AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, February 3, 2020
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Gardner Edgerton Chamber of Commerce

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 January 21, 2020.
2. Standing approval of City expenditures prepared January 17, 2020 in the amount of $1,048,537.25; and January 24, 2020 in the amount of $161,684.25.
3. Consider authorizing the purchase of four (4) 2020 Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford
4. Consider authorizing an agreement with the Gardner Edgerton Chamber of Commerce
5. Consider the appointment of Cleverson Souza to the Citizens Police Advisory Committee
6. Consider the appointment of Al Sanchez to the Citizens Police Advisory Committee
7. Consider the appointment of Rebecca Streeter to the Citizens Police Advisory Committee
8. Consider the appointment of Bryce Augustine to the Utility Advisory Commission
9. Consider approving a supplemental agreement with Kansas Department of Transportation for the Moonlight Safe Routes to Schools project
10. Consider authorizing the approval of an agreement with Johnson County for the construction of a Stormwater Management Project known as Santa Fe Street and Waverly Road Stormwater Improvements
11. Consider approving the issuance of a Cereal Malt Beverage (CMB) license for calendar year 2020

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

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 – 05
January 21, 2020

The City Council of the City of Gardner, Kansas met in regular session on January 21, 2020, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with the Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Rich Melton, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Business & Economic Development Director Larry Powell; Utilities Director Gonzalo Garcia; Public Works Director Michael Kramer; Parks and Recreation Director Jason Bruce; Police Chief James Belcher; Finance Director Matthew Wolff; Attorney Spencer Lowe; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in.

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. **Proclaim January 26, 2020-February 2, 2020 as Buckle Up for Safety and Lives Week in the City of Gardner**
2. **Southwest Johnson County Economic Development Corporation**

Greg Martinette with SWJCEDC presented accomplishments from last year. Last year, he said they were going to experience one of the largest construction booms this community has seen. While it all hasn't all happened yet, it's still going to happen. He said it's an exciting future ahead, and there are many projects in the pipeline. They face challenges with development in developing around an airport, around major pipelines, and without some infrastructure; it will take a little longer. He shared the SWJCEDC executive committee and board members. Mr. Martinette shared a summary of the scope of work accomplished for 2019; they responded to all prospect inquiries, they had 72 in 2019, which was 20% higher than previous year. He discussed the CenturyLink building – it's not in Gardner, but everyone thinks it is. Those employees spend their money in Gardner. They sent out an RFP for a master developer or broker for the building. They were a runner up for the USDA project for that building. The CenturyLink building will be empty in June. They are working so that it's not empty for long. Included in their scope of work are area tours with brokers, developers, bankers, consultants, media, partners at the Department of Commerce, KC SmartPort, KCADC, Evergy. It was a priority to get them out here. Word of mouth and change of perception lets everyone know they are open for business. Data management was a big issue several years ago, and it's something he's been working on to get someone hired to do this. They hired Shelly Kaster to work on this. They are going to see improvements on the LocationOne Information System. Business recruitment and marketing was handled the same way as previous years. The Developers Expo was a success with 50 people on a bus coming here and spending their day. It's their signature event, and they will continue it. Mr. Martinette participates in marketing with the KCADC, Department of Commerce, International Council of Shopping Centers. They applied for Evergy funds for pertinent economic development activities. They are not the electric provider for Gardner, but they are for New Century and good partners for the SWJCEDC. They helped with $20,000 for marketing last year, and that's going up to $30,000 this year. This will help pay for new drone videos which will include Gardner. The executive committee asked him to build in $15,000 for external marketing, and Evergy is helping with that cost. Some significant things have happened, like the Grata development, AEROReady certification, Mid-America Bank, not counting QuikTrip and Waverly Plaza, Plaza South and a development east of TradeNet. Olathe Health is coming soon. Theirs was the first economic development organization in KC to adopt KCADC's new Heartland Campaign and shows a partnership with KCADC. With Mr. Martinette being out of the office with external marketing, they welcomed Shelly Kaster as new Economic

Development Director. AEROReady certification is important, they are the only community in Kansas that has this certification. They already developed a lead from an LA company and will meet with them at a helicopter expo. They will be marketing to aviation and aerospace companies heavily. There is a lot of unused ground at the airport and aerospace jobs pay three times the average of a typical manufacturing job. This will help diversify the workforce. Moving on to the coming year, they have to respond to prospect inquiries, focus on business retention & expansion program, maintain up to date data on LocationOne Information System, work with Evergy to keep layers of metrics up to date, partner on new drone videos critical for marketing, and attend aviation related events. It's not just for New Century; bringing those jobs to this community is big. They will update the retail demographics brochure. Mr. Martinette will market to several shows recommended by the Next Move Group in the AEROReady certification. He will host an EDC happy hour, modeled after something done in Lee's Summit. It is February 12, 4:30-6:30 at Austin's. It will bring in membership, prospects, investors, potential investors, providing a networking opportunity. He plans to host one quarterly. He closed with an email from the Vice President at Superior Bowen Asphalt Company championing Gardner and SWJCEDC.

Councilmember Gregorcyk said the SWJCEDC has come a long way, keep up the good work.

Councilmember Melton said no one has been harder on Mr. Martinette than he has, but Melton is pleased with the improvement. Martinette and team deserve credit for that.

Councilmember Winters asked what is the staffing goal? Mr. Martinette said they'd like to get Ms. Kaster to full-time. Winters said it's a small investment that could generate big returns. Councilmember Melton asked if they could use the hotel guest tax for that, Mayor Shute said they already are. Melton asked how much difference is it to get those extra hours? Martinette said about another $20,000. Finance Director Wolff said they got the 4th Quarter guest tax and it came in lower than expected, so he suggests waiting until the budget discussions to address that. Mr. Martinette mentioned they were up 30% on private investment this year. It's time consuming to get new members, keep existing members and track them. Sometimes they skip a year, and it's hard to budget like that. They have to keep chasing, if they continue to be successful, that will bring in new dollars.

Mayor Shute said the item on the consent agenda increasing funding, and that should get the EDC closer to managing revenue targets. Shute echoes what's been heard, they've done a great deal of work together, but with new aviation marketing piece, it's critical to work together. He's looking forward to getting into that marketing sector. He offered congratulations on the AEROReady Certification.

3. Gardner Land Bank Annual Report

Finance Director Matt Wolff said the Gardner Land Bank is now required to provide an annual report to the Governing Body accounting for all receipts, disbursements and property transactions. The land bank has no properties, and there were no property transactions last year. The land bank received $5,000 in initial funding from the general fund. No funds have been spent. The land bank financial records will be audited as part of the city's 2019 audit. As the land bank becomes more active, the annual report will serve as an important way to promote transparency on the land bank activities.

PUBLIC HEARING

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on January 6, 2020.**
2. **Standing approval of City expenditures prepared January 3, 2020 in the amount of $732,567.20; and January 10, 2020 in the amount of $1,226,365.10.**
3. **Consider the appointment of Kacy Deaton to the Planning Commission**
4. **Consider the appointment of Eric Hansen to the Planning Commission**
5. **Consider authorizing an agreement with the Southwest Johnson County Economic Development**

DRAFT

Corporation

6. **Consider authorizing an agreement for bond counsel services with Kutak Rock LLP**
7. **Consider authorizing a sludge removal contract with Digital Erth Consulting, LLC**
8. **Consider approving the 2020 County Assisted Road System (CARS) agreement for the Moonlight and Madison signal project**
9. **Consider authorizing the execution of a Change Order with Lan-Tel for the Pavement Management Program-Concrete**
10. **Consider authorizing an agreement with CivicRec to provide parks and recreation software services**
11. **Consider authorizing the purchase of ten (10) portable radios and related equipment from Ka-Comm, Inc.**
12. **Consider appointing City of Gardner representatives to the Kansas Rural Water Association**
13. **Consider authorizing the execution of Amendment 1 to the Hillsdale WTP Expansion Phase 1 Agreement with Burns & McDonnell-CAS Constructors for easement acquisition support**

Councilmember Baldwin asked to remove Item 5 from the Consent Agenda.

Councilmember Winters made a motion to approve items 1-4 and items 6-13 on the Consent Agenda.

Councilmember Baldwin Seconded.

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

Discussion of Consent Agenda Item 5

Councilmember Baldwin asked Director Wolff about the overall status for meeting the 2020 budget for this line item. Director Wolff can't speak to the individual businesses, but with the two hotels, they are about $14,000 short the quarter distribution. If that continues, they could be closer to $50,000. Wolff recommends waiting on the budget process until the 2nd distribution to address the situation. He has options to find savings. Councilmember Gregorcyk asked if they should wait on this consent item? Director Wolff said no, if they want to make adjustments to the 2020 budget. The CVB has a large increase, the Small Business Assistance Program has had no requests, there are savings to be found.

Councilmember Gregorcyk made a motion to approve Consent Agenda item 5.

Councilmember Melton 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 implement Private Inflow & Infiltration work as part of the I&I project**

Utilities Director Gonz Garcia said in 2018 Trekk was hired to implement the Inflow & Infiltration (I&I) Program. They performed flow monitoring and calculations on 13 drainage basins. Drainage basin #1 had the highest I&I and was selected as a pilot program. In November 2018, council approved a recommendation from the UAC to move with private I&I. What the private I&I program is looking for is to cost effectively remove significant sources of I&I on private properties. The program includes property owner notifications, homeowners agreements for access to make the repairs, repairs to inflow source by local plumber, and final inspection. Last summer, Trekk performed smoke

DRAFT

testing and reviewed all CCTV videos collected by the city. It's estimated that 100 houses would require some kind of repair, so they are requesting $125,000 to perform the private I&I in Drainage Basin #1.

Councilmember Winters said doing this will save the city significantly in the future, correct? Director Garcia can't quantify how much the reduction will be on this pilot program but believes it will be significant. On average, 60-80% of I&I is on the private side.

Councilmember Baldwin asked what is the majority of the work that the homes will need? Director Garcia said they will do an inspection for any illicit connections from sump pumps directly to the sewer or other connections. Baldwin asked if there has been any push-back. Garcia said no, they haven't started the program. The action tonight will initiate the program. Mayor Shute said this is a pilot program.

Councilmember Winters made a motion to authorize the funding of $125,000 for the implementation of the Private Inflow & Infiltration work for Drainage Basin 1 as part of the Inflow & Infiltration Project, CIP WW1706.

Councilmember Melton Seconded.

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

2. Consider a recommendation to procure a high pressure CO2 Fire Protection System for the Gas Turbines.

Utilities Director Gonz Garcia stated in 1989 the city purchased two gas turbines. Having gas turbines requires a fire suppression system. The current system leaks and no longer meets the NFPA standards. Since 2015, they spent over $33,000 chasing leaks. Staff no longer has manuals, drawings, schematics and cannot property test the system. For insurance purposes, fire suppression is required. The system needs replaced, and this new system was reviewed by Johnson County Fire District. They require additional capacity, so the original estimate was $66,000, but with the additional capacity it's up to $99,739.

Mayor Shute asked if the funds will come from the Electric budget? Director Garcia confirmed. Councilmember Gregorcyk asked about the life expectancy of the gas turbines. Director Garcia said they are mid-70s, and with proper maintenance they can last an additional 20-30 years. They have about 30 years to go. The units aren't dispatched because they aren't very efficient. Staff runs them once a year during the summer to see how much capacity they can get and exercise them, which is a requirement. Councilmember Gregorcyk asked about other upkeep, circuit boards, etc. Garcia said the control system was replaced in early 2000s. The company that installed it no longer supports the system. They have a CIP for next year to replace the controls.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute a contract to install a high-pressure CO2 Fire Protection system with Keller Fire & Safety in the amount of $99,739.00.

Councilmember Melton Seconded.

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

OLD BUSINESS

NEW BUSINESS

1. Consider authorizing the City Administrator to enter into an agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services

Human Resources Manager Alan Abramovitz said the city received renewals from MPR (Midwest Public Risk). Those renewals were between 16-21% higher. It was suggested at that time to go out for new bids. It's best to use a broker for that. MPR provides health, dental, and vision insurance plans for city employees. The total cost

DRAFT

for those is slightly more than $1.6 million for the 2019-2020 plan year. And the city received substantial increases, after a 1% decrease because the city's experience was only 75%, which is very low. Others in the pool were over that, and caused the large increase. Because of the increases, staff began analyzing possibilities for better control of future costs. Several options were considered, including the possibility of a change in the type of insurance. Right now, the city is in a pool. There are options to self-insure, fully insure, or the captive self-insurance plan. Staff prepared a request for qualifications and sent it to 8 brokers. The advantage of a broker is the negotiation of health insurance premiums, assistance with receipt of claims and utilization data, utilization meetings to enable better decision-making regarding coverage and wellness program incentives. Currently, the city is not allowed to view the claims data. MPR does not share that information. Staff are unable to have strategic planning on how to handle or reduce claims. A broker will allow staff to have evaluation of short and long-term goals related to the provision of health, dental, and vision insurance. They will be able to create a long-term strategy for continued provision of the city's insurances and be able to evaluate alternative plan designs. Currently, MPR is the decision making body. Staff received three proposals, which were reviewed by a 6-person panel. The selection committee unanimously recommended CBIZ, not just because of price, but also because of the services they would offer. Abramovitz noted the cost for broker services is in addition to the health, dental, and vision insurance premiums and associated expenses currently paid by the city. Staff believes the specialized services provided by a broker to be an essential component to long term planning for future insurance coverage and subsequent costs with the best interest of the city and employees in mine. In addition, the city is buying access to the data. MPR won't provide it, not only to the city but all of their pool members. The city can then be more focused on controlling long-term costs. CBIZ came in a little higher than $32,000 per year, but staff negotiated a better rate.

Mayor Shute expressed his shock that the insurer won't disclose insurance data to their clients. Abramovitz said they gave a 10,000-foot view of the city's claims, very broad data. MPR has it, but won't provide it. Because of that, they will ask the employees to fill out a health questionnaire that will be private and will go to the broker. Human Resources won't see it. Mayor Shute asked Attorney Lowe if this is common practice for insurers to withhold claim information from a client for their internal employees? Lowe has not seen his before, but he doesn't often deal with what insurers do. One issue may be that MPR is in multiple states and there may be cross-jurisdictional issues with Missouri, different protections for insurers. Abramovitz said they asked the city to sign an agreement that they know they won't get claims data. Shute said when there's a 20% increase from one year to the next, and Councilmember Melton inserted that they can't find out why because they won't share the information, and that's a problem.

Councilmember Baldwin said this is a three-year agreement, but if they can't get the data from MPR and will rely on asking employees for the information, what does the city get over the three years? The broker can't do anything with our provider, what are they bringing to the table. The first year, they collect data to evaluate the 2nd year, are they are planning to transition 100% by the third year based on something staff can see in a survey? Abramovitz said the city has to give MPR a 90 day notice to drop out of the pool. Assuming this is approved, that's what staff will do and use the broker to get detailed information that is normally received from the insurer. Baldwin asked does the city want to pay a broker to provide their expertise to provide what the market is going to charge before we drop out of MPR and find it to be 50% with someone else. Abramovitz said they have 90 days prior to July 1, so staff will move quickly to get the information form employees and get bids prior to dropping MPR. If the bids come in higher than MPR, they will stay with MPR. Baldwin said if the decision is going to be known by April, why is there a 3 year contract, to review this every year for three years? Abramovitz said the contract with the insurance company will only be for 1 year, and will have to be re-bid every year. Baldwin said if they don't get everything in place this year they'll be using MPR for another year. Abramovitz can't say that won't happen, but CBIZ has worked with other cities who transitioned out of MPR and understand the urgency and got employees to fill out the information needed. Councilmember Melton clarified Baldwin's concerns that they will be end up with MPR and will also be paying CBIZ as well. Baldwin confirmed and said the benefit of the broker is to have an alternative, but if they don't use an alternative because it's not advantageous or didn't meet a deadline,

then what. Melton asked if there is a way out of the contract, Gregorcyk also asked if there's a 90-day with CBIZ. Abramovitz said there is, and the contract is in the packet.

Director Wolff added if the city gets bids and they are all close, but MPR is slightly cheaper, it would be worth paying a premium to get more access to data to get into a better position for long term savings. Councilmember Baldwin said the city is large enough he could see it self-insuring at some point. Wolff said that's something to consider as they build data over the next two-three years, they'll have enough data to make that decision.

Councilmember Winters said if they move quickly, this will go into effect July 1, at the start of the new benefit year. Mayor Shute asked when open enrollment begins. Abramovitz said that starts in May. Shute said they would have to make a selection by April to have the notice to MPR, then benefits open enrollment with the new insurer wrapped up by June to have a transition done. Shute said there were a lot of eyes on this, management was significant.

Councilmember Melton made a motion to authorize the City Administrator to enter into a three-year agreement with CBIZ Benefits & Insurance Services, Inc. for employee benefits consulting services at a rate of $32,000 per year.

Councilmember Winters Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried. (Gregorcyk absent)

2. Consider adopting an ordinance amending the City of Gardner's Base Salary Structure-Fiscal Year 2019-2020

Human Resources Manager Alan Abramovitz recommends adopting this ordinance to add a job title of Detective Sergeant. The addition of a Detective Sergeant position classification will better facilitate direct supervision of the Investigations Division. Currently, the three detectives report directly to the Administration Captain. The Captain is not in direct contact with the detectives on a daily basis. This recommended position will not be an addition to the staff. It's not an additional FTE. It will be a promotion and then refill the person's position. If the most qualified candidate for the position is not currently assigned to Investigations, one of the current detectives will be moved back to patrol. If one of the current detectives is the most qualified, they will be promoted to Sergeant and there will be no backfilling of the detective position at this time. The Patrol Division has three sergeants and three corporals that directly interact and supervise the patrol officers. The Patrol Sergeant reports directly to the Operations Captain. The creation of the Detective Sergeant position will bring the Investigations Division into line with the Patrol Division and allow for better direct supervision. This position classification is requested to improve direct supervision and prepare the division for future growth. The estimated annual cost of a promotion to this position is $3,438.24, calculated by figuring a 5% increase on the highest-paid detective.

Councilmember Melton asked when this job will go out, is there a process? Chief Belcher said they will move quickly once approved. They have a process they've been working on and changed some promotional processes and transfer processes. It will move quickly.

Councilmember Melton made a motion to adopt an ordinance adopting a revised City of Gardner Base Salary Structure-Fiscal Year 2019-2020.

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2645.

Baldwin	Yes
Gregorcyk:	Yes

DRAFT

Melton:	Yes
Roberts:	Yes
Winters:	Yes

3. Consider accepting voluntary annexations with landowner consent

Business & Economic Development Director Larry Powell said these annexations are made up of a total of 6 parcels with 5 landowners. This is similar to the very first annexation they approved when there were multiple landowners in a string attached to the city. All of the paperwork is in place, consents are signed, and the deeds and legal notices are in order and written up in the ordinance.

Councilmember Gregorcyk asked if it's allowed for City Administrator Pruetting to be the notary on file. Director Powell asked if this is directed to the fact that he's the City Administrator. Gregorcyk confirmed. Powell said the activity for the notary is simply to verify that the person has been properly identified as the owner of the property who is signing the annexation form. That is a requirement for the state statute, to quantify the ownership. It can be done by any notary, and he was the notary that happened to be available that day.

Councilmember Melton made a motion to accept the Voluntary Consent Annexation Agreements and Consent Annexation Requests from the property owners identified within and adopt an ordinance annexing land to the City of Gardner, Kansas.

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2646.

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

4. Consider accepting a voluntary annexation with landowner consent

Business & Economic Development Director Larry Powell stated this is a standalone annexation. This is a property that was passed by when they annexed along 199th. The property owner needed more time to review the process, and they have since decided they wish to participate in the annexation process. They have signed the forms and paperwork is now before council.

Councilmember Melton made a motion to accept the Voluntary Consent Annexation request of Susan J Lowe and adopt an ordinance annexing land to the City of Gardner, Kansas.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2647.

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

DRAFT

5. Consider adopting an Ordinance to condemn land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a raw water lines and improvements attendant thereto from Hillsdale Lake to the City's Hillsdale Water Treatment Plant located within Miami County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land as described

Utilities Director Gonz Garcia said the Hillsdale plant expansion includes a 24" raw water line from the intake at Hillsdale Lake to the treatment plant. The retained Burns & McDonnell to support with easement acquisition. They started in October, engaging with property owners. There has been a lot of meetings and conversations, but to date there are no signed agreements. Director Garcia and CAS Constructors, the builder for the expansion, met with 8 out of 10 property owners to explain the impact of the work and how this will impact their property. Last week, they received a counter offer from one landowner, and they are evaluating it. Staff and the city attorney recommend approving an ordinance to proceed with eminent domain.

Bill Osborne, 27223 W. 235rd St., has been thinking back to his family's long-standing history in Gardner. He spent his entire life here and calls it his hometown. He understands the procedure and what they will vote on tonight, but he never thought, after all these years, he would be standing before the City Council of Gardner facing condemnation of a portion of his land.

Mayor Shute clarified that this is an ordinance that would allow us to seek condemnation, not initiating condemnation. Director Garcia confirmed. Shute said allows for the initiation of the process if negotiated settlements cannot be reached with landowners. Director Garcia confirmed. Garcia stated what he said to property owners over the weekend, it's his hope to reach an agreement before reaching condemnation since the process takes between 30-6- days, and the schedule to install the raw water line begins on March 20. There isn't much time, so eminent domain seems like the right way to go. Mayor Shute said the only reason we are using this approach is because of the schedule for the water line to be installed as part of the expansion of the Hillsdale plant. Garcia confirmed, and they have not received any counters offers except one. Mayor Shute said they don't want to go to condemnation on any property. That is something not done in frivolous manner. This is something they know is a last resort and they don't want to have it happen, but it's an option available if there are no other options.

Councilmember Gregorcyk understands the construction start time is March 2020, but when is the last deadline to get landowners on board? Director Garcia said 20-30 days. Gregorcyk asked if Garcia has latitude to work with the landowners on behalf of the city? Garcia confirmed.

Councilmember Baldwin asked is it lack of communication on someone's part? Director Garcia has heard several things, it was the holidays for one. The other issue is the raw water line alignment was not correctly described on the documentation. They are making corrections based on the input they received. Mayor Shute said the reason they are having this problem is because when the original raw water line was put in, they never got easements. Director Garcia corrected, stating they didn't have easements on the Corps of Engineers, but they had easements on all the other property owners. The problem was in final engineering, they identified that the existing raw water line is not in the center of the easement, it's along one side at the edge of the easement. That created issues determining the best alignment for the new raw water line. Mayor Shute asked if they are working directly with property owners to identify the correct location and the optimal amount of land that has to be acquired. Garcia confirmed, Burns & McDonnell took their comments from the initial conversations and revised the original diagram to accommodate their concerns.

Mayor Shute said they are doing everything they can with the landowners to get this done amicably.

Councilmember Melton made a motion to adopt an ordinance condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a raw water lines and improvements attendant thereto from Hillsdale Lake to the City's Hillsdale Water Treatment Plant located within Miami 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.

DRAFT

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2648.

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

Mayor Shute advised that they are doing everything they can to do this without eminent domain. Councilmember Gregorcyk agreed, they will work to see if everyone can agree.

COUNCIL UPDATES

Director Wolff stated that city staff has started the budgeting process. They will be working on that through the rest of the month and February. He plans to bring VERP and CIP to council for discussion in March.

Director Garcia said this was in the Friday Minute Memo, but Hillsdale annexation was declined, not approved by the Miami County board of commissioners by a vote of three to two. Mayor Shute asked what was the primary reason for that? Garcia said one issue brought to commissioners was that by annexing Hillsdale to the city, the city can expedite permit and review processes. They asked their county administrator if the county could expedite permits for the city, and they can. They didn't think the city's arguments were justified, because they can process the permits within the same time frame as the city. Right now they are reviewing two building plans, and the next one is a filter house and they already reviewed that plan and issued permit. They are working with the city to make sure construction is not delayed. Mayor Shute asked if there have been other municipalities that have island annexed in Miami County? Director Garcia said that's the argument, all the other annexations have been within Miami County, there is nothing from a different county doing an island annexation. Mayor Shute asked if that was a concern with the Miami County commissioners? Garcia confirmed and said he will get a written response as to why they denied the annexation next week. Mayor Shute said they would all like to see it. Councilmember Baldwin asked if they addressed how City Attorney Denk stipulated that the city wasn't trying to make this a land grab or future expansion, this was just about that specific area. Director Garcia said the concern was if they annex Hillsdale to the City of Gardner in Johnson County, what would prevent Wichita from annexing anything in Miami County into their city? Baldwin said the same thing would stop that, the commissioners. Garcia said the commissioners said there's nothing to prevent other cities for doing the same thing. During the hearing, there was an 8 or 9 page document, and he hopes to have it soon so council can read it.

Mayor Shute said next month there are deadlines for spring sport sign-ups, correct? Director Bruce said they are gathering applications for spring sports and seasonal employment. Mayor Shute said seasonal employment applications are being accepted, correct? Director Bruce confirmed they are being accepted until February 1. Shute said if anyone wants to be a seasonal employee, please get an application at City Hall or online. Director Bruce corrected, stating that the seasonal application process is 100% paperless.

Director Powell thanked the council for appointing Kacy Deaton and Eric Hansen to the Planning Commission. That fills out the commission and they will attend next week's meeting. Staff will meet with them and do some in-house training before the meeting. There will be additional training later in the year for the whole commission. Powell apologized for the error in term dates. He noted that Scott Boden's term expires in March. He was asked if he is interested in continuing. He confirmed and will be sending in his application soon. Director Powell noted for the public that in an effort to keep the planning items on track, they were going to host a public hearing for CUP permit for the Hillsdale plant. They set this assuming the annexation would pass. It was scheduled for the next Planning Commission meeting. They sent notices to the landowners in Miami County about this. This has now

been withdrawn because the annexation was not approved. They will not be holding that public hearing at the next meeting. Staff will post on the website and have already sent letters to the landowners to notify them that this was canceled. Powell just wanted to publicly state that for the general public in case they had seen this information.

Director Kramer said potholes are still there, but they are getting filled. He noted that during the last snow storm, crews worked 288 hours, but 212 were overtime. They got a lot of compliments on their work from the public. Kramer thanked other staff from other departments for their help, they often get overlooked. Public Works gets assistance from Line Maintenance and recently two police officers. They have staff scheduled over the next two days and overnight to begin work on the next storm; the area is in a winter storm advisory. Mayor Shute said they are experiencing 80% of additional hours in overtime. Is that going to impact budget? Is that because they are short-staffed in the department? Director Kramer said the last storm was primarily over the weekend, and that's where the overtime is more prevalent. As compared to 2018, they are in good shape.

Councilmember Gregorcyk thanked Director Powell for clarifying the notary issue. Gregorcyk thanked Daneeka Marshall-Oquendo. He and his daughter came to the Martin Luther King exhibit. The school did a good job of educating her on MLK Day, but coming to City Hall to see it and explain it to her and interact was great. They were able to drill into it. It was a great dad/daughter moment. Gregorcyk asked Chief Belcher if there are any concerns with coverage on 199th St. There was a news story, and he wanted to follow up and make sure they have what they need. Chief Belcher said they are out there quite often. He has no concerns with covering the road or having a presence from his perspective. City Administrator Pruetting said they got a media request, and redirected it to Edgerton and the County because it wasn't in Gardner. Mayor Shute said that was at 207th St. and Gardner Road. Pruetting said their interest was in truck traffic. It was a truck driver involved. The media wanted to put the focus on Gardner, but they directed them to the appropriate jurisdiction. Gregorcyk said that's why he asked about 199th, making sure the city was covered. He appreciates the service by Gardner Police. Mayor Shute clarified the news story. It started with a comment about the accident that got picked up by the news. It was an unfortunate event as a truck driver was outside of his rig and was struck on the road. It was off Gardner Road and 207th Street, which is outside of city limits. It's in the county, but does underline some issues with truck traffic on farm roads that are happening throughout southwest Johnson County, not just 199th Street. The city is significantly increasing enforcement on 199th Street and it's making a positive impact. He commended Gardner Police for their work on that.

Councilmember Melton asked how does the Parks department handle applications for those who don't have access to a computer? Director Bruce said they have iPads available to use at City Hall.

Councilmember Winters thanked staff and council for moving to the CivicRec system. He didn't care for the old system. He's happy to be upgrading and thinks everyone will enjoy the new system. It's a user friendly site.

Mayor Shute said Daneeka Marshall-Oquendo is the finest communications manager in the KC Area. She did an amazing job on the Martin Luther King, Jr. exhibit. He's discussed how to keep the exhibit for longer than a weekend, possibly for the entire month for Black History month. The weather impacted visitors because schools were closed, but there was still a good and steady turn-out. He said it's the finest display he's seen of its type and for the space, but if they find more space and more time, they could have the event longer. Councilmembers Melton and Gregorcyk asked if they can explore hosting it at the Justice Center? Staff will discuss. Mayor Shute said they will have to discuss that because the community room is being used heavily, but they may find a place for it. Chief Belcher asked if it's for scheduling the event at the Justice Center? Staff can talk about that and work something out. Mayor Shute said even if it's for more than just a Friday/Monday, because the work that went into that event deserves to be celebrated and seen by more people. Mayor Shute strongly encourages citizens to apply for Gardner You. The deadline is today; it's important to learn about how the city works. Apply for seasonal parks positions; they need people.

EXECUTIVE SESSION

DRAFT

1. Consider entering into executive session to discuss personnel matters relating to non-elected personnel.

Recess into executive session pursuant to K.S.A. 75-4319 (b) (1), to discuss personnel matters relating to non-elected personnel beginning at 8:31 pm; returning to regular session at 8:51 pm.

Councilmember Melton made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b) (1), to discuss personnel matters relating to non-elected personnel, beginning at 8:31 p.m.; and returning to regular session at 8:51 p.m.

Councilmember Winters seconded.

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

Councilmember Melton made a motion to resume regular session at 8:51 p.m.;

Councilmember Baldwin seconded.

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

2. Consider entering into executive session to discuss matters of attorney-client privilege regarding pending litigation.

Recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege relating to pending litigation beginning at 8:52 pm; returning to regular session at 9:07 pm.

Councilmember Melton made a motion to recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege relating to pending litigation beginning at 8:52 p.m.; and returning to regular session at 9:07 p.m.

Councilmember Baldwin seconded.

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

Councilmember Gregorcyk made a motion to resume regular session at 9:07 p.m.;

Councilmember Baldwin seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Melton and seconded by Councilmember Gregorcyk the meeting adjourned at 9:07 p.m.

_____
City Clerk

DRAFT

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
0004265	00	ACCESS INFORMATION PROTECTED							
7870723		000898		00	01/17/2020	001-1150-411.31-15	OFF-SITE STORAGE	1,070.39	
							VENDOR TOTAL *	1,070.39	
0099999	00	ADVANCE EROSION SOLUTION							
000063349		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND	288.90	
							VENDOR TOTAL *	288.90	
0004834	00	ADVENTHEALTH							
566037		000899		00	01/17/2020	601-1230-412.31-15	RANDOM	EFT:	30.00
565785		000900		00	01/17/2020	601-1230-412.31-15	HEP VACCINE	EFT:	45.00
							VENDOR TOTAL *	.00	75.00
0004216	00	ADVENTURE ZIP KC LLC							
070420		000077		00	01/17/2020	001-6110-461.54-51	4TH OF JULY ZIPLINE	EFT:	3,150.00
							VENDOR TOTAL *	.00	3,150.00
0000029	00	ALTEC INDUSTRIES, INC.							
50520845		000048		00	01/17/2020	501-4130-441.44-02	REPAIRS TRUCK #403	EFT:	632.59
							VENDOR TOTAL *	.00	632.59
0004220	00	AMERICAN TEXTILE MILLS, INC							
21207		000078		00	01/17/2020	001-3116-431.52-20	RAGS	EFT:	65.88
21207		000079		00	01/17/2020	001-3120-431.52-20	RAGS	EFT:	65.88
21207		000080		00	01/17/2020	603-3150-431.52-01	PAPER TOWELS	EFT:	198.96
							VENDOR TOTAL *	.00	330.72
0001986	00	ANIXTER, INC.							
4478021-00		000049		00	01/17/2020	501-4130-441.52-31	HARDWARE & PARTS	EFT:	2,289.17
4475977-00		000050		00	01/17/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	2,019.81
4467329-02		000051		00	01/17/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	1,650.01
4457754-03		000052		00	01/17/2020	501-4130-441.52-31	CONNECTORS	EFT:	230.12
4478021-02		000053		00	01/17/2020	501-4130-441.52-31	CABLE TERMINATORS	EFT:	622.16
							VENDOR TOTAL *	.00	6,811.27
0003515	00	AUGUSTINE EXTERMINATORS INC							
2233815		000901		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	48.00
2233829		000902		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.00
2233829		000903		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.00
2233880		000904		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	38.00
2233834		000905		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.00
2233881		000906		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	38.00
2233839		000907		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	48.00
2233876		000908		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	48.00
2233840		000909		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.00
2233818		000910		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.00
2233817		000911		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.00
2233826		000912		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	38.00
2233821		000913		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	57.00
2233820		000914		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	48.00

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
0003515	00	AUGUSTINE EXTERMINATORS INC							
2233891		000915		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2233816		000916		00	01/17/2020	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.00
							VENDOR TOTAL *	.00	654.00
0004465	00	AXON ENTERPRISE, INC.							
SI-1633428		PI0026	007239	00	01/08/2020	001-2120-421.52-20	TASERS & ACCESSORIES	EFT:	8,760.00
							VENDOR TOTAL *	.00	8,760.00
0000064	00	BIG O TIRES							
016001-125824		000929		00	01/17/2020	001-2120-421.43-05	MOUNT & BALANCE TIRES 105	EFT:	70.00
016001-124896		000930		00	01/17/2020	001-2120-421.43-05	MOUNT & BALANCE TIRES 103	EFT:	171.99
							VENDOR TOTAL *	.00	241.99
0099999	00	BLACKWELL, SANDEL							
000060239		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND	100.00	
							VENDOR TOTAL *	100.00	
0001984	00	BSN SPORTS, LLC							
907799269		000917		00	01/17/2020	001-6110-461.47-53	BASKETBALLS	EFT:	109.08
							VENDOR TOTAL *	.00	109.08
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
4		PI0019	007179	00	01/10/2020	521-4240-442.61-03	WTP EXPANSION	EFT:	359,498.94
							VENDOR TOTAL *	.00	359,498.94
0000001	00	CENTURYLINK							
313696625 1/20		000054		00	01/17/2020	001-3116-431.40-03	MONTHLY BILLING	19.88	
313696625 1/20		000055		00	01/17/2020	001-3120-431.40-03	MONTHLY BILLING	36.91	
							VENDOR TOTAL *	56.79	
0002321	00	CES							
OLA/049579		000918		00	01/17/2020	501-4120-441.43-02	SUMP PUMP REPAIR #3	EFT:	18.79
							VENDOR TOTAL *	.00	18.79
0000429	00	CINTAS FIRE PROTECTION							
8404458108		000920		00	01/17/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	58.07
8404458108		000919		00	01/17/2020	501-4130-441.31-15	MONTHLY BILLING	EFT:	206.65
8404458108		000921		00	01/17/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	133.25
8404458108		000923		00	01/17/2020	531-4320-443.31-15	MONTHLY BILLING	EFT:	58.71
8404458108		000922		00	01/17/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	133.26
							VENDOR TOTAL *	.00	589.94
0000069	00	COLEMAN EQUIPMENT, INC.							
22416		000924		00	01/17/2020	001-6120-461.43-02	KUBOTA REPAIR	EFT:	315.69
							VENDOR TOTAL *	.00	315.69
0003582	00	CONTECH ENGINEERED SOLUTIONS LLC							
19812397		000058		00	01/17/2020	001-3120-431.52-08	STORM DRAIN EXTENSION	784.88	
							VENDOR TOTAL *	784.88	
0003716	00	DATAPROSE							

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
0003716	00	DATAPROSE							
DP1904349		000925		00	01/17/2020	604-1320-413.31-15	MONTHLY BILLING	EFT:	6,741.48
							VENDOR TOTAL *	.00	6,741.48
0004096	00	DESIGN 4 SPORTS							
34846		000056		00	01/17/2020	001-6110-461.47-53	LITTLE BALLERS 1ST GRADE	EFT:	506.50
34848		000056		00	01/17/2020	001-6110-461.47-53	LITTLE BALLERS K & UNDER	EFT:	821.50
							VENDOR TOTAL *	.00	1,328.00
0004952	00	DIAZ, STEPHANIE							
01202020		000042		00	01/17/2020	001-1310-413.46-01	GFOA ACCOUNTING ACADEMY	630.40	
							VENDOR TOTAL *	630.40	
0004408	00	DORMAKABA USA, INC							
543037		000927		00	01/17/2020	401-2120-421.61-03	INSTALL OPERATORS	EFT:	4,316.54
							VENDOR TOTAL *	.00	4,316.54
0004622	00	EBIX, INC							
623270		000056		00	01/17/2020	601-1230-412.46-02	2020 TOP HEALTH NEWSLETTR	EFT:	671.40
							VENDOR TOTAL *	.00	671.40
0004632	00	ENERFAB							
90525234		000927		00	01/17/2020	531-4320-443.31-15	BLOWER STARTER	EFT:	97.65
							VENDOR TOTAL *	.00	97.65
0004946	00	EVERGY							
2424383255		1/20000056		00	01/17/2020	521-4220-442.40-05	MONTHLY BILLING	15,841.51	
9279570154		1/20000056		00	01/17/2020	521-4220-442.40-05	MONTHLY BILLING	6,007.07	
							VENDOR TOTAL *	21,848.58	
0003725	00	FRANKS, JAROD							
01222020		000041		00	01/17/2020	501-4120-441.46-01	T&D SWITCHING WORKSHOP	60.50	
							VENDOR TOTAL *	60.50	
0000086	00	GALLS, LLC							
014720564		000056		00	01/17/2020	001-2130-421.53-02	SHIRTS - MILLER	EFT:	251.93
							VENDOR TOTAL *	.00	251.93
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.							
6146		PI0024	007230	00	01/01/2020	001-2130-421.31-17	ANIMAL SHELTER FEES 1ST Q	23,700.00	
							VENDOR TOTAL *	23,700.00	
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01012020		000059		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01012020		000060		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
01012020		000061		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01012020		000062		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01012020		000063		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
01012020		000064		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01012020		000065		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00

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
0001101	00	GARDNER DISPOSAL SERVICE, INC.								
01012020		000066		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING		EFT:	36.00
01012020		000067		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING		EFT:	30.00
01012020		000068		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING		EFT:	25.00
01012020		000069		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING		EFT:	25.00
01012020		000070		00	01/17/2020	603-3150-431.40-02	MONTHLY BILLING		EFT:	36.00
							VENDOR TOTAL *		.00	431.00
0000181	00	GRAINGER								
9017942492		000056		00	01/17/2020	521-4220-442.52-01	NOTICE SIGN		EFT:	77.08
9016664774		000056		00	01/17/2020	521-4220-442.52-01	TRAFFIC SIGN		EFT:	141.08
							VENDOR TOTAL *		.00	218.16
0001536	00	ICE-MASTERS, LLC								
120634		000071		00	01/17/2020	001-3120-431.44-02	ICE MACHINE RENTAL		EFT:	30.00
120633		000056		00	01/17/2020	501-4130-441.44-02	ICE MACHINE RENTAL		EFT:	83.00
120634		000073		00	01/17/2020	521-4230-442.44-02	ICE MACHINE RENTAL		EFT:	31.00
120634		000072		00	01/17/2020	531-4330-443.44-02	ICE MACHINE RENTAL		EFT:	31.00
							VENDOR TOTAL *		.00	175.00
0000102	00	ICMA RETIREMENT TRUST - 457								
265559		000084		00	01/17/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	7,538.99
							VENDOR TOTAL *		.00	7,538.99
0004633	00	INTEGRITY LOCATING SERVICES, LLC								
3742		000939		00	01/17/2020	001-3120-431.31-15	LOCATING SERVICE		EFT:	1,814.50
3742		000936		00	01/17/2020	501-4130-441.40-06	LOCATING SERVICE		EFT:	1,814.50
3742		000937		00	01/17/2020	521-4230-442.40-06	LOCATING SERVICE		EFT:	1,814.50
3742		000938		00	01/17/2020	531-4330-443.40-06	LOCATING SERVICE		EFT:	1,814.50
							VENDOR TOTAL *		.00	7,258.00
0099999	00	JAIMES, LAURA								
000060931		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND		64.79	
							VENDOR TOTAL *		64.79	
0000405	00	JOHNSON COUNTY GOVERNMENT								
154382		PI0023	007238	00	12/31/2019	001-2110-421.31-11	4TH QTR PRISONER BOARDING		7,665.00	
							VENDOR TOTAL *		7,665.00	
0002760	00	KA-COMM, INC								
171826		PI0022	007237	00	12/17/2019	001-2120-421.52-20	PORTABLE RADIOS		EFT:	9,447.42
171826		000933		00	01/20/2019	001-2120-421.52-20	PORTABLE RADIOS		EFT:	30.00
							VENDOR TOTAL *		.00	9,477.42
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.								
15023		000056		00	01/17/2020	601-1230-412.46-01	KMU TRAINING PROGRAM		EFT:	3,375.00
							VENDOR TOTAL *		.00	3,375.00
0001446	00	KMEA EMP #1 OPERATING ACCT								
EMP1-GD-2019-12000927				00	01/17/2020	501-0000-351.13-00	DOGWOOD INJECTION		EFT:	115,632.24-

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
0001446	00	KMEA EMP #1 OPERATING ACCT								
EMP1-GD-2019-12000927				00	01/17/2020	501-4120-441.41-01	EMP + DOGWOOD		EFT:	261,920.61
							VENDOR TOTAL *		.00	146,288.37
0003513	00	KMEA- DOGWOOD								
KMEA-DG-GR-2002000056				00	01/17/2020	501-4120-441.41-01	MONTHLY BILLING		EFT:	242,211.30
							VENDOR TOTAL *		.00	242,211.30
0002489	00	KPERS								
1521332		000085		00	01/17/2020	721-0000-202.03-01	011620 PAY PERIOD	CHECK #:	112	110.49
1521343		000086		00	01/17/2020	721-0000-202.03-01	011620 PAY PERIOD	CHECK #:	112	39,827.86
							VENDOR TOTAL *		.00	39,938.35
0003568	00	KPERS RETIREMENT								
1521353		000087		00	01/17/2020	721-0000-202.03-03	011620 PAY PERIOD	CHECK #:	118	585.29
							VENDOR TOTAL *		.00	585.29
0002490	00	KPF								
1521358		000088		00	01/17/2020	721-0000-202.03-02	011620 PAY PERIOD	CHECK #:	113	27,960.67
							VENDOR TOTAL *		.00	27,960.67
0004769	00	KRONOS SAASHR, INC								
11551517		000927		00	01/17/2020	602-1340-413.47-05	MONTHLY BILLING		EFT:	1,652.06
							VENDOR TOTAL *		.00	1,652.06
0099999	00	KUECK, GAVIN								
000061379		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND		45.28	
							VENDOR TOTAL *		45.28	
0001103	00	KUTAK ROCK LLP								
2658410		000046	007235	00	01/17/2020	001-1305-413.31-01	2014B ARBITRAGE CALC.		EFT:	1,500.00
							VENDOR TOTAL *		.00	1,500.00
0004413	00	LASER EQUIPMENT								
679981		000056		00	01/17/2020	001-2110-421.52-20	PRINTER CARTRIDGES		EFT:	830.00
							VENDOR TOTAL *		.00	830.00
0004949	00	LEGAL RECORD, THE								
L84070		000056		00	01/17/2020	001-7110-471.47-01	LEGAL NOTICE		11.48	
							VENDOR TOTAL *		11.48	
0004921	00	LIFETEC, INC.								
62046		PI0025	007232	00	01/06/2020	001-2120-421.52-20	WORKOUT EQUIPMENT		EFT:	8,947.45
							VENDOR TOTAL *		.00	8,947.45
0099999	00	MACKE, MICHELLE								
000063439		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND		93.09	
							VENDOR TOTAL *		93.09	
0003179	00	MCELDOWNEY, TIM								

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
0003179	00	MCELDOWNEY, TIM							
01132020		000075		00	01/17/2020	001-3130-431.46-01	MILEAGE REIMBURSEMENT	17.25	
							VENDOR TOTAL *	17.25	
0003838	00	MEGA INDUSTRIES CORP							
3-PW1703		PI0020	007194	00	01/09/2020	401-6120-461.62-23	KILL CREEK TRAIL	EFT:	42,348.83
							VENDOR TOTAL *	.00	42,348.83
0099999	00	MEYER COMPANIES							
000062567		UT		00	01/14/2020	501-0000-229.00-00	FINAL BILL REFUND	407.50	
							VENDOR TOTAL *	407.50	
0003579	00	MID-STATES MATERIALS LLC							
86298		000940		00	01/17/2020	001-3120-431.52-08	3" SCREENED	215.71	
85937		000941		00	01/17/2020	001-3120-431.52-08	6" DITCH LINER	311.54	
							VENDOR TOTAL *	527.25	
0004879	00	MKEC ENGINEERING, INC.							
162081		PI0030	007142	00	01/07/2020	117-3130-431.62-07	MOONLIGHT RD SAFE ROUTES	EFT:	3,000.00
							VENDOR TOTAL *	.00	3,000.00
0004735	00	NAVY BRAND MFG CO							
67578		000056		00	01/17/2020	521-4230-442.52-20	ODOR NEUTRILIZER	EFT:	87.93
67578		000056		00	01/17/2020	531-4330-443.52-20	ODOR NEUTRILIZER	EFT:	87.94
							VENDOR TOTAL *	.00	175.87
0000489	00	NEW DIRECTIONS BEHAVIORAL HEALTH							
INV-723		000056		00	01/17/2020	601-1230-412.31-15	QUARTERLY BILLING	EFT:	671.60
							VENDOR TOTAL *	.00	671.60
0000256	00	OTTAWA COOP							
48397 12/19		000927		00	01/17/2020	001-3120-431.52-09	FUEL	238.47	
48397 12/19		000927		00	01/17/2020	521-4220-442.52-09	FUEL	335.11	
48397 12/19		000927		00	01/17/2020	531-4320-443.52-09	FUEL	125.01	
							VENDOR TOTAL *	698.59	
0001569	00	PAYCOR, INC							
9449047		000089		00	01/17/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	543.62
							VENDOR TOTAL *	.00	543.62
0001835	00	PHELPS ENGINEERING, INC							
33893		PI0018	007054	00	01/10/2020	001-3130-431.31-10	ENGINEERING SERVICES	EFT:	2,221.00
							VENDOR TOTAL *	.00	2,221.00
0000149	00	PRAXAIR DISTRIBUTION INC							
94066531		000927		00	01/17/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	151.85
94077758		000927		00	01/17/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	52.38
							VENDOR TOTAL *	.00	204.23
0004072	00	PROFESSIONAL ENGINEERING CONSULTANT							

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
0004072	00	PROFESSIONAL ENGINEERING CONSULTANT							
521120		PI0027	007240	00	10/29/2019	551-4540-445.62-10	SANITARY SEWER EXTENSION	135.00	
521254		PI0028	007240	00	11/26/2019	551-4540-445.62-10	SANITARY SEWER EXTENSION	740.00	
521455		PI0029	007240	00	12/24/2019	551-4540-445.62-10	SANITARY SEWER EXTENSION	4,228.40	
							VENDOR TOTAL *	5,103.40	
0003110	00	REJIS COMMISSION							
430868		000931		00	01/17/2020	001-2110-421.31-15	SET UP NEW ACCOUNT	EFT:	22.50
							VENDOR TOTAL *	.00	22.50
0004120	00	RIVERGROUP DESIGN							
GRD065		000056		00	01/17/2020	001-1120-411.54-51	MLK EXHIBIT SIGNS	1,013.80	
							VENDOR TOTAL *	1,013.80	
0003945	00	SANTA FE STORAGE, LLC							
10728		000056		00	01/17/2020	001-6110-461.44-02	JANUARY STORAGE	EFT:	845.00
10489		000927		00	01/17/2020	603-3150-431.44-01	STORAGE RENTAL	EFT:	1,650.00
							VENDOR TOTAL *	.00	2,495.00
0004886	00	SANTARINI, JEFF							
01222020		000043		00	01/17/2020	501-4120-441.46-01	T&D SWITCHING WORKSHOP	60.50	
							VENDOR TOTAL *	60.50	
0001305	00	SCOTT RICE OFFICE WORKS							
343894		000927		00	01/17/2020	401-2120-421.61-03	RE-DESIGN ERGO ASSESSMENT	EFT:	2,507.54
							VENDOR TOTAL *	.00	2,507.54
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000646		00	01/14/2020	001-1110-411.54-51	ALL STAR AWARDS - LEN	EFT:	80.00
12/2019		000647		00	01/14/2020	001-1110-411.54-51	THE UPS STORE 5784	EFT:	20.80
12/2019		000650		00	01/14/2020	001-1110-411.54-51	QUEEN'S PRICE CHOPPER #1	EFT:	14.32
12/2019		000651		00	01/14/2020	001-1110-411.54-51	SQ ACA CATERING	EFT:	353.50
12/2019		000652		00	01/14/2020	001-1110-411.54-51	WM SUPERCENTER #5307	EFT:	28.92
12/2019		000653		00	01/14/2020	001-1110-411.54-51	SQ IN FULL BLOOM T	EFT:	135.00
12/2019		000649		00	01/14/2020	001-1120-411.54-51	PAYPAL BOOKWORMAPP EBAY	EFT:	35.49
12/2019		000654		00	01/14/2020	001-1120-411.52-20	AMZN MKTP US Y66M56MD3	EFT:	39.50
12/2019		000655		00	01/14/2020	001-1120-411.47-04	USPS PO 1983660533	EFT:	110.00
12/2019		000657		00	01/14/2020	001-1120-411.52-20	PRIDE CLEANERS #24	EFT:	84.00
12/2019		000668		00	01/14/2020	001-1120-411.52-20	ADOBE ACROPRO SUBS	EFT:	16.41
12/2019		000648		00	01/14/2020	001-1130-411.31-15	CANVA 02532-1374105	EFT:	12.95
12/2019		000656		00	01/14/2020	001-1140-411.46-01	WM SUPERCENTER #5307	EFT:	34.49
12/2019		000658		00	01/14/2020	001-1140-411.47-01	PRICE CHOPPER #117	EFT:	3.49
12/2019		000659		00	01/14/2020	001-1140-411.46-01	SQ GAMBINO'S PIZZA	EFT:	36.38
12/2019		000660		00	01/14/2020	001-1140-411.46-01	SQ GAMBINO'S PIZZA	EFT:	37.58
12/2019		000661		00	01/14/2020	001-1140-411.46-01	SQ GAMBINO'S PIZZA	EFT:	99.43
12/2019		000662		00	01/14/2020	001-1140-411.46-01	CHIPOTLE ONLINE	EFT:	1,283.96
12/2019		000663		00	01/14/2020	001-1140-411.46-01	GAMBINOS PIZZA - GARDNER	EFT:	48.22
12/2019		000664		00	01/14/2020	001-1140-411.46-01	GAMBINOS PIZZA - GARDNER	EFT:	49.32
12/2019		000665		00	01/14/2020	001-1140-411.46-01	GAMBINOS PIZZA - GARDNER	EFT:	49.32-
12/2019		000666		00	01/14/2020	001-1140-411.46-01	GAMBINOS PIZZA - GARDNER	EFT:	48.22-

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
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000667		00	01/14/2020	001-1140-411.52-20	WM SUPERCENTER #5307	EFT:	12.78
12/2019		000673		00	01/14/2020	001-1150-411.52-20	STAPLS7227738965000003	EFT:	11.36
12/2019		000674		00	01/14/2020	001-1150-411.52-20	STAPLS7227738965000004	EFT:	20.49
12/2019		000675		00	01/14/2020	001-1150-411.52-20	STAPLS7227738965000001	EFT:	10.39
12/2019		000676		00	01/14/2020	001-1150-411.52-20	STAPLS7227738965000002	EFT:	10.39
12/2019		000670		00	01/14/2020	001-1310-413.46-01	WSU MARKETPLACE	EFT:	525.00
12/2019		000679		00	01/14/2020	001-1330-413.52-20	STAPLS7227685930000001	EFT:	61.28
12/2019		000682		00	01/14/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	23.13
12/2019		000687		00	01/14/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	8.98
12/2019		000688		00	01/14/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	7.99
12/2019		000689		00	01/14/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	26.87
12/2019		000690		00	01/14/2020	001-2110-421.52-20	AMZN MKTP US FS6DJ97S3	EFT:	25.56
12/2019		000691		00	01/14/2020	001-2110-421.52-20	AMZN MKTP US	EFT:	25.56-
12/2019		000693		00	01/14/2020	001-2110-421.52-20	AMAZON.COM XK8VD50M3	EFT:	14.29
12/2019		000696		00	01/14/2020	001-2110-421.52-20	TRAILS WEST ACE HDWE	EFT:	6.99
12/2019		000698		00	01/14/2020	001-2110-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	551.15
12/2019		000710		00	01/14/2020	001-2110-421.52-20	FLAGSOURCE UNLIMITED	EFT:	147.55
12/2019		000711		00	01/14/2020	001-2110-421.46-02	AMAZON PRIME	EFT:	119.00
12/2019		000713		00	01/14/2020	001-2110-421.52-20	AMZN MKTP US T91VI50J3	EFT:	48.75
12/2019		000715		00	01/14/2020	001-2110-421.52-20	AMZN MKTP US 8I3CH3E43	EFT:	6.92
12/2019		000716		00	01/14/2020	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	57.92
12/2019		000692		00	01/14/2020	001-2120-421.52-20	DXE MEDICAL INC	EFT:	482.00
12/2019		000694		00	01/14/2020	001-2120-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	230.62
12/2019		000695		00	01/14/2020	001-2120-421.52-20	WAL-MART #5307	EFT:	10.28
12/2019		000699		00	01/14/2020	001-2120-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	225.25
12/2019		000700		00	01/14/2020	001-2120-421.43-05	WM SUPERCENTER #5307	EFT:	7.94
12/2019		000701		00	01/14/2020	001-2120-421.53-02	GT DISTRIBUTORS INC	EFT:	920.00
12/2019		000702		00	01/14/2020	001-2120-421.53-02	QUALIFICATION TARGETS	EFT:	99.61
12/2019		000703		00	01/14/2020	001-2120-421.46-01	DRONE LAUNCH AC	EFT:	149.00
12/2019		000704		00	01/14/2020	001-2120-421.43-05	TRAILS WEST ACE HDWE	EFT:	14.73
12/2019		000705		00	01/14/2020	001-2120-421.43-05	TRAILS WEST ACE HDWE	EFT:	25.98
12/2019		000706		00	01/14/2020	001-2120-421.46-01	GLOCK PROFESSIONAL INC	EFT:	250.00
12/2019		000707		00	01/14/2020	001-2120-421.46-01	BLUE SHIELD TACTICAL SYST	EFT:	115.00
12/2019		000709		00	01/14/2020	001-2120-421.46-01	BLUE SHIELD TACTICAL SYST	EFT:	109.25-
12/2019		000714		00	01/14/2020	001-2120-421.52-20	AMZN MKTP US 2Q5HN9JP3	EFT:	9.99
12/2019		000717		00	01/14/2020	001-2120-421.46-01	NATIONAL TACTICAL OFFICE	EFT:	586.00
12/2019		000718		00	01/14/2020	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	22.74
12/2019		000719		00	01/14/2020	001-3110-431.52-20	MICRO CENTER #191 RETAIL	EFT:	22.96
12/2019		000720		00	01/14/2020	001-3110-431.52-20	MICRO CENTER #191 RETAIL	EFT:	86.96
12/2019		000724		00	01/14/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	15.78
12/2019		000728		00	01/14/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	15.99
12/2019		000729		00	01/14/2020	001-3116-431.52-20	FASTENAL COMPANY 01KSKA3	EFT:	23.16
12/2019		000730		00	01/14/2020	001-3116-431.52-20	ORSCHELN FARM AND HOME ST	EFT:	5.48
12/2019		000742		00	01/14/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	19.96
12/2019		000747		00	01/14/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	3.98
12/2019		000753		00	01/14/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	37.77
12/2019		000725		00	01/14/2020	001-3120-431.52-04	ROYAL METAL INDUSTRIES	EFT:	22.00
12/2019		000726		00	01/14/2020	001-3120-431.52-04	TRAILS WEST ACE HDWE	EFT:	20.98
12/2019		000731		00	01/14/2020	001-3120-431.52-16	O'REILLY AUTO PARTS 354	EFT:	7.56

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
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000732		00	01/14/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	124.15
12/2019		000733		00	01/14/2020	001-3120-431.52-16	NAPA AUTO PARTS GARDNER	EFT:	25.48
12/2019		000734		00	01/14/2020	001-3120-431.52-04	O'REILLY AUTO PARTS 354	EFT:	40.62
12/2019		000735		00	01/14/2020	001-3120-431.52-16	NAPA AUTO PARTS GARDNER	EFT:	22.13-
12/2019		000736		00	01/14/2020	001-3120-431.52-16	NAPA AUTO PARTS GARDNER	EFT:	44.26
12/2019		000737		00	01/14/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	248.30
12/2019		000738		00	01/14/2020	001-3120-431.52-16	SMITTYS LAWN & GARDEN EQU	EFT:	367.18
12/2019		000739		00	01/14/2020	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	81.99
12/2019		000740		00	01/14/2020	001-3120-431.52-20	O'REILLY AUTO PARTS 354	EFT:	14.27
12/2019		000741		00	01/14/2020	001-3120-431.52-16	AMERICAN EQUIPMENT CO	EFT:	232.38
12/2019		000743		00	01/14/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	11.36
12/2019		000745		00	01/14/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	12.89
12/2019		000746		00	01/14/2020	001-3120-431.53-02	NAPA AUTO PARTS GARDNER	EFT:	13.53
12/2019		000748		00	01/14/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	5.90
12/2019		000749		00	01/14/2020	001-3120-431.43-02	O'REILLY AUTO PARTS 354	EFT:	12.47
12/2019		000752		00	01/14/2020	001-3120-431.52-16	SPRAYER SPECIALITIES, INC	EFT:	15.47
12/2019		000761		00	01/14/2020	001-3120-431.52-02	THE HOME DEPOT 2218	EFT:	302.97
12/2019		000762		00	01/14/2020	001-3120-431.52-02	MID-STATES RENTAL (GARDNE	EFT:	239.00
12/2019		000763		00	01/14/2020	001-3120-431.52-10	FASTENAL COMPANY 01KSKA3	EFT:	47.95
12/2019		000764		00	01/14/2020	001-3120-431.52-20	CHINA TASTE	EFT:	84.05
12/2019		000765		00	01/14/2020	001-3120-431.52-20	SQ GAMBINO'S PIZZA	EFT:	50.29
12/2019		000766		00	01/14/2020	001-3120-431.52-20	SQ GAMBINO'S PIZZA	EFT:	.35-
12/2019		000721		00	01/14/2020	001-3130-431.52-20	AMZN MKTP US QZ3DZ9F93	EFT:	18.59
12/2019		000722		00	01/14/2020	001-3130-431.52-20	AMAZON.COM 9195J9JR3 AMZN	EFT:	3.98
12/2019		000723		00	01/14/2020	001-3130-431.52-20	AMAZON.COM IC5TC3I03 AMZN	EFT:	48.38
12/2019		000850		00	01/14/2020	001-6105-461.46-02	KANSAS RECREATION & PARK	EFT:	700.00
12/2019		000848		00	01/14/2020	001-6110-461.47-54	WM SUPERCENTER #5307	EFT:	200.00
12/2019		000849		00	01/14/2020	001-6110-461.47-54	SQ GROUNDHOUSE COFFEE	EFT:	100.00
12/2019		000854		00	01/14/2020	001-6110-461.54-51	INSTAFUN K INSTAFUNKC	EFT:	275.00
12/2019		000856		00	01/14/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	89.70
12/2019		000857		00	01/14/2020	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	158.78
12/2019		000859		00	01/14/2020	001-6110-461.47-53	THE UPS STORE 5784	EFT:	41.79
12/2019		000860		00	01/14/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	75.00
12/2019		000861		00	01/14/2020	001-6110-461.54-51	AMAZON.COM A50IU9SG3 AMZN	EFT:	21.11
12/2019		000862		00	01/14/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	19.74
12/2019		000863		00	01/14/2020	001-6110-461.54-51	DOLLAR-GENERAL #1347	EFT:	15.00
12/2019		000864		00	01/14/2020	001-6110-461.54-51	WAL-MART #0577	EFT:	77.04
12/2019		000865		00	01/14/2020	001-6110-461.54-51	DOLLAR-GENERAL #7805	EFT:	20.00
12/2019		000866		00	01/14/2020	001-6110-461.54-51	WAL-MART #0577	EFT:	50.00
12/2019		000867		00	01/14/2020	001-6110-461.54-51	WAL-MART #5307	EFT:	66.23
12/2019		000868		00	01/14/2020	001-6110-461.54-51	AMZN MKTP US 3L68Z5413 AM	EFT:	6.98
12/2019		000869		00	01/14/2020	001-6110-461.54-51	WAL-MART #5307	EFT:	12.90-
12/2019		000870		00	01/14/2020	001-6110-461.54-51	MICHAELS STORES 7819	EFT:	34.50
12/2019		000871		00	01/14/2020	001-6110-461.54-51	MICHAELS STORES 5166	EFT:	12.60
12/2019		000872		00	01/14/2020	001-6110-461.54-51	WAL-MART #0577	EFT:	38.62
12/2019		000873		00	01/14/2020	001-6110-461.54-51	WAL-MART #0577	EFT:	24.00
12/2019		000874		00	01/14/2020	001-6110-461.54-51	USPS PO 1933770514	EFT:	.70
12/2019		000883		00	01/14/2020	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	9.99
12/2019		000852		00	01/14/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13

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
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000853		00	01/14/2020	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	67.28
12/2019		000858		00	01/14/2020	001-6120-461.52-01	AMZN MKTP US OO7E02TT3	EFT:	22.32
12/2019		000875		00	01/14/2020	001-6120-461.52-01	BLEDSOES EQUIPMENT INC	EFT:	55.37
12/2019		000876		00	01/14/2020	001-6120-461.43-05	O'REILLY AUTO PARTS 354	EFT:	29.94
12/2019		000877		00	01/14/2020	001-6120-461.43-05	QT 249	EFT:	56.10
12/2019		000878		00	01/14/2020	001-6120-461.43-05	PHILLIPS 66 - X PRESS	EFT:	10.00
12/2019		000879		00	01/14/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	112.89
12/2019		000880		00	01/14/2020	001-6120-461.43-05	PHILLIPS 66 - X PRESS	EFT:	10.00
12/2019		000881		00	01/14/2020	001-6120-461.43-02	WM SUPERCENTER #5307	EFT:	95.20
12/2019		000882		00	01/14/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	49.45
12/2019		000884		00	01/14/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	19.99
12/2019		000885		00	01/14/2020	001-6120-461.52-01	ETRAILER CORPORATION	EFT:	36.53
12/2019		000886		00	01/14/2020	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	19.98
12/2019		000887		00	01/14/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	4.78
12/2019		000888		00	01/14/2020	001-6120-461.43-02	HARRISON MACHINE SHOP AND	EFT:	25.00
12/2019		000889		00	01/14/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	36.36
12/2019		000890		00	01/14/2020	001-6120-461.52-01	KC BOBCAT	EFT:	22.11
12/2019		000851		00	01/14/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
12/2019		000855		00	01/14/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	125.00
12/2019		000891		00	01/14/2020	001-7110-471.46-02	AMERICAN PLANNING A	EFT:	500.00
12/2019		000892		00	01/14/2020	001-7110-471.46-02	AMERICAN PLANNING A	EFT:	631.00
12/2019		000893		00	01/14/2020	001-7110-471.52-20	STAPLS7227936322000004	EFT:	24.97
12/2019		000894		00	01/14/2020	001-7110-471.52-20	STAPLS7227936322000002	EFT:	9.99
12/2019		000895		00	01/14/2020	001-7110-471.52-20	STAPLS7227936322000005	EFT:	41.78
12/2019		000896		00	01/14/2020	001-7110-471.52-20	STAPLS7227936322000001	EFT:	14.99
12/2019		000683		00	01/14/2020	401-2120-421.61-03	AMAZON.COM FP2ME4FJ3	EFT:	327.99
12/2019		000684		00	01/14/2020	401-2120-421.61-03	WAYFAIR WAYFAIR	EFT:	226.99
12/2019		000685		00	01/14/2020	401-2120-421.61-03	POWER EQUIP DIRECT	EFT:	1,438.99
12/2019		000686		00	01/14/2020	401-2120-421.61-03	WAYFAIR WAYFAIR	EFT:	246.99
12/2019		000697		00	01/14/2020	401-2120-421.61-03	SMITTYS LAWN & GARDEN EQU	EFT:	593.99
12/2019		000712		00	01/14/2020	401-2120-421.61-03	AMZN MKTP US K435H1DT3 AM	EFT:	155.98
12/2019		000790		00	01/14/2020	501-4110-441.52-09	PHILLIPS 66 - MINIT MART	EFT:	30.00
12/2019		000781		00	01/14/2020	501-4120-441.52-20	STAPLS7228021304000001	EFT:	15.98
12/2019		000783		00	01/14/2020	501-4120-441.46-01	KANSAS MUNICIPAL UTILITIE	EFT:	400.00
12/2019		000784		00	01/14/2020	501-4120-441.61-06	ADOBE ACROSTD	EFT:	327.33
12/2019		000785		00	01/14/2020	501-4120-441.52-12	BIERERMETERS	EFT:	910.00
12/2019		000786		00	01/14/2020	501-4120-441.52-12	JM TEST SYSTEMS INC	EFT:	534.41
12/2019		000787		00	01/14/2020	501-4120-441.52-12	ORSCHELN FARM AND HOME ST	EFT:	28.45
12/2019		000788		00	01/14/2020	501-4120-441.52-12	TRAILS WEST ACE HDWE	EFT:	7.21
12/2019		000777		00	01/14/2020	501-4130-441.52-20	STAPLS7227835991000001	EFT:	16.79
12/2019		000778		00	01/14/2020	501-4130-441.52-20	AMAZON.COM DB5OB78G3 AMZN	EFT:	31.96
12/2019		000779		00	01/14/2020	501-4130-441.52-20	WALMART.COM 8009666546	EFT:	15.61
12/2019		000780		00	01/14/2020	501-4130-441.52-20	WALMART.COM 8009666546	EFT:	109.39
12/2019		000791		00	01/14/2020	501-4130-441.52-20	NAPA AUTO PARTS GARDNER	EFT:	132.94
12/2019		000792		00	01/14/2020	501-4130-441.52-20	STANION WHOLESALE EL	EFT:	358.60
12/2019		000793		00	01/14/2020	501-4130-441.52-20	OLATHE WINLECTRIC CO	EFT:	45.29
12/2019		000794		00	01/14/2020	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	159.61
12/2019		000795		00	01/14/2020	501-4130-441.52-04	INLAND TRUCK PARTS	EFT:	12.48
12/2019		000796		00	01/14/2020	501-4130-441.52-04	COLEMAN EQUIPMENT BONNER	EFT:	42.23

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
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000797		00	01/14/2020	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	69.62
12/2019		000798		00	01/14/2020	501-4130-441.52-12	HARBOR FREIGHT TOOLS 619	EFT:	34.73
12/2019		000799		00	01/14/2020	501-4130-441.52-04	COLEMAN EQUIPMENT BONNER	EFT:	92.17
12/2019		000800		00	01/14/2020	501-4130-441.52-09	OLATHE FORD RV CENTER STO	EFT:	21.07
12/2019		000801		00	01/14/2020	501-4130-441.52-12	FASTENAL COMPANY 01KSKA3	EFT:	5.39
12/2019		000802		00	01/14/2020	501-4130-441.52-12	HARBOR FREIGHT TOOLS 619	EFT:	19.26
12/2019		000803		00	01/14/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	28.38
12/2019		000804		00	01/14/2020	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	30.17
12/2019		000789		00	01/14/2020	521-4220-442.52-20	MENARDS 3343	EFT:	252.79
12/2019		000805		00	01/14/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	38.72
12/2019		000806		00	01/14/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	70.90
12/2019		000807		00	01/14/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	67.95
12/2019		000808		00	01/14/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.48
12/2019		000809		00	01/14/2020	521-4220-442.52-02	HARBOR FREIGHT TOOLS 619	EFT:	516.84
12/2019		000810		00	01/14/2020	521-4220-442.52-02	THE HOME DEPOT #2218	EFT:	138.94
12/2019		000811		00	01/14/2020	521-4220-442.52-20	O'REILLY AUTO PARTS 354	EFT:	77.52
12/2019		000812		00	01/14/2020	521-4220-442.52-02	TRAILS WEST ACE HDWE	EFT:	41.35
12/2019		000813		00	01/14/2020	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	97.95
12/2019		000814		00	01/14/2020	521-4220-442.52-02	LOWES #00721	EFT:	206.20
12/2019		000815		00	01/14/2020	521-4220-442.52-02	TRACTOR-SUPPLY-CO #0348	EFT:	49.98
12/2019		000816		00	01/14/2020	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	132.96
12/2019		000817		00	01/14/2020	521-4220-442.52-12	GRAINGER	EFT:	70.50
12/2019		000818		00	01/14/2020	521-4220-442.52-20	CHLORINE INSTITUTE INCOR	EFT:	98.95
12/2019		000819		00	01/14/2020	521-4220-442.52-01	INTERSTATE ELECTRICAL SUP	EFT:	295.00
12/2019		000820		00	01/14/2020	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	33.98
12/2019		000828		00	01/14/2020	521-4220-442.52-02	MID-STATES RENTAL (GARDNE	EFT:	17.00
12/2019		000829		00	01/14/2020	521-4220-442.52-02	O'REILLY AUTO PARTS 354	EFT:	19.99
12/2019		000832		00	01/14/2020	521-4220-442.52-04	TRAILS WEST ACE HDWE	EFT:	28.98
12/2019		000727		00	01/14/2020	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	26.99
12/2019		000744		00	01/14/2020	521-4230-442.52-04	NAPA AUTO PARTS GARDNER	EFT:	11.36
12/2019		000776		00	01/14/2020	521-4230-442.52-20	STAPLS7227835991000001	EFT:	129.84
12/2019		000821		00	01/14/2020	521-4230-442.52-02	FASTENAL COMPANY 01KSKA3	EFT:	39.69
12/2019		000822		00	01/14/2020	521-4230-442.52-02	WAL-MART #5307	EFT:	10.97
12/2019		000823		00	01/14/2020	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	5.99
12/2019		000824		00	01/14/2020	521-4230-442.52-20	WAL-MART #5307	EFT:	52.06
12/2019		000825		00	01/14/2020	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	2.68
12/2019		000826		00	01/14/2020	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	11.37
12/2019		000827		00	01/14/2020	521-4230-442.53-02	E EDWARDS WORK WEAR (OLA	EFT:	306.00
12/2019		000831		00	01/14/2020	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	3.99
12/2019		000833		00	01/14/2020	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	5.59
12/2019		000834		00	01/14/2020	521-4230-442.52-09	TRAILS WEST ACE HDWE	EFT:	41.94
12/2019		000750		00	01/14/2020	531-4320-443.52-04	NAPA AUTO PARTS GARDNER	EFT:	8.76
12/2019		000830		00	01/14/2020	531-4320-443.53-02	E EDWARDS WORK WEAR (OLA	EFT:	180.00
12/2019		000835		00	01/14/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	15.58
12/2019		000836		00	01/14/2020	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	45.98
12/2019		000837		00	01/14/2020	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	30.26
12/2019		000838		00	01/14/2020	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	86.85
12/2019		000839		00	01/14/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	59.96
12/2019		000840		00	01/14/2020	531-4320-443.43-02	HANNA RUBBER CO.	EFT:	350.00

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
0004830	00	SECURITY BANKCARD CENTER							
12/2019		000841		00	01/14/2020	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	16.48
12/2019		000842		00	01/14/2020	531-4320-443.43-05	OLATHE FREIGHTLINER SALE	EFT:	13.82
12/2019		000843		00	01/14/2020	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	17.99
12/2019		000844		00	01/14/2020	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	17.99
12/2019		000775		00	01/14/2020	531-4330-443.52-20	STAPLS7227835991000001	EFT:	129.83
12/2019		000782		00	01/14/2020	531-4330-443.52-20	STAPLS7228021304000002	EFT:	53.42
12/2019		000751		00	01/14/2020	551-4520-445.43-03	ORSCHELN FARM AND HOME ST	EFT:	17.98
12/2019		000754		00	01/14/2020	551-4520-445.52-20	THE HOME DEPOT #2218	EFT:	194.91
12/2019		000755		00	01/14/2020	551-4520-445.43-03	ORSCHELN FARM AND HOME ST	EFT:	9.15
12/2019		000756		00	01/14/2020	551-4520-445.43-03	ORSCHELN FARM AND HOME ST	EFT:	22.24
12/2019		000757		00	01/14/2020	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	4.38
12/2019		000758		00	01/14/2020	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	5.96
12/2019		000759		00	01/14/2020	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	13.97
12/2019		000760		00	01/14/2020	551-4520-445.43-03	TRAILS WEST ACE HDWE	EFT:	36.58
12/2019		000845		00	01/14/2020	551-4520-445.43-02	NAPA AUTO PARTS GARDNER	EFT:	3.69
12/2019		000846		00	01/14/2020	551-4520-445.52-04	HUGHEY & PHILLIPS LLC	EFT:	341.31
12/2019		000847		00	01/14/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	15.96
12/2019		000669		00	01/14/2020	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	156.52
12/2019		000671		00	01/14/2020	601-1230-412.31-15	DILLONS #0019	EFT:	79.43
12/2019		000672		00	01/14/2020	601-1230-412.31-15	PRICE CHOPPER #117	EFT:	77.83
12/2019		000680		00	01/14/2020	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.87
12/2019		000681		00	01/14/2020	602-1340-413.52-06	AMZN MKTP US GA3DS4HC3 AM	EFT:	29.98
12/2019		000708		00	01/14/2020	603-3150-431.42-01	AMAZON.COM CC0AI2H73 AMZN	EFT:	250.44
12/2019		000767		00	01/14/2020	603-3150-431.52-01	GERKEN RENT ALL GARDNER	EFT:	17.28
12/2019		000768		00	01/14/2020	603-3150-431.52-01	TRIANGLE SALES INC	EFT:	420.00
12/2019		000769		00	01/14/2020	603-3150-431.44-02	MID-STATES RENTAL (GARDNE	EFT:	100.00
12/2019		000770		00	01/14/2020	603-3150-431.52-01	RAMAIR, INC.	EFT:	402.24
12/2019		000771		00	01/14/2020	603-3150-431.52-01	INNOVATIVE TECH SOLUTIONS	EFT:	522.10
12/2019		000772		00	01/14/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	1.10
12/2019		000773		00	01/14/2020	603-3150-431.52-01	CES 491	EFT:	38.00
12/2019		000774		00	01/14/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	24.07
12/2019		000677		00	01/14/2020	604-1320-413.52-20	STAPLS7228012180000001	EFT:	313.36
12/2019		000678		00	01/14/2020	604-1320-413.52-20	WAL-MART #5307	EFT:	21.61
							VENDOR TOTAL *	.00	27,188.10
0001162	00	SENSUS USA INC							
ZZ20200038		000056		00	01/17/2020	602-1340-413.47-05	ANNUAL SOFTWARE RENEWAL	EFT:	1,715.95
							VENDOR TOTAL *	.00	1,715.95
0004179	00	SHELTON, BILL ALAN							
01132020		000081		00	01/17/2020	551-4520-445.31-15	SNOW REMOVAL	875.00	
							VENDOR TOTAL *	875.00	
0000161	00	SIGN HERE, INC.							
23739		000082		00	01/17/2020	001-3120-431.43-05	DOOR DECALS	EFT:	278.40
23746		000056		00	01/17/2020	501-4120-441.52-01	DANGER SIGNS	EFT:	457.28
23740		000056		00	01/17/2020	531-4320-443.52-04	TRUCK NUMBERS #704	EFT:	18.50
							VENDOR TOTAL *	.00	754.18
0099999	00	SIMON, AARON							

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
0099999	00	SIMON, AARON							
000061187		UT		00	01/15/2020	501-0000-229.00-00	MANUAL CHECK	32.97	
							VENDOR TOTAL *	32.97	
0001709	00	SPRINT							
403233312-217		000056		00	01/17/2020	001-1120-411.40-03	MONTHLY BILLING	EFT:	38.30
403233312-217		000056		00	01/17/2020	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.30
403233312-217		000056		00	01/17/2020	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.30
403233312-217		000056		00	01/17/2020	001-3110-431.40-03	MONTHLY BILLING	EFT:	10.00
403233312-217		000056		00	01/17/2020	001-3116-431.40-03	MONTHLY BILLING	EFT:	38.30
403233312-217		000056		00	01/17/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	131.83
403233312-217		000056		00	01/17/2020	001-3130-431.40-03	MONTHLY BILLING	EFT:	76.60
403233312-217		000056		00	01/17/2020	001-6105-461.40-03	MONTHLY BILLING	EFT:	239.80
403233312-217		000056		00	01/17/2020	001-6120-461.40-03	MONTHLY BILLING	EFT:	136.46-
403233312-217		000056		00	01/17/2020	001-7110-471.40-03	MONTHLY BILLING	EFT:	53.30
403233312-217		000056		00	01/17/2020	001-7120-471.40-03	MONTHLY BILLING	EFT:	114.90
403233312-217		000056		00	01/17/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	76.60
403233312-217		000056		00	01/17/2020	501-4120-441.40-03	MONTHLY BILLING	EFT:	75.23
403233312-217		000056		00	01/17/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	151.71
403233312-217		000056		00	01/17/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	151.83
403233312-217		000056		00	01/17/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-217		000056		00	01/17/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	65.23
403233312-217		000056		00	01/17/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	118.97
403233312-217		000056		00	01/17/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	141.83
403233312-217		000056		00	01/17/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	561.30
403233312-217		000056		00	01/17/2020	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.30
403233312-217		000056		00	01/17/2020	604-1320-413.40-03	MONTHLY BILLING	EFT:	143.84
							VENDOR TOTAL *	.00	2,188.01
0001566	00	STAPLES BUSINESS ADVANTAGE							
8056985191		000056		00	01/17/2020	001-1310-413.52-20	OFFICE SUPPLIES	EFT:	40.99
							VENDOR TOTAL *	.00	40.99
0004613	00	SUMNER, JULIE							
01142020		000076		00	01/17/2020	001-3110-431.46-01	MILEAGE REIMBURSEMENT	32.78	
							VENDOR TOTAL *	32.78	
0004785	00	SUMNERONE, INC							
2407067		000056		00	01/17/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	262.57
							VENDOR TOTAL *	.00	262.57
0002081	00	SYNAGRO CENTRAL							
11743		000927		00	01/17/2020	531-4320-443.47-39	SLUDGE HAUL	EFT:	1,547.68
							VENDOR TOTAL *	.00	1,547.68
0000174	00	TAPCO PRODUCTS CO.							
44851		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	38.89
46255		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	38.89
47293		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	38.89
48342		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	38.89

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
0000174	00	TAPCO PRODUCTS CO.							
49380		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
46258		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	7.45
48345		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	7.45
46258		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	7.45
48345		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	7.45
46260		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.65
48346		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	18.65
46268		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.70
48351		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.70
46267		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	21.65
48352		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	21.65
44836		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.26
47280		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.26
49365		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
44852		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	10.55
46257		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	10.55
47294		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	10.55
48343		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	10.55
49381		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
44848		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.75
46234		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	86.17
47291		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.75
48320		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.75
49377		000927		00	01/17/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
							VENDOR TOTAL *	.00	698.64
0000176	00	TIME WARNER CABLE							
25056001010520		000056		00	01/17/2020	602-1340-413.47-05	MONTHLY BILLING	44.37	
							VENDOR TOTAL *	44.37	
0002248	00	TRI-STAR SEED CO							
134271		000927		00	01/17/2020	521-4220-442.52-13	CHEMICALS	EFT:	800.00
							VENDOR TOTAL *	.00	800.00
0000366	00	WARDROBE CLEANERS INC.							
12312019		000932		00	01/17/2020	001-2120-421.42-02	DRY CLEANING	481.00	
							VENDOR TOTAL *	481.00	
0000681	00	WATER ENVIRONMENT FEDERATION							
01798906 2020		000056		00	01/17/2020	531-4320-443.46-02	RENEWAL - STEVE DUKE	EFT:	85.00
01777578 2020		000056		00	01/17/2020	531-4320-443.46-02	RENEWAL - MILLHOLLAND	EFT:	85.00
							VENDOR TOTAL *	.00	170.00
0099999	00	WILLOW CHASE							
000037325		UT		00	01/15/2020	501-0000-229.00-00	MANUAL CHECK	44.52	
							VENDOR TOTAL *	44.52	
0003878	00	YATES ELECTRIC CO. INC.							
2008		000927		00	01/17/2020	001-6120-461.31-15	TIME CLOCK REPAIR	EFT:	239.86

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
0003878	00	YATES ELECTRIC CO. INC.							
							VENDOR TOTAL *	.00	239.86
							HAND ISSUED TOTAL ***		76,566.92
							EFT/EPAY TOTAL ***		906,211.32
							TOTAL EXPENDITURES ****	65,759.01	982,778.24
							GRAND TOTAL **********		1,048,537.25

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
0002636	00	ALTEC CAPITAL SERVICES, LLC							
996476		000102		00	01/24/2020	501-4130-441.44-02	LEASE RENTAL	EFT:	3,667.41
996477		000103		00	01/24/2020	501-4130-441.44-02	LEASE RENTAL	EFT:	3,502.11
996478		000104		00	01/24/2020	501-4130-441.44-02	LEASE RENTAL	EFT:	3,645.52
996479		000105		00	01/24/2020	501-4130-441.44-02	LEASE RENTAL	EFT:	4,620.94
							VENDOR TOTAL *	.00	15,435.98
0000029	00	ALTEC INDUSTRIES, INC.							
50518606		000944		00	01/24/2020	501-4130-441.43-05	ALTEC R&M VEHICLES	EFT:	3,311.66
50520850		000101		00	01/24/2020	501-4130-441.43-05	R&M VEHICLES	EFT:	486.62
							VENDOR TOTAL *	.00	3,798.28
0000056	00	AMERICAN EQUIPMENT CO.							
64059		PI0031	007195	00	01/11/2020	001-3120-431.61-09	DUMP TRUCK HYDRAULICS	EFT:	61,263.00
							VENDOR TOTAL *	.00	61,263.00
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT							
3303195		000106		00	01/24/2020	601-1230-412.45-02	AIRPORT LIABILITY RENEWAL	EFT:	3,504.00
							VENDOR TOTAL *	.00	3,504.00
0004860	00	AT&T MOBILITY							
287290344307X20000945				00	01/24/2020	001-2110-421.40-03	DEPT. CELL PHONES	1,388.76	
							VENDOR TOTAL *	1,388.76	
0002847	00	BLACK HILLS ENERGY							
4848285043 1/20000107				00	01/24/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,511.60
							VENDOR TOTAL *	.00	2,511.60
0003080	00	CATES HEATING & AIR COND SVC INC							
89665		000108		00	01/24/2020	603-3150-431.31-15	HVAC REPAIRS	EFT:	794.67
							VENDOR TOTAL *	.00	794.67
0000001	00	CENTURYLINK							
313440714 1/20		000110		00	01/24/2020	551-4520-445.40-03	MONTHLY BILLING	249.88	
320501840 1/20		000109		00	01/24/2020	602-1340-413.40-03	MONTHLY BILLING	61.71	
							VENDOR TOTAL *	311.59	
0000070	00	COLONIAL LIFE & ACCIDENT INS CO.							
8112369-0201163000111				00	01/24/2020	721-0000-202.03-07	CONTRIBUTIONS	EFT:	737.46
							VENDOR TOTAL *	.00	737.46
0004795	00	CRAFCO, INC.							
9402165644		000957		00	01/24/2020	001-3120-431.52-08	CRACK FILL SUPPLIES	EFT:	315.25
							VENDOR TOTAL *	.00	315.25
0099999	00	DANIEL LEWIS MATTISON							
71668		000097		00	01/24/2020	001-0000-228.30-00	CASH BOND REFUND	65.00	
							VENDOR TOTAL *	65.00	
0004405	00	DELUXE SMALL BUSINESS SALES, 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
0004405	00	DELUXE SMALL BUSINESS SALES, INC							
84499995		000113		00	01/24/2020	001-1310-413.52-20	ENVELOPES	184.01	
84499995		000112		00	01/24/2020	604-1320-413.52-20	ENVELOPES	184.01	
							VENDOR TOTAL *	368.02	
0002825	00	EHLERS							
82653		000958		00	01/24/2020	001-1130-411.31-15	PLAZA SOUTH DEVEL. ADV.	EFT:	2,375.00
82654		000959		00	01/24/2020	001-1130-411.31-15	WAVERLY PLAZA DEVEL. ADV.	EFT:	3,125.00
82652		000960		00	01/24/2020	001-1130-411.31-15	BONFIRE DEVEL. ADV.	EFT:	3,250.00
							VENDOR TOTAL *	.00	8,750.00
0001917	00	FLAME-OUT							
50649		000114		00	01/24/2020	603-3150-431.31-15	FIRE EXT. INSPECTIONS	EFT:	158.50
50649		000115		00	01/24/2020	603-3150-431.31-15	FIRE EXT. INSPECTIONS	EFT:	158.50
50649		000116		00	01/24/2020	603-3150-431.31-15	FIRE EXT. INSPECTIONS	EFT:	158.50
							VENDOR TOTAL *	.00	475.50
0000714	00	INDEPENDENT SALT CO							
0149522-IN		PI0033 007129		00	12/31/2019	001-3120-431.52-16	DE-ICING SALT	3,786.48	
							VENDOR TOTAL *	3,786.48	
0099999	00	KRYSTAL GUZMAN							
74542		000096		00	01/24/2020	001-0000-228.30-00	CASH BOND REFUND	375.00	
							VENDOR TOTAL *	375.00	
0004949	00	LEGAL RECORD, THE							
L84116		000117		00	01/24/2020	001-1150-411.47-01	ORDINANCE SUMMARY	3.93	
							VENDOR TOTAL *	3.93	
0001122	00	MADDEN RENTAL							
5101		000118		00	01/24/2020	551-4520-445.43-01	JAN. PORTABLE TOILET RENT	EFT:	175.00
							VENDOR TOTAL *	.00	175.00
0004953	00	MFA OIL COMPANY							
11302019		000946		00	01/24/2020	603-3150-431.52-09	DIESEL FUEL	EFT:	398.43
11302019		000947		00	01/24/2020	603-3150-431.52-09	DIESEL FUEL	EFT:	196.67
							VENDOR TOTAL *	.00	595.10
0099999	00	NICHOLAS IGOR SHELDON							
095191		000098		00	01/24/2020	001-0000-228.30-00	CASH BOND REFUND	150.00	
							VENDOR TOTAL *	150.00	
0002892	00	OVERLAND PARK CHAMBER OF COMMERCE							
67970		000961		00	01/24/2020	001-1110-411.54-51	CONVENER RECEPTION 2020	20.00	
67971		000962		00	01/24/2020	001-1110-411.54-51	CONVENER RECEPTION 2020	100.00	
							VENDOR TOTAL *	120.00	
0004836	00	PARKIT							
3755		000119		00	01/24/2020	001-6110-461.54-51	PARK. ATTENDANTS DEPOSIT	EFT:	740.00
							VENDOR TOTAL *	.00	740.00
0002280	00	POTTINGER, MARK							

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
0002280	00	POTTINGER, MARK							
12052019		000956		00	01/24/2020	001-3130-431.46-01	KU ASPHALT CONFERENCE	13.75	
01162020		000099		00	01/24/2020	001-3130-431.46-01	MILEAGE REIMB. 2019	40.60	
01162020		000100		00	01/24/2020	001-3130-431.46-01	MILEAGE REIMB. 2020	17.25	
							VENDOR TOTAL *	71.60	
0000946	00	RIGHT-WAY JANITORIAL INC							
2894		000120		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	2,044.00
2894		000121		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	195.03
2894		000122		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	322.00
2894		000123		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.62
2894		000124		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	322.00
2894		000125		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	35.62
2894		000126		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	504.00
2894		000127		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	63.94
2894		000128		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	575.00
2894		000129		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	49.68
2894		000130		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	560.00
2894		000131		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.58
2894		000132		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	700.00
2894		000133		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	92.15
2894		000134		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	3,534.38
2894		000135		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	152.20
2894		000136		00	01/24/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	96.13
							VENDOR TOTAL *	.00	9,298.33
0000160	00	SHAWNEE COPY CENTER INC.							
120417		000137		00	01/24/2020	001-1140-411.47-02	LETTERHEAD	EFT:	154.00
							VENDOR TOTAL *	.00	154.00
0004215	00	SISTERS ACT FACE PAINTING							
131		000138		00	01/24/2020	001-6110-461.54-51	4TH OF JULY FACE PAINT.	1,500.00	
							VENDOR TOTAL *	1,500.00	
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
01212020		000139		00	01/24/2020	105-1120-411.31-15	Q1 2020 DIAMOND LVL DUES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0004785	00	SUMNERONE, INC							
2314602		000963		00	01/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	294.14
2415842		000140		00	01/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	211.61
2414267		000141		00	01/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	65.88
							VENDOR TOTAL *	.00	571.63
0001126	00	VALIDITY SCREENING SOLUTIONS							
185542		000142		00	01/24/2020	001-1140-411.31-15	I-9'S	EFT:	36.00
185542		000143		00	01/24/2020	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	79.10
							VENDOR TOTAL *	.00	115.10
0003687	00	WATCHGUARD VIDEO							

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
0003687	00	WATCHGUARD VIDEO							
01152020		PI0032	007233	00	01/15/2020	602-1340-413.61-04	IN CAR CAMERAS	17,610.00	
							VENDOR TOTAL *	17,610.00	
0003221	00	WEX BANK							
63273873		000954		00	01/24/2020	001-3120-431.52-09	MONTHLY FUEL	EFT:	334.56
63273873		000948		00	01/24/2020	501-4120-441.52-09	MONTHLY FUEL	EFT:	123.73
63273873		000091		00	01/24/2020	501-4120-441.52-09	MONTHLY FUEL	EFT:	191.50
63273873		000949		00	01/24/2020	501-4130-441.52-09	MONTHLY FUEL	EFT:	1,202.19
63273873		000950		00	01/24/2020	521-4220-442.52-09	MONTHLY FUEL	EFT:	384.63
63273873		000092		00	01/24/2020	521-4220-442.52-09	MONTHLY FUEL	EFT:	36.23
63273873		000953		00	01/24/2020	521-4230-442.52-09	MONTHLY FUEL	EFT:	528.53
63273873		000094		00	01/24/2020	521-4230-442.52-09	MONTHLY FUEL	EFT:	104.91
63273873		000951		00	01/24/2020	531-4320-443.52-09	MONTHLY FUEL	EFT:	502.79
63273873		000093		00	01/24/2020	531-4320-443.52-09	MONTHLY FUEL	EFT:	47.50
63273873		000952		00	01/24/2020	531-4330-443.52-09	MONTHLY FUEL	EFT:	635.41
							VENDOR TOTAL *	.00	4,091.98
0000585	00	ZEP SALES & SERVICE							
9004838108		000144		00	01/24/2020	001-3120-431.52-20	HAND CLEANER	EFT:	106.99
							VENDOR TOTAL *	.00	106.99
							EFT/EPAY TOTAL ***		135,933.87
							TOTAL EXPENDITURES ****	25,750.38	135,933.87
							GRAND TOTAL **********		161,684.25

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: JAMES BELCHER, POLICE CHIEF

Agenda Item: Consider authorizing the purchase of four (4) 2020 Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford

Strategic Priority: Infrastructure and Asset Management

Department: Police Department

Staff Recommendation:

Staff recommends authorizing the purchase of four (4) 2020 Ford Police Interceptor Sport Utility Vehicles from Shawnee Mission Ford, utilizing the State of Kansas bid. The total cost for the four SUVs is $122,696.00. This figure reflects $8,500.00 in trade-in value offered by Shawnee Mission Ford for two (2) patrol cars being rotated out of the fleet.

Additional services totaling $59,292.89 will be obtained from Ka-Comm Inc. Additional services totaling $2,595.00 will be obtained from Sign Here Inc.

The total estimated cost for four new and four reassigned completed vehicles is $184,583.89.

Background/Description of Item:

The 2020 budget includes $176,000 for the purchase of four (4) 2020 Ford Police Interceptor SUVs for the Police Department. Below is the total cost to purchase the four SUVs, including equipment installation and decal costs for all four vehicles. The State of Kansas accepts bids from automobile dealerships across the state annually and selects the most competitive bid as what shall be offered to Kansas law enforcement agencies. Shawnee Mission Ford was awarded the state bid for 2020 Ford patrol vehicles.

The Gardner Police Department began utilizing Ka-Comm, Inc. in August of 2013 to purchase equipment necessary to outfit our patrol vehicles to include emergency lighting, siren/public address system, push bumpers, protective barriers including window bars, and mobile police radios. As of last year, Ka-Comm has been responsible for outfitting every patrol vehicle in the Gardner Police Department fleet, as well as servicing that equipment after installation. Because of their knowledge and experience of our needs as an agency, we continue to utilize Ka-Comm, Inc. to provide our vehicle equipment, radios, and installation/servicing.

Sign Here is a local Gardner business that has been providing graphics for patrol vehicles in our fleet since 2001. They also service the fleet when signage needs to be repaired or replaced.

Vehicle Cost - four (4) vehicles	**$122,696.00**
Equip/Radios/Installation	**$59,292.89**
Decal Installation	**$2,595.00**
Total estimated Cost for four (4) Ford SUVs	**$184,583.89**

Financial Impact:

As stated, the estimated total cost will be $184,583.89. It should be noted that the bid figures from Ka-Comm, Inc. include a 6% overage, in anticipation of cost increases consistent with physical changes made by the Ford Motor Company to their 2020 Ford Police Interceptor Sport Utility Vehicles. The actual need for modified or replacement parts will not be known until the vehicles come off the production line in the next few months.

The estimated total cost is $8,583.89 over the 2020 budget. In 2018, when this amount was budgeted, staff did not know that Ford was going to drastically change the 2020 vehicle. The vehicle is larger, which has made the purchase of several higher dollar interior parts necessary, as opposed to transferring them from the two vehicles being traded in. The additional purchase of these parts has caused the $8,583.89 overage.

Attachments included:

- Vehicle quote sheet from Shawnee Mission Ford
- Individual quote sheets for each vehicle from Ka-Comm
- Quote sheet from Sign Here
- State of Kansas Contract Award for Shawnee Mission Ford

Suggested Motion:

Authorize the City Administrator to purchase four (4) 2020 Ford Police Interceptor SUVs from Shawnee Mission Ford in the amount of $122,696.00, and the purchase and installation/transfer of equipment and radios from Ka-Comm, Inc. in the amount of $59,292.89, and the installation of vehicle graphics from Sign Here, Inc. in the amount of $2,595.00

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

January 2, 2020

Steve Benz
Gardner Police Department

2020 Ford Utility PI (**K8A**)

Exterior: Agate Black (**UM**)
Interior: Charcoal Cloth Front / Vinyl Rear (**96**)

Base Price:	$31,500		
Options:			
• Cargo Dome Lamp Red / White (**17T**)	$46		
• Unity LED Driver Side Spot Lamp (**51R**)	$359		
• Remote Keyless Entry (**55F**)	$309		
• Fleet Keyed Alike 1111X (**59J**)	$49		
• Reverse Sensors (**76R**)	$250		
• Courtesy Lamps Disable (**43D**)	$23		
• Trailer Wiring Harness (**52T**)	$73		
• Heated Exterior Mirrors (**549**)	$55		
• Global Lock Unlock (**18D**)	$NC		
• Tremco	$135		
• Hub Caps	$standard		
• Front pre Drilled Head Lamps	$standard		
• Basic Bluetooth	$standard		
• 3.3L V-6	$standard		
• Receiver Hitch	$standard		
• Rear Camera Display in Radio	$standard		
Total	$32,799	@ 4	$131,196

Thank you for your time and interest.
Sincerely,
Jay Cooper

Government Fleet Sales

KA-COMM, INC

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

Quote

Date	Quote #
1/20/2020	20590

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

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

Item	Description	Qty	Cost	Total
	VEHICLE CONVERSION - 116 STRIP GOES TO INVESTIGATIONS			
INSTALLATION	INSTALLATION/SETUP - STRIP EQUIPMENT	10	55.00	550.00
	UNKNOWN ADDITIONAL WORK NEEDED FOR INVESTIGATIONS			

Quote is valid for 90 days!

Subtotal	$550.00
Sales Tax (0.0%)	$0.00
Total	$550.00

Signature: _____

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/20/2020	20589

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

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

Item	Description	Qty	Cost	Total
	VEHICLE CONVERSION - 107 STRIP & EQUIPMENT TO 116 GHOST GRAPHIC			
	KCPD BPU CONTRACT KAC64106-01 PRICING APPLIED			
INSTALLATION	INSTALLATION/SETUP - STRIP OF 107	10	55.00	550.00
	NEW EQUIPMENT			
HB6PAK-R/B	HB6PAK-R/B, 6 LED LOW PROFILE HIDE-A-WAY DUAL COLOR RED/BLUE (REAR BUMPER)	4	85.64	342.56
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (SIDE MIRRORS)	2	127.84	255.68
MPSMW9-FPIU1...	MPSMW9-FPIU13MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	19.82	19.82
MPS1200U-BR	MPS1200U-BR, MICROPULSE ULTRA 1200 BLUE/RED (CARGO WINDOWS - NEW)	2	99.28	198.56
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT	2	10.23	20.46
MPSM6-FPIURS2	MPSM6-FPIURS2, KIT, BRACKET, MPS6/MPS6U, 6HD SPOILER MOUNT, FPIU (REAR SPOILER - NEW)	1	103.55	103.55
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR SPOILER - NEW)	6	81.60	489.60

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/20/2020	20589

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

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

Item	Description	Qty	Cost	Total
153100	153100, 100AMP CIRCUIT BREAKER	1	49.50	49.50
59140-040	59140-040, N.C. MAGNETIC REED SWITCH	1	7.87	7.87
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	17.78	17.78
44235	44235, ROUND ROCKER SWITCH	1	3.69	3.69
RFT1202-2T	RFT1202-2T, TNC MALE CONNECTOR, NICKEL, GOLD, TEFLON	1	8.60	8.60
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	410.00	410.00
INSTALLATION	INSTALLATION/SETUP - NEW BUILD 116	33	55.00	1,815.00
	NOT INCLUSIVE OF CHANGE ORDERS OR ITEMS DISCOVERED NOT TO TRANSFER			

Quote is valid for 90 days!

Subtotal	$4,292.67
Sales Tax (0.0%)	$0.00
Total	$4,292.67

Signature: _____

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/12/2020	20541

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

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

Item	Description	Qty	Cost	Total
	NEW VEHICLE UNIT 121 UNMARKED (2020 FORD PI UTILITY) USING 116 USED EQUIPMENT WHERE WE CAN KCPD BPU CONTRACT KAC64106-01 PRICING APPLIED			
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE, ACCOMODATES THE LT7600 (NOT INCLUDED), OEM USB & 12V OUTLET MOUNTING, ALLOWS 5 PIECES MOUNTED, FLOORPLATE NOT REQUIRED	1	384.75	384.75
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	27.14	27.14
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN FACEPLATE	1	0.00	0.00
02.0393	02.0393, MACOMM M7300 REMOTE HEAD FACEPLATE	1	0.00	0.00
SHIPPING	SHIPPING AND HANDLING - D&R	1	65.00	65.00
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION WITH CENTER SLIDING POLY WINDOW **INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS**	1	720.53	720.53

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/12/2020	20541

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

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

Item	Description	Qty	Cost	Total
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,388.83	1,388.83
WB47NPUINT20	WB47NPUINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	202.37	202.37
DPCP47UINT20	DPCP47UINT20, DOOR PANEL COVER, 2020 FORD EXPLORER	1	28.56	28.56
SHIPPING	SHIPPING AND HANDLING - PRO-GARD	1	140.00	140.00
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	379.85	379.85
SHIPPING	SHIPPING AND HANDLING - SETINA	1	60.00	60.00
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	32.50	65.00
SIFZS	SIFZS, SPECTRALUX ILS LOW PROFILE	1	750.00	750.00
SIFMH-XXXX	SIFMH-XXXX, SPECTRALUX ILS LOW PROFILE, REAR WINDOW, FORD PI UTILITY, 2013-2019, R/B/A	1	750.00	750.00
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	150.68	150.68
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	31.96	31.96
HB6PAK-R/B	HB6PAK-R/B, 6 LED LOW PROFILE HIDE-A-WAY DUAL COLOR RED/BLUE (NEW)	4	85.635	342.54

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/12/2020	20541

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

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

Item	Description	Qty	Cost	Total
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (UNDER SIDE MIRROR - NEW)	2	127.84	255.68
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	19.82	19.82
MPS1200U-BR	MPS1200U-BR, MICROPULSE ULTRA 1200 BLUE/RED (REAR SIDE CARGO WINDOWS - (NEW)	2	99.28	198.56
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT (NEW)	2	10.23	20.46
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	103.55	103.55
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR SPOILER - NEW)	6	81.60	489.60
416900-RB	416900-RB, DUAL COLOR CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/BLUE (NEW DUE TO HEADLIGHT CHANGE 2020)	2	66.64	133.28
SHIPPING	SHIPPING AND HANDLING - FEDERAL SIGNAL - NO CHARGE	1	0.00	0.00
WGP02225-130-...	WGP02225-130-KIT , 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	102.00	102.00
SHIPPING	SHIPPING AND HANDLING - WATCHGUARD	1	16.00	16.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/12/2020	20541

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

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

Item	Description	Qty	Cost	Total
153100	153100, 100AMP CIRCUIT BREAKER	1	49.50	49.50
59140-040	59140-040, N.C. MAGNETIC REED SWITCH	1	7.87	7.87
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	17.78	17.78
44235	44235, ROUND ROCKER SWITCH	1	3.69	3.69
RFT1202-2T	RFT1202-2T, TNC MALE CONNECTOR, NICKEL, GOLD, TEFLON	1	8.60	8.60
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	410.00	410.00
INSTALLATION	INSTALLATION/SETUP - NEW BUILD	33	55.00	1,815.00
INSTALLATION	INSTALLATION/SETUP - OLD 116 STRIP	10	55.00	550.00
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,655.95	1,655.95
AN-125001-001	AN-125001-001, ANTENNA, BASE, STANDARD ROOF MOUNT	1	28.80	28.80
AN-225001-004	AN-225001-004, ANTENNA, ELEMENT, 700/800 2dB, LOW PROFILE	1	43.20	43.20
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	791.97	791.97
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/12/2020	20541

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

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

Item	Description	Qty	Cost	Total
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	428.39	428.39
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	518.38	518.38
MAMW-NMC7Z	MAMW-NMC7Z, MICROPHONE, STANDARD, CH721 CONTROL UNIT	1	57.60	57.60
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	259.19	259.19
MW-Y3EWM	WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00
DISCOUNT - NO...	DISCOUNT - RADIO REFRESH TRADE-IN PROGRAM		-400.00	-400.00
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO PRICING NOT INCLUSIVE OF THOSE ITEMS NOT LISTED OR DUE TO CHANGE ORDER	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	$13,252.08
Sales Tax (0.0%)	$0.00
Total	$13,252.08

Signature: _____

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20488

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

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

Item	Description	Qty	Cost	Total
	NEW VEHICLE UNIT 122 UNMARKED (2020 FORD PI UTILITY) USING 110 USED EQUIPMENT WHERE WE CAN KCPD BPU CONTRACT KAC64106-01 PRICING APPLIED			
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE, ACCOMODATES THE LT7600 (NOT INCLUDED), OEM USB & 12V OUTLET MOUNTING, ALLOWS 5 PIECES MOUNTED, FLOORPLATE NOT REQUIRED	1	384.75	384.75
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	27.14	27.14
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN FACEPLATE	1	0.00	0.00
02.0393	02.0393, MACOMM M7300 REMOTE HEAD FACEPLATE	1	0.00	0.00
SHIPPING	SHIPPING AND HANDLING - D&R	1	65.00	65.00
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION WITH CENTER SLIDING POLY WINDOW **INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS**	1	720.53	720.53

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20488

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

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

Item	Description	Qty	Cost	Total
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,388.83	1,388.83
WB47NPUINT20	WB47NPUINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	202.37	202.37
DPCP47UINT20	DPCP47UINT20, DOOR PANEL COVER, 2020 FORD EXPLORER	1	28.56	28.56
SHIPPING	SHIPPING AND HANDLING - PRO-GARD	1	140.00	140.00
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	379.85	379.85
SHIPPING	SHIPPING AND HANDLING - SETINA	1	60.00	60.00
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	32.50	65.00
SIFZS	SIFZS, SPECTRALUX ILS LOW PROFILE	1	750.00	750.00
SIFMH-XXXX	SIFMH-XXXX, SPECTRALUX ILS LOW PROFILE, REAR WINDOW, FORD PI UTILITY, 2013-2019, R/B/A	1	750.00	750.00
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	150.68	150.68
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	31.96	31.96
HB6PAK-R/B	HB6PAK-R/B, 6 LED LOW PROFILE HIDE-A-WAY DUAL COLOR RED/BLUE (NEW)	4	85.635	342.54

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20488

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

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

Item	Description	Qty	Cost	Total
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (UNDER SIDE MIRROR - NEW)	2	127.84	255.68
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	19.82	19.82
MPS1200U-BR	MPS1200U-BR, MICROPULSE ULTRA 1200 BLUE/RED (REAR SIDE CARGO WINDOWS - (NEW)	2	99.28	198.56
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT (NEW)	2	10.23	20.46
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	103.55	103.55
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR SPOILER - NEW)	6	81.60	489.60
416900-RB	416900-RB, DUAL COLOR CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/BLUE (NEW DUE TO HEADLIGHT CHANGE 2020)	2	66.64	133.28
SHIPPING	SHIPPING AND HANDLING - FEDERAL SIGNAL - NO CHARGE	1	0.00	0.00
WGP02225-130-...	WGP02225-130-KIT , 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	102.00	102.00
SHIPPING	SHIPPING AND HANDLING - WATCHGUARD	1	16.00	16.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20488

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

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

Item	Description	Qty	Cost	Total
153100	153100, 100AMP CIRCUIT BREAKER	1	49.50	49.50
59140-040	59140-040, N.C. MAGNETIC REED SWITCH	1	7.87	7.87
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	17.78	17.78
44235	44235, ROUND ROCKER SWITCH	1	3.69	3.69
RFT1202-2T	RFT1202-2T, TNC MALE CONNECTOR, NICKEL, GOLD, TEFLON	1	8.60	8.60
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	410.00	410.00
INSTALLATION	INSTALLATION/SETUP - NEW BUILD	33	55.00	1,815.00
INSTALLATION	INSTALLATION/SETUP - OLD 110 STRIP	10	55.00	550.00
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,655.95	1,655.95
AN-125001-001	AN-125001-001, ANTENNA, BASE, STANDARD ROOF MOUNT	1	28.80	28.80
AN-225001-004	AN-225001-004, ANTENNA, ELEMENT, 700/800 2dB, LOW PROFILE	1	43.20	43.20
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	791.97	791.97
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20488

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

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

Item	Description	Qty	Cost	Total
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	428.39	428.39
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	518.38	518.38
MAMW-NMC7Z	MAMW-NMC7Z, MICROPHONE, STANDARD, CH721 CONTROL UNIT	1	57.60	57.60
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	259.19	259.19
MW-Y3EWM	WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00
DISCOUNT - NO...	DISCOUNT - RADIO REFRESH TRADE-IN PROGRAM		-400.00	-400.00
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO PRICING NOT INCLUSIVE OF THOSE ITEMS NOT LISTED OR DUE TO CHANGE ORDER	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	$13,252.08
Sales Tax (0.0%)	$0.00
Total	$13,252.08

Signature: _____

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20482

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

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

Item	Description	Qty	Cost	Total
	NEW VEHICLE UNIT 123 FULLY MARKED (2020 FORD PI UTILITY) CVSA - MOVING CVSA EQUIP FROM 115 TO 123 (SCALE BOX UNKNONWN IF WILL MOVE OVER YET) KCPD BPU CONTRACT KAC64106-01 PRICING APPLIED			
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE, ACCOMODATES THE LT7600 (NOT INCLUDED), OEM USB & 12V OUTLET MOUNTING, ALLOWS 5 PIECES MOUNTED, FLOORPLATE NOT REQUIRED	1	384.75	384.75
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	27.14	27.14
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN FACEPLATE	1	0.00	0.00
02.0393	02.0393, MACOMM M7300 REMOTE HEAD FACEPLATE	1	0.00	0.00
SHIPPING	SHIPPING AND HANDLING - D&R	1	65.00	65.00
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION WITH CENTER SLIDING POLY WINDOW	1	720.53	720.53

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20482

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

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

Item	Description	Qty	Cost	Total
	INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS			
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,388.83	1,388.83
WB47NPUINT20	WB47NPUINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	202.37	202.37
DPCP47UINT20	DPCP47UINT20, DOOR PANEL COVER, 2020 FORD EXPLORER	1	28.56	28.56
SHIPPING	SHIPPING AND HANDLING - PRO-GARD	1	140.00	140.00
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	379.85	379.85
SHIPPING	SHIPPING AND HANDLING - SETINA	1	60.00	60.00
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	34.00	68.00
ALGT45	ALGT45-1526391909; ALLEGIANT LIGHTBAR, 45" SERIAL; INCLUDES INTERFACE MODULE	1	1,140.00	1,140.00
HKB-FPIU20	HKB-FPIU20, FORD PI UTILITY, 20+, HOOK KIT, 44/46/51/53", VALOR/INTEGRITY/ALLEGIANT/VISION	1	0.00	0.00
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	150.68	150.68
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	31.96	31.96

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20482

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

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

Item	Description	Qty	Cost	Total
HB6PAK-R/B	HB6PAK-R/B, 6 LED LOW PROFILE HIDE-A-WAY DUAL COLOR RED/BLUE (NEW)	4	85.64	342.56
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (UNDER SIDE MIRROR - NEW)	2	127.84	255.68
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY (NEW)	1	19.82	19.82
MPS1200U-BR	MPS1200U-BR, MICROPULSE ULTRA 1200 BLUE/RED (REAR SIDE CARGO WINDOWS - (NEW)	2	99.28	198.56
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT (NEW)	2	10.23	20.46
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	103.55	103.55
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR SPOILER - NEW)	6	81.60	489.60
416900-RB	416900-RB, DUAL COLOR CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/BLUE (HEADLIGHTS) (NEW DUE TO HEADLIGHT CHANGE 2020)	2	66.64	133.28
SHIPPING	SHIPPING AND HANDLING - FEDERAL SIGNAL - NO CHARGE	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20482

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

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

Item	Description	Qty	Cost	Total
WGP02225-130-...	WGP02225-130-KIT , 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	102.00	102.00
SHIPPING	SHIPPING AND HANDLING - WATCHGUARD	1	16.00	16.00
153100	153100, 100AMP CIRCUIT BREAKER	1	49.50	49.50
59140-040	59140-040, N.C. MAGNETIC REED SWITCH	1	7.87	7.87
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	17.78	17.78
44235	44235, ROUND ROCKER SWITCH	1	3.69	3.69
RFT1202-2T	RFT1202-2T, TNC MALE CONNECTOR, NICKEL, GOLD, TEFLON	1	8.60	8.60
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	410.00	410.00
INSTALLATION	INSTALLATION/SETUP - NEW BUILD	33	55.00	1,815.00
INSTALLATION	INSTALLATION/SETUP - STRIP 115 EQUIPMENT	10	55.00	550.00
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,655.95	1,655.95
AN-125001-001	AN-125001-001, ANTENNA, BASE, STANDARD ROOF MOUNT	1	28.80	28.80
AN-225001-004	AN-225001-004, ANTENNA, ELEMENT, 700/800 2dB, LOW PROFILE	1	43.20	43.20
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	791.97	791.97

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20482

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

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

Item	Description	Qty	Cost	Total
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	428.39	428.39
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	518.38	518.38
MAMW-NMC7Z	MAMW-NMC7Z, MICROPHONE, STANDARD, CH721 CONTROL UNIT	1	57.60	57.60
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	259.19	259.19
MW-Y3EWM	WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00
DISCOUNT - NO...	DISCOUNT - RADIO REFRESH TRADE-IN PROGRAM		-400.00	-400.00
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO PRICING NOT INCLUSIVE OF THOSE ITEMS NOT LISTED OR DUE TO CHANGE ORDER	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	$12,895.10
Sales Tax (0.0%)	$0.00
Total	$12,895.10

Signature: _____

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
	NEW VEHICLE UNIT 124 FULLY MARKED (2020 FORD PI UTILITY) ALL NEW EQUIPMENT - NO USED EQUIPMENT KCPD BPU CONTRACT KAC64106-01 PRICING APPLIED			
901-0164B	901-0164B, 2020+ FORD PI UTILITY CONSOLE, ACCOMODATES THE LT7600 (NOT INCLUDED), OEM USB & 12V OUTLET MOUNTING, ALLOWS 5 PIECES MOUNTED, FLOORPLATE NOT REQUIRED	1	384.75	384.75
CA-0107LS	CA-0107LS, DUAL CUP HOLDER WITH ONE SMALL AND ONE LARGE SIZE CUP	1	27.14	27.14
02.0395	02.0395, FEDERAL SIGNAL PLATINUM SIREN FACEPLATE	1	0.00	0.00
02.0393	02.0393, MACOMM M7300 REMOTE HEAD FACEPLATE	1	0.00	0.00
PDU-8S	PDU-8S, POWER DISTRIBUTION UNIT W/ BOLT & SCREW TERMINALS	1	265.20	265.20
LT7600	LT7600, SWING ARM LAPTOP MOUNT, NO LOCK	1	181.76	181.76
SHIPPING	SHIPPING AND HANDLING - D&R	1	65.00	65.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
PRPSP4704UINT...	PRPSP4704UINT20A, SPACE SAVER STANDARD PRISONER TRANSPORT PARTITION WITH CENTER SLIDING POLY WINDOW **INCLUDES RECESSED PANEL AND LOWER EXTENSION PANELS**	1	720.53	720.53
S4702UINT20OSB	S4702UINT20OSB, STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER AND OUTBOARD SEAT BELTS	1	1,388.83	1,388.83
WB47NPUINT20	WB47NPUINT20, PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	202.37	202.37
DPCP47UINT20	DPCP47UINT20, DOOR PANEL COVER, 2020 FORD EXPLORER	1	28.56	28.56
G4906	G4906, SINGLE WEAPON, VERTICAL MOUNT ON PARTITION	1	289.68	289.68
SHIPPING	SHIPPING AND HANDLING - PRO-GARD	1	140.00	140.00
BK0534ITU20	BK0534ITU20, PB400 VS BUMPER, FULL BUMPER, ALUMINUM	1	379.85	379.85
SHIPPING	SHIPPING AND HANDLING - SETINA	1	60.00	60.00
425-3816	425-3816; MAGNETIC MICROPHONE SYSTEM	2	34.00	68.00
ALGT45	ALGT45-1526391909; ALLEGIANT LIGHTBAR, 45" SERIAL; INCLUDES INTERFACE MODULE	1	1,140.00	1,140.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
HKB-FPIU20	HKB-FPIU20, FORD PI UTILITY, 20+, HOOK KIT, 44/46/51/53", VALOR/INTEGRITY/ALLEGIANT/VISION	1	0.00	0.00
SSP3000B-KCM...	SSP3000B-KCMOPD, FULL FEATURED LIGHT AND SIREN CONTROLLER, INCLUDING SIGNAL MASTER (KCMO REVISION B)	1	725.00	725.00
AS124	750501, AS124 100 WATT ECONOMY SPEAKER	1	150.68	150.68
RUMBLER-3	RUMBLER-3, SIREN AMP, RUMBLER, SECONDARY WARNING SYSTEM, 12V, LOW FREQUENCY TONES, HARDWARE KIT, HOUSING BANDS AND CRADLES	1	452.75	452.75
RB-FPIU20	RB-FPIU20, RUMBLER MOUNT FOR FPIU, 20+	1	31.96	31.96
HB6PAK-R/B	HB6PAK-R/B, 6 LED LOW PROFILE HIDE-A-WAY DUAL COLOR RED/BLUE (NEW)	4	85.64	342.56
MPSW9-RB	MPSW9-RB, MICROPULSE WIDE ANGLE, RED/BLUE (UNDER SIDE MIRROR - NEW)	2	127.84	255.68
MPSMW9-FPIU2...	MPSMW9-FPIU20MIR, PAIR OF SIDE MIRROR BRACKETS FOR FORD PI UTILITY	1	19.82	19.82
MPS1200U-BR	MPS1200U-BR, MICROPULSE ULTRA 1200 BLUE/RED (REAR SIDE CARGO WINDOWS - (NEW)	2	99.28	198.56

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
MPSM12-LB	MPSM12-LB, GENERIC L-BRACKET FOR (1) MPS1200 OR (1) MPS1200U LIGHT (NEW)	2	10.23	20.46
MPSM6-FPIU20...	MPSM6-FPIU20RS2, REAR SPOILER BRACKET KIT, (3) MPS6/MPS6U LIGHTS ON EACH SIDE OF SPOILER, FORD POLICE	1	103.55	103.55
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR SPOILER - NEW)	6	81.60	489.60
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (UNDER REAR TAILGATE)	1	81.60	81.60
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (REAR DOOR WINDOW BARS)	2	81.60	163.20
MPS600U-BR	MPS600U-BR, MICROPULSE ULTRA BLUE/RED (PUSH BUMPER)	4	81.60	326.40
MPSM6-LB	MPSM6-LB, KIT,L-BRKT SINGLE H (FORWARD FACING PUSH BUMPER)	2	10.23	20.46
IPX-PB45H	IPX-PB45H, IMPAXX/VIPER EXT, PAIR OF 45-DEGREE SLANTED PUSH BUMPER MOUNTS WITH HARDWARE, HORIZONTAL LIGHT ORIENTATION		23.01	23.01

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
MPS652-BR	MPS652-BR. MICROPULSE 6, DUAL-COLOR, 12-LEDHOOD AND GRILLE MOUNT, BLUE/RED (HOOD)	2	88.40	176.80
416900-RB	416900-RB, DUAL COLOR CORNER LED LIGHT HEAD WITH IN-LINE FLASHER, RED/BLUE	2	66.64	133.28
SHIPPING	SHIPPING AND HANDLING - FEDERAL SIGNAL - NO CHARGE	1	0.00	0.00
WGP02225-130-...	WGP02225-130-KIT , 4RE OVERHEAD MOUNTING BRACKET FOR 2020 FORD UTILITY	1	102.00	102.00
SHIPPING	SHIPPING AND HANDLING - WATCHGUARD	1	16.00	16.00
153100	153100, 100AMP CIRCUIT BREAKER	1	49.50	49.50
59140-040	59140-040, N.C. MAGNETIC REED SWITCH	1	7.87	7.87
MB8U	MB8U, RG58U, NO CONNECTOR, SOLID CORE NMO MOUNT	1	17.78	17.78
44235	44235, ROUND ROCKER SWITCH	1	3.69	3.69
RFT1202-2T	RFT1202-2T, TNC MALE CONNECTOR, NICKEL, GOLD, TEFLON	1	8.60	8.60
MISC INSTALL ...	INSTALLATION SUPPLIES - CONSUMABLES	1	410.00	410.00
INSTALLATION	INSTALLATION/SETUP	33	55.00	1,815.00
MAMW-SDMXX	MAMW-SDMXX, XG-75M / M7300 P25 MOBILE, 764-870 MHZ	1	1,655.95	1,655.95

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
AN-125001-001	AN-125001-001, ANTENNA, BASE, STANDARD ROOF MOUNT	1	28.80	28.80
AN-225001-004	AN-225001-004, ANTENNA, ELEMENT, 700/800 2dB, LOW PROFILE	1	43.20	43.20
MAMW-PKGPT	MAMW-PKGPT, FEATURE PACKAGE, P25 TRUNKING	1	791.97	791.97
MAMW-NPL3R	MAMW-NPL3R, FEATURE, MAX (1024+) SYSTEM/GROUPS	1	0.00	0.00
MW-PL8Y	MW-PL8Y, FEATURE, ENCRYPTION LITE	1	0.00	0.00
MAMW-PKG8F	MAMW-PKG8F, FEATURE, 256-AES, 64-DES ECP ENCRYPTION	1	428.39	428.39
MAMW-NCP9E	MAMW-NCP9E, CONTROL UNIT, CH721, SCAN, REMOTE MOUNT	1	518.38	518.38
MAMW-NMC7Z	MAMW-NMC7Z, MICROPHONE, STANDARD, CH721 CONTROL UNIT	1	57.60	57.60
MAMW-NZN7R	MAMW-NZN7R, ACCESSORIES, M7300 REMOTE MOUNT	1	259.19	259.19
MW-Y3EWM	WARRANTY, EXTENDED 3 YEAR, MOBILE	1	180.00	180.00
DISCOUNT - NO...	DISCOUNT - RADIO REFRESH TRADE-IN PROGRAM		-400.00	-400.00
PROGRAMMING	PROGRAMMING, PROGRAMMING OF RADIO	1	0.00	0.00

Quote is valid for 90 days!

Subtotal	
Sales Tax (0.0%)	
Total	

Signature:

Quote is valid for 90 days!

KA-COMM, INC

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

Quote

Date	Quote #
1/2/2020	20487

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

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

Item	Description	Qty	Cost	Total
	PRICING NOT INCLUSIVE OF THOSE ITEMS NOT LISTED OR DUE TO CHANGE ORDER			

Quote is valid for 90 days!

Subtotal	$15,050.96
Sales Tax (0.0%)	$0.00
Total	$15,050.96

Signature: _____

Quote is valid for 90 days!

Sign Here Inc.
a full service sign company
913-856-0148

Estimate

Date	Estimate #
1/17/2020	11418

Name / Address
City of Gardner 120 E. Main GARDNER, KS 66030

Project

Description	Qty	Cost	Total
vehicle lettering / two color graphics or ghost graphics for police car	3	865.00	2,595.00T

Subtotal	$2,595.00
Sales Tax (0.0%)	$0.00
Total	$2,595.00

CUSTOMER APPROVAL

X

Phone #	Fax #
913-856-0148	

ESTIMATE IS VALID FOR 30 DAYS FROM DATE

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Kansas
Department of Administration

Phone: 785-296-2376
Fax: 785-296-7240
www.admin.ks.gov/offices/procurement-and-contracts

Duane Goossen, Acting Secretary

Laura Kelly, Governor

CONTRACT AWARD

Date of Award:	February 19, 2019
Contract ID:	**46061**
Event ID:	EVT0006268
Replace Contract:	43747 and 45839
Procurement Officer: **Telephone:** **E-Mail Address:** **Web Address:**	Dara Heineken 1-785-296-2770 Dara.A.Heineken@ks.gov http://admin.ks.gov/offices/procurement-and-contracts
Item:	**Ford Police Vehicles**
Agency/Business Unit:	**Statewide Mandatory**
Period of Contract:	February 19, 2019 through August 31, 2019 (With the option to renew for two (2) additional 12-month periods)
Contractor:	SHAWNEE F LLC 11501 SHAWNEE MISSION PARKWAY SHAWNEE, KS 66203-3359
Vendor ID:	0000526628
Contact Person: **E-Mail:** **Local Telephone:** **Fax:**	Jay Cooper jay.cooper@shawneemissionford.com 1-913-248-2287 1-913-268-7125
Payment Terms:	Net 30
Political Subdivisions:	Pricing **is** available to the political subdivisions of the State of Kansas.
Procurement Cards:	Agencies **may not** use a P-Card for purchases from this contract.
Administrative Fee:	Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: http://www.da.ks.gov/purch/Contracts/

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 46061

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.36. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.37. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.38. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.39. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.40. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.41. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.42. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.43. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at http://admin.ks.gov/offices/procurement-and-contracts, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.44. Administrative Fee

Contractor(s) must pay a .5% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

1.45. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.46. Deliveries

All orders shall be shipped within 90 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.47. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.48. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.49. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.50. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.51. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.52. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

1.53. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.54. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.55. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.56. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.57. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.58. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.59. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.60. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.61. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

This contract is intended to provide Current Model Year Ford Law Enforcement Vehicles for the Kansas Highway Patrol and all other State of Kansas Agencies.

1. **Open-Ended Contract:** This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. Estimated quantities for the Ford Interceptor Utility is 110 and five (5) Ford F-150 Responders.

2. **Contract Period:** Date of Award through August 31, 2019 or until vehicles are no longer available from the manufacturer. Contract may be renewed for two (2) additional model years under the same terms and conditions by mutual consent of both parties.

3. **Orders:** Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number.

4. **Delivery:** Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 500 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

   The contractor must guarantee delivery of vehicles ordered prior to March 1, of the model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the contractor receives an order and cannot guarantee delivery, the contractor will immediately notify the ordering agency in writing with a copy to the Procurement Officer.

   Delivery costs shall be shown as a separate price as provided for on the Price Schedule. A price per mile per vehicle shall be provided to determine delivery costs to any Kansas location.

   Contractor is to show in the space provided the distance from the shipping point (defined as the location of pre-delivery inspection) to the various proposed delivery points using the mileage chart provided. All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage. The attached mileage chart will be used to determine delivery charges if delivery is made to a city not shown on the cost proposal based upon the contractor's unit price per mile.

   Contractors will not charge mileage for delivery to destinations within the City where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in the total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

5. Extended Warranty Options: The contractor shall include in the Bid Response the extended warranty options available for the vehicle offered and the cost associated with each option.

6. Factory options not specifically requested in this RFP shall be provided at manufacturer's Invoice pricing or less. The contractor shall indicate on the Price Schedule if a discount from invoice cost is offered.

7. Attached are the specifications for both the base vehicle and the optional equipment. The manufacturer code numbers shown are given for informational purposed only. The contractor shall include in the technical proposal these specifications properly completed showing any and all exceptions to the specifications. All vehicles will be ordered with one color standard factory paint.

8. Contractors shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence. **DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE**.

9. This contract contains manufacturer's specifications, literature and/or any other information necessary to substantiate specification compliance and the capabilities of the contractor to comply with the terms and conditions of the contract.

10. In order to deliver vehicles within the State, bidders must be properly licensed to sell vehicles in the State of Kansas per KSA 8-2404.

11. Although the Kansas Highway Patrol in Topeka is referenced in this specification, the Contractor agrees to furnish vehicles to any State of Kansas Agency located throughout the State without a minimum order quantity.

12. It is the intent of this specification to describe a vehicle to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus -20 F to plus 110 F.

13. The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.

14. The vehicle shall be new (unused), current model year production. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor’s warranty.

15. The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.

16. The contractor is required to submit a list, including company name, address and phone number of all factory authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The successful vendor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.

17. Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.

18. The following items are expected to be completed by the factory or servicing dealer prior to delivery:

A. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.

B. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer’s specified levels.

C. The engine shall be tuned to manufacturer’s specifications, including ignition timing.

D. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.

E. Fuel gauge to show <u>1/4 full</u> by using a minimum of 87-octane gasoline upon arrival at delivery.

F. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.

G. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the Agency. Vehicles not meeting this requirement will be rejected.

H. All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.

I. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer’s specification requirements at a local garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor’s responsibility and in no way charged to the State of Kansas.

J. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed shall remain attached to the glass.

K. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.

L. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.

M. Delivery of vehicles to the Kansas Highway Patrol (KHP) will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.

N. Two complete sets of service manuals (1 book & 1 CD Rom) shall be delivered to KHP Fleet Operations with the initial delivery of vehicles.

O. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.

19. Delivery of Vehicles: The exact number of vehicles to be delivered to the KHP each month will be determined by the Fleet Administrator and will be based upon the production schedule of the KHP Fleet Operations. The successful vendor will be required to contact the Fleet Administrator, at (785) 296-8535, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the successful vendor will be required to contact the Fleet Administrator the Friday before the 20th.

20. The contractor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.

21. Incentives: All available manufacturer or dealer incentives will be passed on to the purchaser.

22. Warranty: The vehicle must have, at minimum, a three (3) year, 36,000-mile, bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. The power train warranty shall be fully transferable for a period of five (5) years, or 100,000 miles.

23. Post-Award Conference: The successful vendor is required to personally meet with the KHP Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

FORD POLICE INTERCEPTOR K8A AWD UTILITY
SPECIFICATIONS FOR STANDARD EQUIPMENT

ITEM	EXCEPTIONS TO SPECIFICATIONS
Air Bags: Dual stage driver and passenger front, side seat, roll curtain and safety canopy air bags.	Yes
Air Conditioning: Heavy duty	Yes
Alarm System: Factory alarm system with remote keyless entry and (4) key fobs.	Optional see cost sheet
Alternator: High output 250 amp	Yes with 3.3L V6 direct injection
Battery: Maintenance free 730 CCA battery.	Yes with 3.3L V6 direct injection
Brakes: Police calibrated power 4-wheel disc with anti-lock (ABS) and HD front and rear calipers and traction control.	Yes
Cooling System: Severe duty cooling system.	Yes
Speed Control: Cruise control.	Yes
Wheels: Painted black steel wheels with hub cover	Yes
Defroster: Rear window.	Yes
Differential: Heavy duty, all-wheel drive	Yes
Dome Light: Independently switched white and red LED	Yes
Door Locks: Power locks on all 4 doors.	Yes
Engine: 3.3 L V6 direct injection- 99B/44U option code	Included in base price
Exhaust system: Performance exhaust with dual tips	Yes
Floor covering: Heavy duty rubber or vinyl	Yes
Fuel Tank: 21.4 gallon	Yes with 3.3L V6 direct injection
Gas Cap: Cap less fill	Easy Fuel cap less fuel filler
Glass: Tinted.	Yes
Headlamps: Headlamps with factory installed software controlled alternating flasher.	Per Drilled head lamps std wig wag pattern can be programmed. Must be wired optional vehicle light controller to enable wig wag functionality.
Head Restraints: Adjustable.	Yes
Instrument Cluster: Calibrated/certified speedometer	Yes
Lamps: Under hood. Interior lamps deactivated with doors open. Software controlled alternating headlamp / tail lamp flasher.	Under hood lamp NA Optional interior lamps De-active (dark car feature) see cost sheet Pre-Drilled headlamps std wig wag pattern can be programed. Must be wired optional vehicle light controller to enable wig wag functionality.
Manuals: Owner's manual and aftermarket manuals placed in the glove compartment.	Yes
Mirrors: Power side view mirrors with foldaway.	Yes
Paint: Clear coat.	Yes
Police Group: Full police package.	Yes
Radio: AM/FM stereo with pre-wire harness for 2-way.	Yes
Seats: Cloth front buckets with 6-way power driver's seat. Cloth rear seat matching front seat material.	Cloth Front Vinyl Rear Optional cloth rear seat see cost sheet
Steering Wheel: Tilt / telescoping steering column.	Yes
Suspension: Independent front and rear heavy-duty suspension	Yes
Tires: Four (4) 255/60R18 speed rated police pursuit tires with tire pressure monitoring system.	Yes
Transmission: 10-speed automatic.	Yes
Windows: Power with one-touch down driver's side.	Yes
Bluetooth: Blue tooth capable	Yes, no USB port

FORD UTILITY K8A POLICE INTERCEPTOR

SPECIFICATIONS FOR OPTIONAL EQUIPMENT:

ITEM	MFG. CODE	EXCEPTIONS TO SPECIFICATIONS
AWD 3.3L Hybrid option	**99W/44B**	
AWD 3.0 L V6 Eco-Boost option	**99C/44U**	
Equipment Bracket: Police equipment mounting floor bracket.		
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	Weather Tech / Husky Available at later date TBD Digital Fit Recommended (Safer) on Vinyl Floor
Keys: Three (4) ignition keys per vehicle.	DLR	
License Plate Bracket: Front.	153	
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	HD Molded available at later date TBD
Remote Starter: Factory remote start, if available. If not, aftermarket remote start	DLR	Requires remote keyless entry Ford 250' Range can increase range for an additional cost
Interior upgrade package	65U	NA with 67U or 65U
Front Headlamp lighting solution	66A	
Tail lamp/ Police interceptor housing only	86T	
Tail Lamp lighting solution	66B	
Rear lighting solution	66C	
Ready the road package	67H	Requires rear door controls inoperable (68G) NA with 67U or 65U
Ultimate wiring package	67U	NA with 67U or 65U
Police wire harness connector kit	67V	
Dark car feature	43D	
Switchable red/white lighting in cargo area	17T	
Front warning Aux LED lights	21L	Requires 60A
Front interior visor light bar	96W	
Pre-wiring for grille LED lights, siren and speaker	60A	
Rear quarter glass side marker LED lights	63L	
Rear spoiler traffic warning lights LED	96T	
Side marker LED- sideview mirrors	63B	Requires 60A
Spot lamp driver only Unity	51R	
Spot lamp driver only Whelen	51T	
Reverse sensing system	76R	
Underbody deflector plate	76D	
Wheel covers	65L	
18" painted aluminum wheels	64E	
Rear view camera displayed in rear view mirror	87R	
Rear camera on demand	19V	
Hidden door-lock plunger w/rear door controls deactivated	52P	
Rear door controls inoperable	68G	
Global lock/unlock feature, overhead door switch delete	18D	
Remote keyless entry	55F	
1st and 2nd row carpet	16C	
2nd row cloth seats	88F	
Front console plate delete	85D	
Power passenger seat	87P	
BLIS0 blind spot monitoring system with cross traffic alert	55B/54Z	
Police perimeter alert	68B	
Pre-collision assist	76P	
Mirrors heated sideview	549	
Perimeter anti-theft alarm	593	Requires remote keyless entry
Police engine idle feature	47A	

Aux air conditioning	17A	
Badge delete	16D	
Cargo storage vault	63V	
Class III trailer tow package	52T	Wiring harness
H8 AGM battery	60R	
100-watt siren speaker	18X	
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		
Omega Remote Start Security System		

FORD **F150 POLICE RESPONDER SUPERCREW W1P**
SPECIFICATIONS FOR STANDARD EQUIPMENT:

ITEM	EXCEPTIONS TO SPECIFICATIONS
Supercrew 145” 3.5 L V6 Ecoboost	Yes
Air Bags: Driver and passenger front, side, and safety canopy airbags	Yes
Alarm System: Factory alarm system with remote keyless entry and (2) key fobs.	Standard, Includes Perimeter Alarm
Alternator: High output 240 amp.	Yes
Battery: Maintenance free	Yes
Brakes: Power 4-wheel disc with anti-lock (ABS) and traction control.	Yes
Cooling System: Severe duty cooling system.	Yes
Speed Control: Cruise control.	Yes
Defroster: Rear window.	Optional rear Defroster see cost sheet
Differential: Heavy duty, rear wheel drive, electronic locking unit with final drive ratio of 3.55, 4x4 ESOF with neutral towing	Yes
Dome Light: Independently switched white and red LED	Yes
Door Locks: Power locks on all 4 doors.	Yes
Driveshaft: Aluminum.	Yes
Engine: 3.5 L V6 EcoBoost	Yes
Floor covering: Heavy duty carpet.	Vinyl floor
Fuel Tank: 26 gallons	Yes
Gas Cap: Cap less fill, easy fill	Yes
Glass: Tinted.	Solar Tint
Headlamps: Headlamps	Yes
Head Restraints: Adjustable.	Yes
Instrument Cluster: Calibrated speedometer	Yes
Lamps: Under hood. Interior lamps deactivated with doors open.	NA fade to off interior lighting
Manuals: Owner’s manual and aftermarket manuals placed in the glove compartment.	Yes
Mirrors: Power side view mirrors with foldaway.	Yes
Paint: Clear coat.	Yes
Police Group: Full police package.	Yes
Radio: AM/FM stereo and pre-wire harness for 2-way.	No
Seats: Cloth front seats with 8-way power driver’s seat. Vinyl rear seat matching front seat material.	Yes
Steering Wheel: Tilt / telescoping steering column.	Yes
Suspension: Front coil springs, rear leak springs- two stage	Yes
Tires: Four (4) LT 275/65/R18 OWL (A/T) speed rated police pursuit tires with tire pressure monitoring system.	Yes
Traction/Stability Control: Electronic stability control with brake assist and all-speed traction control.	Yes
Transmission: 10-speed automatic.	Yes
Wheels: 18” six spoke aluminum wheels	Yes
Windows: Power with one-touch down driver’s side.	Yes
Bluetooth: Blue tooth capable	SYNC

FORD **F150 RESPONDER**
SPECIFICATIONS FOR OPTIONAL EQUIPMENT:

ITEM	**MFG. CODE**	**EXCEPTIONS TO SPECIFICATIONS**
Trailer tow package	53A	
Black platform running boards	18B	
Box side steps	63S	
Boxlink	55B	
Chrome front and rear bumpers	17C	
Pre-Collinson assist	60P	
Fog lamps	595	
Front license plate bracket	153	
Integrated trailer brake controller	67T	
Manual folding, power glass sideview mirrors with heat and turn signal, auto-dim	54R/59S	
Manual folding manually telescoping power glass trailer mirrors	54Y/59S	
Power 10- way passenger seat	61P	
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	Weather Tech / Husky Available at later date TBD Digital Fit Recommended (Safer) on Vinyl Floor
Rear window fixed privacy glass with defroster	924/57Q	
Reverse sensing system	76R	
Tailgate step	63T	
Tonneau pick up box cover – hard	96X	
Tonneau pick up box cover- soft	96T	
Drop-in bed liner	96P	
Keys: Three (3) ignition keys per vehicle.	DLR	
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	
Remote Starter: factory remote starter if available. If not aftermarket remote start	DLR	Ford: 250’ range can increase range for an additional cost
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		
Omega Remote Start Security System		

3. Costing Sheet

BID FORM
FORD INTERCEPTOR UTILITY

ITEM	SHOW MFG. CODE OFFERED:	UNIT PRICE
2020 Interceptor SUV; with all standard equipment as listed by manufacturer	**K8A**	$31,500

2020 Interceptor SUV; AWD 3.3L Hybrid Option with standard equipment as listed by manufacturer	**99W/44B**	$34,630

2020 Interceptor SUV; AWD 3.0L V6 Eco-boost Option with standard equipment as listed by manufacturer	**99C/44U**	$35,330

Equipment Bracket: Police equipment mounting floor bracket.		Standard
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	$110
Keys: Three (4) ignition keys per vehicle.	DLR	Standard
License Plate Bracket: Front.	153	No Charge
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	$110
Remote Starter: Factory remote start, if available. If not, aftermarket remote start	DLR	$299
Interior upgrade package	65U	$355
Front Headlamp lighting solution	66A	$814
Tail lamp/ Police interceptor housing only	86T	$55
Tail Lamp lighting solution	66B	$391
Rear lighting solution	66C	$414
Ready the road package	67H	$3,271
Ultimate wiring package	67U	$510
Police wire harness connector kit	67V	$168
Dark car feature	43D	$23
Switchable red/white lighting in cargo area	17T	$46
Front warning Aux LED lights	21L	$501
Front interior visor light bar	96W	$1,042
Pre-wiring for grille LED lights, siren and speaker	60A	$46
Rear quarter glass side marker LED lights	63L	$523
Rear spoiler traffic warning lights LED	96T	$1,360
Side marker LED- sideview mirrors	63B	$264
Spot lamp driver only Unity	51R	$359
Spot lamp driver only Whelen	51T	$382
Reverse sensing system	76R	$250
Underbody deflector plate	76D	$305
Wheel covers	65L	$55
18” painted aluminum wheels	64E	$432
Rear view camera displayed in rear view mirror	87R	No Charge
Rear camera on demand	19V	$209
Hidden door-lock plunger w/rear door controls deactivated	52P	$146
Rear door controls inoperable	68G	$68
Global lock/unlock feature, overhead door switch delete	18D	No Charge
Remote keyless entry	55F	$309
1st and 2nd row carpet	16C	$114
2nd row cloth seats	88F	$55

Front console plate delete	85D	No Charge
Power passenger seat	87P	$296
BLIS0 blind spot monitoring system with cross traffic alert	55B/54Z	$496
Police perimeter alert	68B	$614
Pre-collision assist	76P	$132
Mirrors heated sideview	549	$55
Perimeter anti-theft alarm	593	$109
Police engine idle feature	47A	$237
Aux air conditioning	17A	$555
Badge delete	16D	No Charge
Cargo storage vault	63V	$223
Class III trailer tow package	52T	$73
H8 AGM battery	60R	$100
100-watt siren speaker	18X	$287
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		$135
Omega Remote Start Security System		$336

BID FORM (cont.)
FORD INTERCEPTOR

Ship to Location	**Topeka, KS**
Delivery Charge Per Vehicle	**$ No Charge**
Topeka, KS	**$ No Charge**
All other locations	**$ No Charge per mile per vehicle**

Show location of shipping point from which mileage will be calculated: **Shawnee, KS**

Show discount(s) if payment is made in less than 30 days: **none**

Is pricing available to State of Kansas Political Sub-Division? **Yes**

Show pricing for extended warranty options: **$100 over dealer cost**

Show basis for pricing of factory options not specified in this request: Invoice less **0 %**

Are you licensed by the Kansas Department of Revenue to sell vehicles in the State of Kansas? **Yes**

BID FORM
FORD **F150 RESPONDER**

ITEM	**SHOW MFG. CODE OFFERED:**	**UNIT PRICE**
2019 F-150 Police Responder Supercrew	W1P	$31,778

Trailer tow package	53A	$876
Black platform running boards	18B	$220
Box side steps	63S	$286
Boxlink	55B	$70
Chrome front and rear bumpers	17C	$154
Pre-Collinson assist	60P	$128
Fog lamps	595	$123
Front license plate bracket	153	No Charge
Integrated trailer brake controller	67T	$242
Manual folding, power glass sideview mirrors with heat and turn signal, auto-dim	54R/59S	$422
Manual folding manually telescoping power glass trailer mirrors	54Y/59S	$502
Power 10- way passenger seat	61P	$260
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	$90
Rear window fixed privacy glass with defroster	924/57Q	$282
Reverse sensing system	76R	$242
Tailgate step	63T	$330
Tonneau pick up box cover – hard	96X	$876
Tonneau pick up box cover- soft	96T	$462
Drop-in bed liner	96P	$308
Keys: Three (3) ignition keys per vehicle.	DLR	$150
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	$110
Remote Starter: factory remote starter if available. If not aftermarket remote start	DLR	$299
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		$135
Omega Remote Start Security System	DLR	$336

BID FORM (cont.)
FORD **F150 RESPONDER**

Ship to Location	**Topeka, KS**
Delivery Charge Per Vehicle	**$ No Charge**
Topeka, KS	**$ No Charge**
All other locations	**$ No Charge per mile per vehicle**

Show location of shipping point from which mileage will be calculated: **Shawnee, KS**

Show discount(s) if payment is made in less than 30 days: **none**

Is pricing available to State of Kansas Political Sub-Division? **Yes**

Show pricing for extended warranty options: **$100 over dealer cost**

Show basis for pricing of factory options not specified in this request: Invoice less **0 %**

Are you licensed by the Kansas Department of Revenue to sell vehicles in the State of Kansas? **Yes**

Contract ID: 00000000000000000000046061
Event ID: EVT0006268
Page 23

MILEAGE CHART

	Abilene	Arkansas City	Atchison	Baxter Springs	Belleville	Chanute	Clay Center	Coffeyville	Colby	Concordia	Dodge City	El Dorado	Elkhart	Emporia	Fort Scott	Garden City	Goodland	Great Bend	Hays	Hutchinson	Independence	Iola	Junction City	Kansas City	Lawrence	Leavenworth	Liberal	Manhattan	McPherson	Newton	Norton	Olathe	Ottawa	Overland Park	Parsons	Pittsburg	Pratt	Russell	Salina	Scott City	St Francis	Topeka	Troy	Wellington	Wichita	Winfield
Abilene																																														
Arkansas City	147																																													
Atchison	139	224																																												
Baxter Springs	261	139	195																																											
Belleville	90	210	151	334																																										
Chanute	185	126	151	83	258																																									
Clay Center	36	182	131	280	61	203																																								
Coffeyville	216	89	198	50	290	51	246																																							
Colby	227	338	346	466	197	390	222	418																																						
Concordia	72	192	163	316	18	241	44	272	195																																					
Dodge City	187	207	323	337	227	262	219	289	159	209																																				
El Dorado	95	61	162	166	169	90	127	121	301	151	182																																			
Elkhart	308	307	444	441	349	376	341	391	202	331	122	296																																		
Emporia	97	119	110	170	177	88	117	131	314	160	228	58	350																																	
Fort Scott	211	174	137	58	282	48	226	98	423	269	304	122	418	116																																
Garden City	227	259	363	389	268	314	260	341	108	250	52	234	103	269	356																															
Goodland	260	371	385	498	236	423	260	451	38	234	192	334	172	347	456	140																														
Great Bend	102	167	238	295	143	220	135	247	171	125	85	131	207	144	253	126	204																													
Hays	120	227	256	355	153	280	152	307	112	138	105	191	227	204	313	139	145	61																												
Hutchinson	89	106	212	234	130	159	122	186	234	112	124	70	245	108	193	175	267	64	124																											
Independence	196	87	186	66	269	43	226	22	400	251	272	101	384	111	90	324	433	230	290	169																										
Iola	173	140	131	95	248	20	191	68	383	233	264	82	378	76	40	316	416	212	273	152	60																									
Junction City	25	153	116	245	99	167	37	210	246	81	208	92	330	80	191	249	281	124	141	111	190	155																								
Kansas City	149	227	54	149	204	123	156	170	375	199	335	166	457	107	92	376	410	251	266	216	162	103	125																							
Lawrence	117	195	53	160	177	98	121	145	339	164	300	134	422	80	105	341	373	216	234	188	137	78	93	41																						
Leavenworth	147	229	25	170	176	135	149	182	369	185	331	168	452	119	112	371	404	246	264	218	174	115	123	29	40																					
Liberal	269	251	400	385	310	320	302	335	174	292	83	245	66	296	363	66	207	168	188	192	329	322	291	403	376	406																				
Manhattan	44	170	101	239	99	162	41	205	262	84	228	109	349	78	185	268	300	143	161	131	185	150	20	116	81	110	310																			
McPherson	63	111	187	235	104	160	96	191	231	86	145	70	267	83	192	186	264	61	121	26	170	151	85	190	163	193	218	105																		
Newton	66	80	177	205	129	129	102	160	262	112	154	39	276	73	161	206	295	91	152	35	140	121	86	181	153	183	223	106	30																	
Norton	195	315	273	440	124	364	167	395	75	134	153	274	270	284	392	167	113	152	93	213	375	356	204	322	287	298	233	207	209	235																
Olathe	146	208	58	139	208	104	152	151	368	195	316	147	438	89	81	357	402	232	263	197	143	84	122	21	29	32	384	112	172	162	318															
Ottawa	129	174	79	134	202	72	145	119	349	188	282	113	404	55	80	324	381	199	242	163	112	53	109	54	26	65	351	104	138	128	312	35														
Overland Park	154	219	59	139	210	115	157	163	375	200	328	158	450	100	81	369	410	244	271	208	155	96	130	11	37	34	396	117	183	173	323	14	46													
Parsons	212	119	176	49	285	34	236	39	416	267	288	116	402	121	63	340	449	246	306	185	31	54	200	148	123	160	346	195	186	156	390	129	97	141												
Pittsburg	237	154	167	28	311	58	256	74	442	293	313	142	427	146	30	365	475	271	332	211	67	70	221	121	135	142	372	215	212	181	416	111	110	111	36											
Pratt	147	131	266	261	187	186	179	213	221	170	76	106	190	161	228	128	254	50	110	57	196	188	168	269	237	271	135	188	84	88	202	250	216	262	212	237										
Russell	93	206	229	334	128	259	125	286	136	114	125	169	246	182	291	164	169	40	30	103	269	251	114	243	207	237	207	134	100	130	113	236	215	243	285	311	90									
Salina	27	143	163	267	70	192	59	223	205	52	160	102	282	115	224	201	238	76	98	63	202	183	48	177	141	171	243	68	37	62	175	170	147	177	218	244	121	71								
Scott City	220	286	356	414	253	339	253	366	71	243	89	250	140	263	372	37	104	120	117	183	349	331	242	370	334	364	103	261	180	210	130	351	318	363	365	390	165	142	194							
St Francis	295	406	376	533	226	458	270	486	71	237	227	369	205	382	491	175	35	239	180	302	468	451	307	425	390	400	242	310	299	330	103	421	414	425	484	510	289	204	273	139						
Topeka	89	171	53	187	151	109	94	152	310	137	272	110	394	57	133	313	345	188	205	159	133	97	65	62	30	61	347	55	134	124	261	59	52	67	143	162	213	178	112	305	363					
Troy	158	242	19	214	137	170	137	217	333	153	341	181	463	129	156	382	371	257	275	231	204	150	134	73	72	44	419	120	206	196	259	76	97	78	195	186	284	248	181	375	362	71				
Wellington	125	35	216	167	188	136	161	117	316	171	172	56	274	112	178	224	349	146	206	85	110	138	144	220	188	222	218	159	89	59	294	201	167	212	142	177	96	185	121	261	384	164	235			
Wichita	94	55	189	183	157	108	130	135	285	139	154	28	268	85	150	206	318	114	175	54	118	110	113	192	160	194	212	132	58	28	262	173	139	185	134	160	78	154	90	233	353	136	207	34		
Winfield	133	14	210	144	196	112	169	94	324	178	195	48	297	106	161	247	357	154	214	93	87	127	140	213	182	216	242	156	97	67	302	194	161	206	118	154	120	193	129	273	392	157	229	23	42	

Distances are measured via the shortest US, K, Interstate Highway Route combinations and the Kansas Turnpike, where it reduces the length of the trip by five or more miles.

4. Contractual Provisions Attachment

DA-146a Rev. 06/12

4.1. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.3. Termination Due to Lack Of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.4. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

4.5. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase ""equal opportunity employer""; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

4.6. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4.8. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.9. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.10. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.11. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

4.12. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.13. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing an agreement with the Gardner Edgerton Chamber of Commerce

Strategic Priority: Promote Economic Development

Department: Finance

Staff Recommendation:
Staff recommends authorizing an agreement with the Gardner Edgerton Chamber of Commerce and distribution of funds.

Background/Description of Item:
On January 7, 2019, the City Council authorized the execution of an agreement with the Gardner-Edgerton Chamber of Commerce. The City agreed to fund the Chamber's regular business services at $35,000 and new tourism services (Convention and Visitors Bureau) for the community at $115,000. The $115,000 also included $15,000 for recreation event promotion that was to be used in cooperation with the Parks & Recreation Department and Communications Manager. All funding was to come from transient guest tax funds from the Economic Development Fund.

Due to the delayed opening of the Hampton Inn, transient guest tax receipts came in significantly lower than expected in 2019. In September of 2019, City staff requested that the Chamber delay incurring any more expenses related to tourism services until in 2020. The City continued to fully fund the Chamber's regular business services budget request of $35,000. The City also paid the Chamber an additional $2,500 to cover costs related to the CVB that had already been incurred. The City funded its recreation event promotion from the Parks & Recreation Department Budget in the General Fund.

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. The $15,000 for recreation event promotion was pulled out of the agreement, because both parties agree that the City's Parks & Recreation Department and the Communications Manager will coordinate the marketing. The funding for the tourism services was also reduced from $100,000 to $50,000 due to transient guest tax revenues coming in lower than expectations.

Financial Impact:
The proposed agreement sets the total amount of funding in 2020 for the Chamber and additional tourism services at $85,000. Funding will come from the Economic Development Fund.

The City shall pay the Chamber the sum of $35,000 for business services, payable at the rate of $17,500 by February 29, 2020 and $17,500 by August 31, 2020.

The City shall pay the Chamber the sum of $50,000 for tourism services, payable at the rate of $25,000 on the last day of the months of April and October, 2020.

Attachments included:

- Gardner Edgerton Chamber of Commerce Agreement
- Gardner Edgerton Chamber of Commerce 2020 Work Plan

Suggested Motion:

Authorize the City Administrator to execute an agreement with the Gardner Edgerton Chamber of Commerce for business and tourism services for one year, ending December 31, 2020, in the amount of $85,000.

Agreement

Purpose: This Agreement is created between the Gardner Edgerton Chamber of Commerce and the City of Gardner for the purpose of outlining the functions and activities that the Gardner Edgerton Chamber of Commerce will perform in support of the City of Gardner. These functions and activities performed will be financially supported through allocation of the Transient Guest Tax fee in the Economic Development Fund.

Funding: The Gardner Edgerton Chamber of Commerce will receive a total of $85,000 for performing the functions and activities outlined in Schedule A broken down as follows:

1. **Business Services** - $35,000 payable at the rate of $17,500 by February 29, 2020 and $17,500 by August 30, 2020. The Chamber shall prepare an invoice for each semi-annual payment and submit the invoice to the City 15 days or more prior to the scheduled payment. The City shall process the invoice such that payment is received by the Chamber no later than the due date.
2. **Tourism Services** – $50,000 payable by installment (last day of April and October)

Functions: The Gardner Edgerton Chamber of Commerce has been a strong partner with the City of Gardner since it was first established over 40 years ago. The Chamber works with existing businesses to enhance and encourage a strong business environment in the Gardner community and visits with potential new businesses to discuss opportunities in the city. It's important to note that while the Chamber is supported by membership dues of many businesses, it works with AND represents all businesses on a variety of projects and initiatives. The Chamber's recently adopted purpose statement (aka the Chamber's "Why") illustrates our commitment to the entire business community:

Purpose: Championing business growth and community collaborations

Beyond the business community, the Chamber also serves as a valuable resource of information for local residents and guests in our community and works to provide a positive first impression for all. Bridging the gap between businesses and individuals is an important function of the Chamber. The following, non-exhaustive list, outlines the general activities of the Chamber as it relates to the

City of Gardner. *(The attached Schedule A/Work Plan – outlines more specifically some of the activities, reporting, etc.)*

- The Chamber will promote and enhance a high quality of life in Gardner and creating value for our residents through a strong business community.
- The Chamber will partner with the City of Gardner to continually enhance all branding and marketing efforts aimed at recruiting new businesses and residents to this community.
- The Chamber will partner with the City of Gardner to ensure signature events and all major public activities are directed towards positively promoting the City of Gardner, attracting visitors, encouraging growth and appreciating our current residents for choosing to live in this community.
- The Chamber will provide time, talent and resources to compliment city initiatives including, but not limited to: Comprehensive planning, Land Development Code Rewrite, downtown planning, legislative advocacy support, etc.
- The Chamber will work collaboratively with the City of Gardner Business & Economic Development Department on projects of importance to creating and sustaining a healthy business community.
- The Chamber will serve as a main contact point in delivering information, answering questions, and assisting the City with frequent inquiries they are not able to answer.

Oversight: Although the daily function of the Chamber is extremely fluid and changes on a frequent basis, the Chamber is committed to keeping the City of Gardner involved and informed of its activities. The Chamber reserves at least one designated ex-officio seat on its Board of Directors. The Board meets regularly and provides an opportunity to discuss all of its activities, community involvement and service to businesses in Gardner. Additionally, the President of the Chamber will provide semi-annual reports in person or in writing (or more often as requested by the City of Gardner).

Gardner Edgerton Chamber of Commerce	*City Administrator*

Schedule A

2020 Gardner Edgerton Chamber/City of Gardner Work Plan

Per the agreement with the City of Gardner, approved by City Council on_____, and as agreed upon with the Economic Development Council, the Chamber will perform the following actions in 2020. Activities will be reviewed in the fall of 2020 to determine appropriate changes for a 2021 Work Plan.

Growth & Exposure -

I. **Website –** the Chamber will provide a direct link to the City of Gardner's homepage from the homepage of the chamber of commerce website.

II. **Ribbon Cuttings/Grand Openings –** the Chamber will work directly with the Communications Manager for the City of Gardner to determine which ribbon cuttings/grand openings will be facilitated by the City and which will be facilitate by the Chamber. The Chamber will provide assistance/coordination to <u>all</u> businesses as needed. (Ongoing)

III. **New Resident Bags/Rental Listings –** the Chamber will update and provide as needed for all new residents, to be distributed at Gardner City Hall. The Chamber will contact Gardner city staff at least monthly to confirm needs. (Ongoing)

IV. **Marketing Support –** the Chamber will provide support via email/social media for appropriate community events/initiatives/news/job postings. The Chamber will work directly with the Communications Manager for the City of Gardner to determine which city-sponsored events require this email/social media support. (Ongoing)

V. **Business Directory –** the Chamber will provide a database list of all known businesses located in Gardner to the City upon request. (Ongoing)

VI. **Gardner Edgerton Community Magazine –** the Chamber will continue to produce a community magazine and distribute to all allowable addresses in Gardner and provide copies for the City to use as necessary. In conjunction with the Communications Manager for the City of Gardner, the Chamber will solicit story ideas and include those for consideration with its publishing partner. The Chamber will include a complementary full-page ad for the City of Gardner. (3rd quarter)

DRAFT

VII. **Gardner Edgerton Community Map –** the chamber, in cooperation with a publishing partner, will produce a regional community map and provide copies to the city as needed.

VIII. **BRE Program –** the chamber will complete at least 6 BRE visits with retail and/or small businesses and will assist SW JoCo EDC with larger companies as needed. (ongoing)

IX. **Networking Events –** the Chamber will make available the opportunity for the general business community (members and nonmembers) to attend some business assistance events, providing resources to all businesses with needs. Examples include customer service, SCORE, SBDC, Google, etc. (Ongoing)

X. **Community Profile –** the Chamber will work with SW JoCo EDC, the Business & Economic Development Department, and the Communications Manager to collect & distribute community profile information (demographic, etc.) to market the City of Gardner (print and/or online).

Collaboration -

I. **Mid-Year Chamber Luncheon/Breakfast –** the Chamber will coordinate a SW Johnson County Elected Official Event in 2020, inviting city, regional and state elected officials along with top staff person from each entity.

II. **City Staff/Council –** the Chamber will meet at least quarterly with city staff. The Chamber President/CEO and Board Chair will meet annually with the Mayor and City Administrator in the fall to determine progress toward existing and future goals. Chamber staff will attend council meetings semi-annually to provide general updates and associated metrics where applicable.

- 2nd quarter – general update
- 4th quarter – work plan

III. **Business/Community Leadership Program –** the Chamber will explore the viability of beginning a leadership program in 2021 and if feasible, create a plan to move forward. Additionally, the Chamber will work with the Communications Manager for the City of Gardner to determine how leadership program can be complementary to GardnerYou if necessary.

IV. **Gardner City Council –** the Chamber will provide an opportunity for the community to get to know candidates prior to the general election in Nov. 2020 (3rd quarter). This may take the form of an in-person or online activity depending on need and candidate availability.

DRAFT

Tourism/CVB/DMO -

I. **Organizational Structure –** the Chamber, in conjunction with the Economic Development Council as defined in Charter Ordinance 18, will develop the organizational structure of a new Destination Marketing Organization (DMO) including, but not limited to:

- identifying an initial board of directors including the City of Gardner's Parks and Recreation Director
- writing articles of incorporation and bylaws
- filing with the State of KS and IRS

The Chamber will create a DMO operating budget which will be provided to City Council upon request. The Chamber will maintain a separate bank account for the purpose of DMO funds. The Chamber will work to develop and adhere to standard financial procedures.

II. **Visitor Profile Study & Tourism Strategy/Marketing Plan** – the Chamber request proposals from external partners to produce a Visitor Profile Study and Tourism/Marketing Strategy in order to maximize opportunities for tourism spending. The Visitor Profile Study serves as the backbone to understanding who our target demographic is, where they come to Gardner from and how much they spend while they are here. The Tourism Strategy/Marketing Plan outlines the advertising and overall marketing approach that will be used to promote Gardner.

The marketing plan will identify local opportunities for promotion in order to drive traffic to attractions, events and businesses that encourage visitor spending. Categories include:

- Hotels & restaurants, gas stations, transportation services, event venues
- Attractions such as Gardner Historical Museum, Gardner Municipal Airport, New Century Airport, City parks
- Events such as sports tournaments, community events, weddings
- Local organizations that attract visitors such as the Vintage Aircraft Association, Gardner Historical Museum, Johnson County Fair

III. **Tourism Partners –** the Chamber will work with industry partners to promote the Gardner area as opportunities are presented. Partners will include, but are not limited to:

DRAFT

i. KCRDA (Kansas City Regional Destination Alliance)
ii. SportsKS (Kansas Sports Tourism Group)
iii. MeetKS (Kansas Meeting & Convention Group)
iv. NE Kansas Tourism (NEKS Regional Tourism Group)
v. TIAK (Travel Industry Association of Kansas)
vi. VisitKC (Kansas City Convention & Visitors Authority)
vii. TravelKS (State of Kansas Travel & Tourism Division)

IV. **Staff –** working with the new DMO board, the Chamber will determine appropriate staffing needs and if necessary, hire an individual (or reallocate existing staff) to perform DMO operations.

V. **Event Promotion –** the Chamber will assist in promoting events and activities that lead to further economic impact for the Gardner community. These activities may be public or private-led, with a focus on bringing visitors to the community and increasing local spending. Examples include sports tournaments, conventions, meetings, special events, etc.

DRAFT

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Cleverson Souza to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Cleverson Souza to the Citizens Police Advisory Committee with a term expiring November 2023.

Background/Description of Item:

The Citizens Police Advisory Committee currently has three vacancies. The interview committee recommends appointing Cleverson Souza to serve on the Citizens Police Advisory Committee for a term expiring in November 2023.

Suggested Motion:

Appoint Cleverson Souza to serve on the Citizens Police Advisory Committee with a term expiring November 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Al Sanchez to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Al Sanchez to the Citizens Police Advisory Committee with a term expiring November 2023.

Background/Description of Item:

The Citizens Police Advisory Committee currently has three vacancies. The interview committee recommends appointing Al Sanchez to serve on the Citizens Police Advisory Committee for a term expiring in November 2023.

Suggested Motion:

Appoint Al Sachez to serve on the Citizens Police Advisory Committee with a term expiring November 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Rebecca Streeter to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Rebecca Streeter to the Citizens Police Advisory Committee with a term expiring November 2023.

Background/Description of Item:

The Citizens Police Advisory Committee currently has three vacancies. The interview committee recommends appointing Rebecca Streeter to serve on the Citizens Police Advisory Committee for a term expiring in November 2023.

Suggested Motion:

Appoint Rebecca Streeter to serve on the Citizens Police Advisory Committee with a term expiring November 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 8

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Bryce Augustine to the Utility Advisory Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Bryce Augustine to the Utility Advisory Commission with a term expiring February 2021.

Background/Description of Item:

Andrew Krievins recently resigned from the Utility Advisory Commission. The interview committee recommends appointing Bryce Augustine to serve on the Utility Advisory Commission for the remainder of term, expiring February 2021.

Suggested Motion:

Appoint Bryce Augustine to serve on the Utility Advisory Commission with a term expiring February 2021.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 9

MEETING DATE: FEBRUARY 3, 2020

STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider approving a supplemental agreement with Kansas Department of Transportation for the Moonlight Safe Routes to Schools project

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the Mayor to sign a supplemental agreement with Kansas Department of Transportation (KDOT) for the Moonlight Safe Routes to Schools project.

Background/Description of Item:

The Moonlight Safe Routes to Schools project limits are approximately from White Drive to Warren Street along Moonlight Road. The scope of work will include filling in gaps in the existing sidewalk/trail network, replacing substandard areas of sidewalk, and making improvements to meet ADA requirements. Construction is expected to begin in early 2020. In 2016, the City applied to the Mid-America Regional Council (MARC) for funding and was subsequently awarded KDOT funds to be used for construction of the project. At the March 18, 2019 City Council meeting, Council authorized the initial agreement between KDOT and the City to construct the project. The agreement included requirements for the City to submit annual reports as required by KDOT's 5E Program. This supplemental agreement removes those requirements.

Financial Impact:
None

Attachments included:

- Original city-state agreement.
- Supplemental city-state agreement.

Suggested Motion:

Authorize the Mayor to sign a supplemental agreement with KDOT for the Moonlight Safe Routes to Schools project

PROJECT NO. 46 N-0658-01
TA-N065(801)
CONSTRUCTION OF OFF-STREET SCHOOL ROUTE
CITY OF GARDNER, KANSAS

AGREEMENT

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

RECITALS:

A. The City has requested and Secretary has authorized a Safe Routes to School (SRTS) Project utilizing federal funds, as further described in this Agreement.

B. The Secretary and the City desire to construct the Project.

C. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of SRTS projects, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **"City"** means the City of Gardner, Kansas, with its place of business at 120 East Main Street Gardner, KS 66030.

3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **"Construction Contingency Items"** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

5. **"Construction Engineering"** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **"Consultant"** means any engineering firm or other entity retained to perform services for the Project.

7. **"Contractor"** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

8. **"Design Plans"** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

9. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.

10. **"Encroachment"** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

11. **"FHWA"** means the Federal Highway Administration, a federal agency of the United States.

12. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.

13. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

14. **"Letting" or "Let"** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

15. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on the Secretary's own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.

16. **"Participating Costs"** means expenditures for items or services which are an integral part of highway, bridge, road, and other infrastructure construction projects, as reasonably determined by the Secretary.

17. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the City.

18. **"Preliminary Engineering"** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **constructing sidewalks, trails, ADA-complaint ramp improvements, and pavement markings on Moonlight Road from Warren Street to White Drive in Gardner, Kansas**, as described in the City's SRTS Project Application, incorporated into this Agreement by this reference, and is the subject of this Agreement.

20. **"Project Limits"** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **"Responsible Bidder"** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **"Right of Way"** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

24. **"Utilities" or "Utility"** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, but not to exceed $252,000.00 in FFY 2020 TA funds for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed $315,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project.

5. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken, prosecuted and completed for and on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent, and all things hereinafter done by the Secretary in connection with the Project are hereby by the City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the City acting in its own individual corporate capacity instead of by its agent. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

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

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

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

8. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

9. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. If federal funds are used in the acquisition of Right of Way, any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on KDOT Right of Way. *Intentionally Deleted.*

(f) Use of City Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

10. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The

City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

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

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any

other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all performing Construction Engineering to comply with the high visibility apparel requirements of the *KDOT Safety Manual,* Chapter 4, Section 8 Fluorescent Vests. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

15. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) Permanent Traffic Control. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to FHWA approval.

(c) Parking Control. The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) Traffic Movements. The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering, up to $315,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) and Construction Engineering that exceed $315,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL SRTS PROGRAM REQUIREMENTS:

1. **5E Program Administration and Reporting.** The City will, at its own cost and expense, implement the 5E Program as specified in the City's SRTS Project Application. The City agrees that the implementation of the 5E Program is integral to ensuring safe routes to schools. The City will prepare and deliver to the Secretary annual reports in the form provided by the Secretary, regarding the City's participation in the 5E Program for a two (2) year period following execution of this Agreement. Further, the City will prepare and deliver the required SRTS Evaluation documentation in a form acceptable to the Secretary and in accordance with all form instructions for 5E Program surveys, available through the National Center for Safe Routes to School (currently http://www.saferoutesinfo.org).

2. **No 4(f) Status.** It is the Parties' intention that neither this Agreement nor the Project create or expand the status of any land involved in this Project as a "significant publicly owned public park, recreation area, or wildlife and waterfowl refuge, or any significant historic site," for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135 ("4(f) status"), except as otherwise modified by this Agreement.

(a) Safe Routes to School. Unless otherwise stated below in this section, the Parties agree the major purposes or functions of land involved in the Project are to preserve or enhance the scenic, historic, environmental or archeological aspects, or the usefulness for intermodal users (including bicyclists, pedestrians, and other non-motorized transportation users) of existing or new transportation facilities. It is further agreed any park, recreation or refuge purposes or functions are secondary or incidental for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135. Exceptions: NONE.

(b) 4(f) Determinations. The Parties agree for purposes of any future determinations of 4(f) status issues as required by 49 U.S.C. § 303 or applicable regulations the Secretary is hereby designated as the public official having jurisdiction of such determinations. However, it is not the intent of this section to affect the determination of whether a historic or archaeological site is on or eligible for inclusion on the National Register of Historic Places.

3. **Change in Use.** After the Project is completed, any change in the public use of the real property for the Project will require written approval from the Secretary with FHWA concurrence.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

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

ATTEST:

CITY CLERK (Date)

(SEAL)

THE CITY OF GARDNER, KANSAS

MAYOR

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

   The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

PROJECT NO. 46 N-0658-01
TA-N065(801)
CONSTRUCTION OF OFF-STREET SCHOOL ROUTE
CITY OF GARDNER, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Gardner, Kansas** ("City"), **collectively**, the "Parties."

RECITALS:

A. The Parties entered into an Agreement dated July 22, 2019 for the construction of an off-street school route (the "Original Agreement").

B. The Parties mutually desire to supplement the Original Agreement to remove a reference to an outdated reporting requirement.

NOW, THEREFORE, the Parties agree as follows:

1. On page 11 of the Original Agreement, Article IV, paragraph 1, be replaced in its entirety to read as follows:

1. **5E Program Administration and Reporting**. *Intentionally Deleted*.

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

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

ATTEST:

THE CITY OF GARDNER, KANSAS

_____
CITY CLERK (Date)

_____
MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 10

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the approval of an agreement with Johnson County for the construction of a Stormwater Management Project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the mayor to approve the agreement between Johnson County and the City of Gardner.

Background:

In 2017, Johnson County approved the Santa Fe, Waverly to Poplar project for funding through their Stormwater Management Program. Costs for construction of the stormwater-related improvements on the project are eligible for reimbursement from the County.

Financial Impact:

The total cost of the stormwater-related design as bid by Amino Brothers is $1,432,032.22. The County will reimburse the City in an amount equal to 75% of eligible expenses. The City will be responsible for the remaining costs, which will be furnished through the Special Highway Fund.

Attachments:

- Agreement between Johnson County and the City of Gardner

Suggested Motion:

Authorize the mayor to approve the agreement with Johnson County for construction of a Stormwater Management Project known as Santa Fe Street and Waverly Road Stormwater Improvements

Agreement between
Johnson County and the City of Gardner
For Construction of a Stormwater Management Project known as
Santa Fe Street and Waverly Road Stormwater Improvements
KC-18-044

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Gardner (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.

2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.

3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.

4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.

5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the construction of the stormwater management project identified as Santa Fe Street and Waverly Road Stormwater Improvements (the "Project"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

- **Policy and Procedures**. The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project shall be undertaken, constructed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.

- **Estimated Project Cost**. The parties acknowledge and agree that this agreement obligates the parties to proceed with the construction phase of the Project. For budget and accounting purposes, the total project cost including the design engineering, estimated construction engineering and construction costs of the construction phase of the Project is One Million Seven Hundred Forty Eight Thousand Seven Hundred Forty One Dollars ($1,748,741) based upon engineering and design assumptions which the construction contract bid prices and construction inspection contract prices may or may not confirm.

- **Option to Terminate**. Upon receiving construction bids for the Project, the City shall determine the total engineering and construction costs for the construction phase of the Project based upon contract bid amounts. Within seven days of the construction contract bid date, the City shall notify the County, in writing, of the total engineering and construction costs for the construction phase of the Project. In the event total estimated construction engineering and construction costs for the construction phase of the Project exceed the Stormwater Management Program's estimated construction phase cost of the Project, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

  The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the bid date of the contract. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the design and estimated construction cost of One Million Seven Hundred Forty Eight Thousand Seven Hundred Forty One Dollars ($1,748,741) in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project costs shall be increased accordingly.

  Should the total engineering and construction costs for the construction phase of the Project exceed the amount of this agreement, the County agrees to either:

  a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project within thirty days of the receipt of the notification of total

engineering and construction costs for the construction phase of the Project, or;

b. Authorize the City to proceed with the construction of the Project.

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute additional funds to the Project in an amount sufficient to cover any and all additional expenditures over and above the amount of this agreement in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for the Project costs shall be increased accordingly.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

- **Project Construction**. The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project according to the Final Plans and Specifications ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations.

- **Administration of Project**. It is acknowledged and agreed that the City shall enter into all contracts relating to the Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all construction and other contracts for the Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

  The City shall be responsible for requiring adequate performance and payment bonds for the Project from the Project Contractor. The City shall discharge and satisfy any mechanic's or materialman's lien that encumbers the Project and the costs thereof shall not be considered a reimbursable cost under this agreement. Notwithstanding the foregoing, costs and expenses, including reasonable attorneys' fees, incurred by the City to enforce a contract of indemnity under a performance or payment bond shall be reimbursable, subject to any limitations on reimbursement set forth in the Policy and Procedures or this agreement.

  The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required

insurance coverage and limits shall be established by the City but shall not, in any event, be less than $2,000,000 on a per occurrence basis for general liability coverage for the general contractor and $1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the Project, in substantially the form set out in Exhibit B attached hereto.

- **County Contribution Toward Project Costs**. The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project as follows:

  Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Stormwater Engineer detailing total Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

  The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Stormwater Engineer may require the City to supplement the Payment Request as needed to satisfy the County Stormwater Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

  The County agrees to make payment to the City within thirty days following the County Stormwater Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

  Within sixty days from the date of the completion of the Project, the City shall provide the County with a final accounting of Project costs and the County's share of such costs, whereupon the County shall make a final reimbursement to the City as provided in this agreement. For purposes of this agreement, the Project shall be deemed complete on the earliest date upon which any of the following events occur:

  a. The City notifies the County that the Project is complete, subject to usual and customary "punch list" items.

  b. The Project architect or construction engineer issues to the City a certificate of substantial completion for the Project.

c. The date the County Stormwater Engineer certifies, in good faith, that the Project is substantially complete following an inspection of the Project by the County Stormwater Engineer who shall be accompanied by a City representative.

- **Limitation of Liability.** To the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act, including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

  This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

  In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the Project Contractor chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

  > The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.
>
> The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

- **Notice Addresses**. Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

If to the County:	**If to the City:**
Mr. Kent Lage, P.E.	Tim McEldowney, P.E.
Urban Services Manager	City Engineer
Johnson County Public Works	City of Gardner
1800 W. Old 56 Highway	120 E. Main
Olathe, KS 66061	Gardner, KS 66030

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

- **Effective Date**. Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

Board of County Commissioners Of Johnson County, Kansas	**City of Gardner**
Ed Eilert, Chairman	Steve Shute, Mayor
Attest:	Attest:
Lynda Sader Deputy County Clerk	City Clerk
Approved as to Form:	Approved as to Form:
Robert A. Ford Assistant County Counselor	City Attorney

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 11

MEETING DATE: FEBRUARY 3, 2020
STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider approving the issuance of Cereal Malt Beverage (CMB) licenses for calendar year 2020

Strategic Priority: Business & Economic Development

Department: Administration

Staff Recommendation:
Staff recommends approving the issuance of a Cereal Malt Beverage (CMB) license for 2020 for a new applicant.

Background/Description of Item:
The following business has applied for a "General Retailer" license to sell cereal malt beverages (CMB) in 2020. The applicant requested a public hearing to take comments on approving a waiver of distance limitation to sell CMBs within 200 feet of a church. A public hearing was held on October 21, 2019, and the waiver of distance limitation was granted later that same meeting. The applicant has passed the requisite background checks.

Applicants requesting a "General Retailer" license to sell cereal malt beverages for consumption on the premises:

- The Locale Event Space, LLC, 132 E. Main Street

Suggested Motion:
Approve the issuance of a Cereal Malt Beverage (CMB) license for the listed entity for the calendar year 2020.