that it is an amendment to this Agreement.

24. **Assignment.** This Agreement is not transferable by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; however, the merger, consolidation, reorganization, change in control, or sale of substantially all of the assets of a Party, or the sale of a minority interest in a Party, or the transfer or assignment by a Party to an affiliate of a Party will not be considered a prohibited transfer or assignment or require the written consent of the other party.

25. **Insurance Coverage.** During the term of this Agreement, both Parties will keep in full force and effect: (i) commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage; and (ii) workers' compensation insurance in an amount not less than that required by applicable law. Each Party agrees to furnish the other Party with a certificate of insurance in customary form evidencing this insurance coverage upon the requesting Party's reasonable request annually during the Term of this Agreement.

26. **Force Majeure Event.** The term "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (1) the act or event prevents a Party, in whole or in part, from (A) performing its obligations under this Agreement; or (B) satisfying any conditions to the Party's obligations under this Agreement; (2) the act or event is beyond the reasonable control of and not the fault of the Party; and (3) the Party has been unable to avoid or overcome the act or event by the exercise of reasonable due diligence. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes changes in market conditions or insufficiency of funds. Notwithstanding anything in this Agreement to the contrary, if a Force Majeure Event occurs, the affected Party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented; and satisfying whatever conditions precedent to the affected Party's obligations that cannot be satisfied, to the extent they cannot be satisfied. When the affected Party is able to (i) resume performance of its obligations under this Agreement, or (ii) satisfy the conditions precedent to its obligations, it shall immediately give the non-affected Party written notice to that effect and shall resume performance under this Agreement no later than two (2) business days after the notice is delivered.

27. **Audit.** Company shall have the right to inspect and copy, and Client shall make available, at Company's option either electronically or at Client's primary offices for such purposes, all records and materials regarding the Services. Such inspection shall be granted within ten (10) days of written request by Company for same and shall be conducted during normal business hours. Company shall have comprehensive accounting and audit rights under this Agreement.

28. **Survival.** It is understood that the provisions of this Agreement which, by their express or implicit terms, are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration and be enforceable.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused their duly authorized managers or officers, as applicable, to execute and deliver this Agreement, as of the Effective Date.

Company:
National Insurance Marketing Brokers, LLC

Signature: _____

Printed Name: _____

Title: _____

Address:

National Insurance Marketing Brokers, LLC
4551 W 107th Street, Suite 310
Overland Park, KS 66207
Attn: President

With a copy to:
National Insurance Marketing Brokers, LLC
Attn: General Counsel
2650 McCormick Drive, Suite 300L
Clearwater, Florida 33759

Client*:*
City of Gardner, Johnson County, State of Kansas

Signature: _____

Printed Name: _____

Title: _____

Address:

_____
_____
_____

EXHIBIT A-1

Brokerage Services
Plans

A. Plans

Company shall provide Brokerage Services to Client, and Company shall be Broker of Record for Client with respect to the following Plans:

- Cancer
- Accident
- Short Term Disability
- Critical Illness
- Permanent Life
- Voluntary Life
- Identity Theft
- Hospital Indemnity
- Pre-Paid Legal

B. Brokerage Services

Company agrees to provide the following Brokerage Services with respect to the Plans referenced above in this Exhibit A-1 under this Agreement:

1. Plan Review – Company shall review Client's current Plans and provide information and recommendations regarding options, as requested by Client.

2. Insurance Needs Assessment – Company shall work with Client to determine Client's insurance needs.

3. Benefit Analysis/Financial Analysis - Conducting a periodic review and analysis of the design and performance of Client's current benefit plans and advising Client regarding available options and alternatives, as appropriate.

4. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Company shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Company shall contact those markets that it has determined most likely to meet Client's needs, as made known to Company, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Company shall honor Client's timely and reasonable requests to contact specific markets, but Company shall not be obligated to present Client to any carrier or Coverage provider which Company has determined would not be willing to quote Client's business or would not give a competitive quote.

5. Insurance Marketing Results - Company shall present to the Client, in summary format, information concerning markets and carriers approached. The summary shall include, as applicable: name of carrier and coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or coverage providers who declined to provide a quote.

6. Review of Insurance Options - Company shall present, along with the marketing results, a comparison summary highlighting the significant terms and/or differences among the various coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

7. Obtain Coverage – Once the Client has made its decision, Company shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.

8. Implementation – Company shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval, including:

a. Assisting in marketing, review, and implementation of new benefit Plans, as needed.
b. Facilitating Client's review and approval of employee benefits booklets, certificates, insurance policies, and contracts prepared by insurance carriers and vendors providing services to or for the Plans.
c. Reviewing and distributing vendor administrative manuals for Clients.

9. Ongoing Service – Company will provide the following ongoing Client support services: direction and support with claims resolution and other related issues; support with billing/eligibility concerns; as a liaison between Client and carriers and vendors and serving as a proactive Client advocate; and responding to day-to-day benefit questions from Client and its employees.

EXHIBIT A-2

Administration Services
Plans
Administrative Fees

Plans

Company shall provide Administration Services to Client with respect to the following Plans:

- Medical
- Dental
- Vision
- Voluntary Group Term Life
- Group Short Term Disability
- Cancer
- Accident
- Critical Illness
- Permanent Life
- Identity Theft
- Hospital Indemnity
- Pre-Paid Legal
- Flexible Spending
- Health Savings Accounts

System Technology Fees

Client agrees to pay Company the following System Technology Fees for access to and use of the Company's TurnKey administration and billing system platform: $2.50 per employee per month (PEPM) fee during the Term of the Agreement, year 1 PEPM fees are waived. Company reserves the right to increase the PEPM System Technology Fees during the Term of the Agreement in the event that any or all of the Plans that are the subject of Exhibit A-1 Brokerage Services are moved away from Company. In the event the Parties are unable to mutually agree on a new PEPM fee, Company may terminate the Agreement.

Services

Company agrees to provide the following Administration Services with respect to the Plans referenced above in this Exhibit A-2 under this Agreement:

1. Access to Company's TurnKey platform as a benefit enrollment and administration tool for the Plans referenced above.
2. Electronic Data Interchange (EDI) service provided for employee eligibility files to be produced and exchanged with approved insurance carriers that are included on the TurnKey platform and have recognized the Company as a business trading partner
3. Provide and maintain an online employee benefit portal for the Client's eligible employees that will allow them to view basic benefit information on the Plans included above.
4. Provide common remitter services in the form of a consolidated billing arrangement that includes reconciliation and discrepancy reporting between selected carrier invoices and the payroll deduction files provided by the Client for only Cancer, Accident, Critical Illness, Permanent Life, and Identity Theft Plans.
5. While the TurnKey platform will be used for enrollment and eligibility maintenance of the Plans in Exhibit A-2, the Parties agree that Company will not be providing common remitter services including consolidated billing and reconciliation support to Client for the Medical, Dental, Vision, Voluntary Group Term Life, Health Savings Accounts or Flex Spending Plans.

EXHIBIT B

Broker of Record Designation

This letter confirms that as of this ____ day of _____, 20___, the organization listed below ("Client") has appointed National Insurance Marketing Brokers, LLC and its affiliates ("Company") as the Broker of Record in connection with the following coverages:

- Cancer
- Accident
- Short Term Disability
- Critical Illness
- Permanent Life
- Voluntary Life
- Identity Theft
- Hospital Indemnity
- Pre-Paid Legal

and such additional coverages or insurance (the "Coverage") as Client may from time-to-time request from Company.

With respect to the Coverage identified in this Exhibit B (and as later amended), Company shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Client shall not seek or acquire quotes directly from any insurance carrier or other coverage provider during the Term of this Agreement.

Company is authorized to provide a copy of this letter to any insurer to demonstrate Company's authority to obtain the Coverage. This appointment rescinds any and all previous appointments Client may have made with respect to the Coverage, and shall remain in full force and effect until cancelled in writing. Company shall at all times remain an independent contractor and shall not act as or be deemed to be an officer, employee, agent or fiduciary of Client.

Client authorizes Company to provide representatives of prospective insurers and other coverage providers with all information regarding Client, its operations, employees, and financial status as may be necessary for such insurer or coverage provider to evaluate Client's suitability for coverage and to prepare a quote.

Acknowledged and agreed to by:

City of Gardner Johnson County, State of Kansas		**National Insurance Marketing Brokers, LLC**	
Signature:		**Signature:**	
By:		**By:**	
Title:		**Title:**	

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Agreement") is made as of the Effective Date (as defined below), by and between Client and Company ("Business Associate").

Recitals

WHEREAS, the Client and the Business Associate have entered into a service agreement (the "Service Agreement") pursuant to which the Client may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Client with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Client. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Client and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to enter into a written agreement regarding the use and disclosure of Protected Health Information.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Client will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Client.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Business Associate (sometimes collectively referred to as the "Parties"), intending to be legally bound, agree as follows:

1. Definitions. The definitions provided herein apply to the use of these defined terms in the Agreement. Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
    a. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45 C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
    b. *"Business Associate"* shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, National Insurance Marketing Brokers, LLC is the Business Associate.
    c. *"HITECH Act"* or "Health Information Technology for Economic and Clinical Health Act" are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
    d. "*Individual*" shall have the meaning given to such term at 45 C.F.R. § 160.103.
    e. *"Privacy Rule"* shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
    f. *"Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("ePHI")* shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Client.
    g. "*Required by Law*" shall have the meaning given to such term at 45 C.F.R. § 164.103.

h. "*Secretary*" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his or her designee.
i. *"Security Rule"* shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.
j. "*Unsecured Protected Health Information*" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. Obligations of the Business Associate. The Business Associate hereby agrees:
   a. not to use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;
   b. to use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;
   c. to report to the Client any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
   d. to ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Client, or created or received by the Business Associate for or on behalf of the Client, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information;
   e. to make available Protected Health Information to the Client for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
   f. to make available to the Client the information required for the Client to provide access to an individual or for the Client to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;
   g. to make available to the Secretary of HHS all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Client necessary to allow the Secretary to determine whether the Client is in compliance with the Privacy Rule regarding the PHI under this Agreement;
   h. to provide to the Client, within thirty (30) days of receiving a written request from the Client, information collected pertaining to disclosures of PHI by the Business Associate to permit the Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;
   i. to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement; and
   j. to document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Client to respond to a request by an Individual for an accounting of disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. Permitted Uses and Disclosures by the Business Associate. Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Client. Business Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Client.

4. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, the Business Associate may:
   a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
   b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
      1. any such disclosure is Required by Law, or
      2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
   c. use the Protected Health Information to provide data aggregation services to the Client as permitted by 45 C.F.R. 164.504(e).
   d. use Protected Health Information to report violations of law to appropriate federal and state authorities.

5. Obligations of the Client. The Client shall timely:
   a. notify the Business Associate of any limitation(s) in its notice of privacy practices, in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
   b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information;
   c. notify the Business Associate of any restriction(s) to the use or disclosure of Protected Health Information that the Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information; and
   d. use appropriate safeguards to maintain the confidentiality, privacy, and security of Protected Health Information and in transmitting same to Business Associate pursuant to the Service Agreement.

6. Breach Notification. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Client shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall within ten (10) days of discovery of a Breach, notify the Client in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall within ten (10) days of discovery of a Breach, provide Client with all information required by HIPAA and all reasonable information requested by Client regarding details related to the Breach. Business Associate agrees that Client shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation.

7. Term and Termination.
   a. *Term.* This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or the date this Agreement has been executed by both Parties, whichever is earlier. This Agreement shall terminate when all of the Protected Health

Information provided by the Client to the Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b. *Termination for Cause.* If one of the Parties hereto materially breaches this Agreement, the other party:
    1. shall provide a reasonable opportunity for the breaching party to cure the breach or end the violation, but in no event less than thirty (30) days from the date of written notice to the breaching party, and terminate the Agreement if the breaching party has not made a good faith effort to cure the breach or end the violation within this time period, or
    2. to the extent that it is consistent with the statutory obligations of the Business Associate or Client, may terminate this Agreement if a cure is not possible, as determined by the Parties jointly in their reasonable discretion, and commence negotiation of new terms of this Agreement. If there is an intentional breach of this Agreement, the Parties may evaluate the impact on the Service Agreement.
    3. However, if neither cure nor termination is feasible, the Client shall report the violation to the Secretary.

c. *Effect of Termination.*
    1. Except as provided in Section 7(c)(2) of this Agreement, and unless otherwise provided in the Service Agreement upon termination of this Agreement for any reason, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from the Client, or created or received by the Business Associate for or on behalf of the Client. This provision shall apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
    2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Client within sixty (60) business days of the termination of this Agreement setting forth the conditions that make return or destruction of the Protected Health Information infeasible. Upon Client's receipt of such notice from the Business Associate, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous.
    a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.
    b. *Assistance in Litigation or Administrative Proceedings.* The Parties agree to provide reasonable assistance to each other in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.
    c. *Amendment.* This Agreement shall not and cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. The Parties agree to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws rules, or regulations, including HIPAA. Notwithstanding the foregoing, this Agreement shall be deemed to be automatically amended to comply with changes in HIPAA and the HITECH Act.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 4

MEETING DATE: MARCH 16, 2020

STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER

Agenda Item:	Consider adopting a Resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas
Strategic Priority:	Asset and Infrastructure Management, Fiscal Stewardship
Department:	Administration – Human Resources

Staff Recommendation:

Adopt a Resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas

Background/Description of Item:

According to Article 6-107.3 of the City of Gardner, Kansas, Personnel Policies, 2018 Edition, employees may utilize their accrued sick leave for the following purposes:

- Personal illness or injury, including maternity;
- An appointment with a health care provider;
- To attend to a member of the employee's immediate family whose illness requires the employee's presence;
- To attend to wife or family in the case of a new child;
- Any other leave provided for by the Family Medical Leave Act.

Article 6-107.3 further states:

"Employees have the option of using accrued vacation leave when sick leave has been exhausted. Employees may request a leave of absence without pay if all paid leave has been exhausted."

In an effort to support City of Gardner employees through the various impacts of the coronavirus (COVID-19), staff presents the attached addendum (Article 6-107.3a) to the Sick Leave Policy for consideration by the City Council. This addendum shall be in effect commencing with its passage and adoption by the City Council, and shall expire only when the State of Emergency declared on March 13, 2020, by the Johnson County, Kansas, Board of Commissioners has been lifted.

In light of recent mandates regarding school closures and quarantines enacted in order to mitigate the spread of COVID-19, the City would like to ensure that Staff has the flexibility to utilize sick leave for the additional purposes listed below:

- To care for a dependent child aged 18 or below if the child's school is not in session due to COVID-19.
    - This shall not include time during which school was previously scheduled to be out of session, such as Spring Break.

- If an employee or a family member living in the same household is quarantined due to COVID-19

If an employee is unable to work due to the reasons outlined in Section 6-107.3a and their accrued sick leave balance will not cover their absence, they will be required to use their accrued vacation hours and Personal Day during their absence.

Employees will be advanced up to 40 hours per week of sick leave, for a total not to exceed 80 hours once all other leave balances (sick, vacation, and Personal Day) have been exhausted. Such advances are to be approved by the Human Resources Manager on a weekly basis.

Attachments included:

- Resolution 2050
- Personnel Policy Emergency Addendum (Article 6-107.3a)

Suggested Motion:

Adopt Resolution No. 2050, a resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas

RESOLUTION NO. 2050

A RESOLUTION PROVIDING FOR THE ADDITION OF ARTICLE 6-107.3a OF THE PERSONNEL POLICIES AND PROCEDURES, 2018 EDITION, FOR THE CITY OF GARDNER, KANSAS

WHEREAS, the City of Gardner now deems it advisable to add an emergency addendum to the Personnel Policies and Procedures for employees of the City of Gardner; and

WHEREAS, it is the intent of the City Council to add Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition.

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

SECTION ONE: Article 6-107.3a is hereby added as provided for in the attached Personnel Policies.

SECTION TWO: These updated Personnel Policies and Procedures, 2018 Edition, supersede any rules, regulations or policies in conflict herewith, and

SECTION THREE: The Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City of Gardner on March 16, 2020

ADOPTED BY THE Governing Body of the City of Gardner, Kansas, this 16th day of March, 2020

SIGNED by the Mayor on this 16th day of March, 2020

CITY OF GARDNER, KANSAS

(SEAL)

_____

Steve Shute, Mayor

Attest:

_____

Sharon Rose, City Clerk

6-107 SICK LEAVE

6-107.1 FULL-TIME EMPLOYEES

All full-time employees accrue sick leave at a rate of 3.692 hours per pay period. All part-time employees accrue sick leave at a proportional rate.

Sick leave will be considered to be earned and accrued at the end of the last day of the payroll period. Approved sick leave may be used as soon as it is accrued. (Sick leave may not be taken during the same period during which it is being earned).

6-107.2 PART-TIME AND TEMPORARY EMPLOYEES

All part-time employees accrue sick leave at a proportional rate.

Temporary employees do not accrue sick leave.

6-107.3 REASONS FOR TAKING SICK LEAVE

Sick leave may be used for the following purposes:

Personal illness or injury, including maternity.

An appointment with a health care provider. Employees are expected to attempt to schedule medical appointments at the beginning or end of their normal work schedule.

To attend to a member of the employee's immediate family whose illness requires the employee's presence.

To attend to wife or family in the case of a new child.

Any other leave provided for by the Family Medical Leave Act.

Employees must use sick leave in one quarter hour (15 minute) increments.

To be eligible for paid sick leave employees shall notify their immediate supervisor of their intention and reason for taking sick leave as far in advance as possible of the time needed. Employees must notify their supervisor of an intended absence no later than within fifteen (15) minutes of their regular shift start. Employees who do not notify their supervisor of sick leave within the required time limits will be considered on unauthorized leave. Employees must keep the supervisor informed of their condition each day of their absence.

An employee who takes sick leave may be required to submit a statement from a health care provider within 24 hours after returning to work.

Employees have the option of using accrued vacation leave when sick leave has been exhausted. Employees may request a leave of absence without pay if all paid leave has been exhausted.

Employee shall be allowed to accumulate a sick leave reserve up to a maximum of 1040 hours (130 days).

Employees who have accumulated the maximum sick leave reserve shall be compensated annually for sick leave that would have otherwise been accumulated, at a rate of twenty dollars ($20.00) per day (8 hours).

Employees separating employment in good standing with the City of Gardner after 12 months of consecutive service will be compensated for twenty percent (20%) of their accrued and unused sick leave at their current rate of pay. An employee who is terminated because of violating a City of Gardner Personnel Policy will not be eligible for this payment.

6-107.3a EMERGENCY ADDENDUM TO SICK LEAVE POLICY

In an effort to support City of Gardner employees through the various impacts of the coronavirus (COVID-19), the following addendum is added to the Sick Leave Policy. This addendum shall be in effect commencing with its passage and adoption by the City Council, and shall expire only when the State of Emergency declared on March 13, 2020, by the Johnson County, Kansas, Board of Commissioners has been lifted.

In addition to the reasons for taking sick leave listed in Article 6-107.3, employees may also utilize sick leave for the following purposes:

- To care for a dependent child aged 18 or below if the child's school is not in session due to COVID-19.
    - This shall not include time during which school was previously scheduled to be out of session, such as Spring Break.

- If an employee or a family member living in the same household is quarantined due to COVID-19

If an employee is unable to work due to the reasons outlined in Section 6-107.3a and their accrued sick leave balance will not cover their absence, they will be required to use their accrued vacation hours and Personal Day during their absence.

Employees will be advanced up to 40 hours per week of sick leave, for a total not to exceed 80 hours once all other leave balances (sick, vacation, and Personal Day) have been exhausted. Such advances are to be approved by the Human Resources Manager on a weekly basis.

- An employee may choose to use their accrued vacation leave hours or Personal Day in lieu of sick leave.

City of Gardner, KS

Council Actions

March 16, 2020

The City Council took the following actions at the March 16, 2020, meeting:

1. Approved the minutes as written for the regular meeting held March 2, 2020. (Passed unanimously)
2. Approved City expenditures prepared February 24, 2020 in the amount of $126.50; and February 28, 2020 in the amount of $826,275.80; and March 6, 2020 in the amount of $332,905.56. (Passed unanimously)
3. Reappointed Scott Boden to the Planning Commission. (Passed unanimously)
4. Authorized the execution of a contract with Little Joe's Asphalt, Inc. for the 2020 Pavement Management Program (Asphalt). (Passed unanimously)
5. Authorized the execution of a contract with Apac-Kansas, Inc. for the 2020 Pavement Management Program (Chip Seal). (Passed unanimously)
6. Authorized a Change Order with Amino Brothers Co., Inc. to construct storm sewer improvements for the Waverly Plaza Special Benefit District. (Passed unanimously)
7. Authorized the execution of a contract for the Prairie Trace Sanitary Sewer Improvements Project.
8. Accepted the dedication of right-of-way and easements on final plat FP-20-01 for Frontier Commerce Park, 1st Plat. (Passed unanimously)
9. Approved the City's contribution to health insurance premiums for the 2019-2020 plan year. (Passed unanimously)
10. Adopted Resolution No. 2049, a resolution authorizing the City of Gardner, Kansas, to withdraw participation from Midwest Public Risk of Kansas health dental and vision programs. (Passed unanimously)
11. Authorized the execution of a three-year contract with National Insurance Marketing Brokers, LLC for employee benefit consulting and administration services. (Passed unanimously)
12. Adopted Resolution No. 2050, a resolution providing for the adoption of the addition of Article 6-107.3a of the Personnel Policies and Procedures, 2018 Edition, for the City of Gardner, Kansas. (Passed unanimously)