AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 2, 2020
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. 2019 End of Year Financial Report
2. Funding Capacity Analysis
3. 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 February 17, 2020.
2. Standing approval of City expenditures prepared February 14, 2020 in the amount of $1,281,411.49; and February 19, 2020 in the amount of $11,195.74; and February 21, 2020 in the amount of $471,640.29.
3. Consider authorizing a change order for pavement replacement on the Airport Sanitary Sewer Extension project
4. Consider authorizing the execution of a construction contract for the Tuscan Farms First Plat – Phase 1 Project
5. Consider the appointment of Gary Fleming to the Parks & Recreation Advisory Committee
6. Consider the appointment of Joe Neneman to the Parks & Recreation Advisory Committee
7. Consider the appointment of Steve Blue to the Parks & Recreation Advisory Committee

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider a recommendation to appoint City of Gardner representatives to the Kansas Municipal Energy Agency Board of Directors
2. Consider a recommendation to implement Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration Program

OLD BUSINESS

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

NEW BUSINESS

1. Consider approval of the 2020 State Legislative Agenda
2. Consider adopting an ordinance amending sections of the Gardner Municipal Code levying certain fees to be established by the Governing Body by resolution
3. Consider adopting an ordinance amending sections of the Gardner Municipal Code relating to the payment of fees for certain services, permits and licenses
4. Consider authorizing the execution of an agreement with the Kansas Governor's Grant Program for the Services/Training/Officers/Prosecutors Violence Against Women Act (S.T.O.P. VAWA) Grant
5. Consider authorizing the addition of one full time employee (FTE) to the Police Department's 2020 budget

---

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.

AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 2, 2020
7:00 p.m.

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

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.

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 1**

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2019 End of Year Financial Report

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

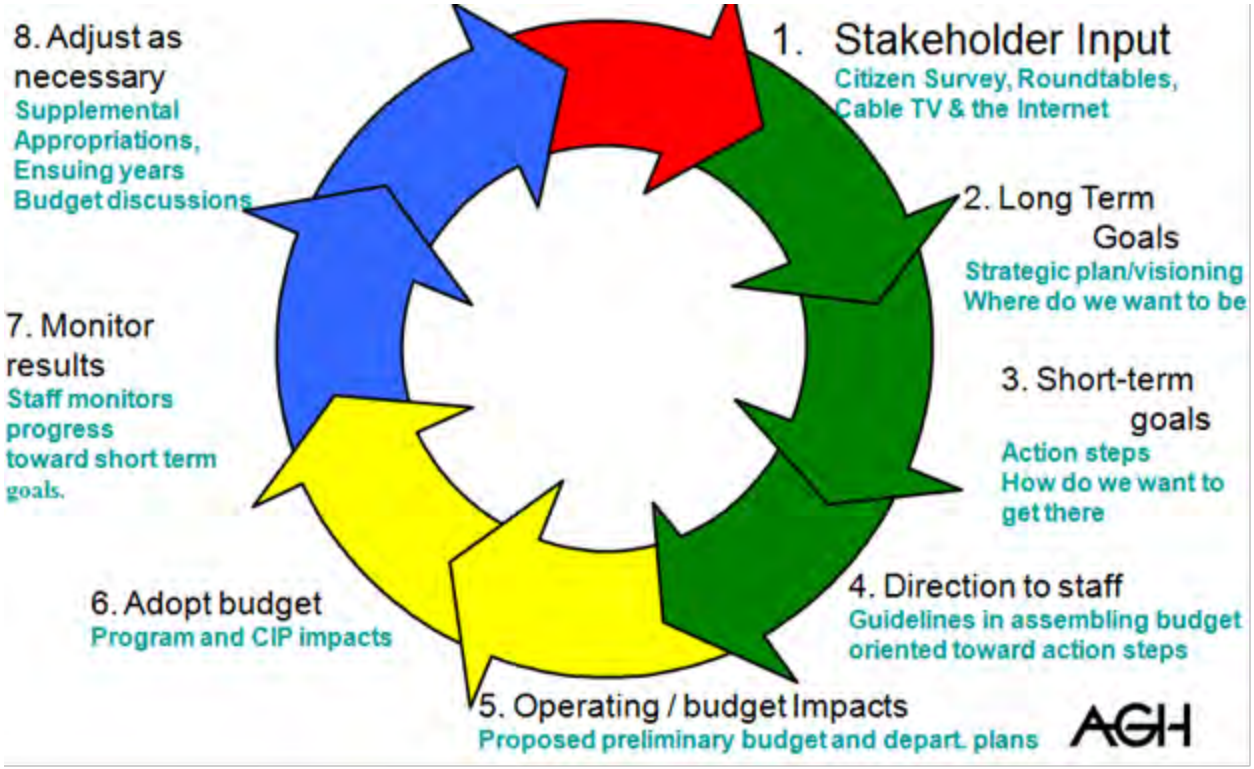
Finance Director Matthew Wolff will present the 2019 End of the Year Financial Report to the Governing Body.

GARDNER KANSAS
Blazing New Trails

2019 EOY Financial Report

March 2, 2020

Priority-Based Budgeting



2019 EOY Financial Report

EOY 2019 – General Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue favorable to Estimate by 3.5% or $455k
  - Expenditures unfavorable to Estimate by -1.3% or $176k
  - Fund balance increased from Estimate 26% to 28%

2019 EOY Financial Report

EOY 2019 – General Fund Revenues

- Revenue greater than Estimate by 3.5% or $455k

Property tax	+1.2%	$ 37k
Sales/use tax	+3.1%	$ 92k
Franchise tax	-0.8%	($ 2k)
Licenses/permits	+44.1%	$ 121k
Intergovernmental	-0.4%	($ 8k)
Recreation revenues	-5.6%	($ 48k)
Court fines & fees	+1.2%	$ 6k
Interest earnings	+308.7%	$ 77k
Other/misc.	+20.3%	$180k

2019 EOY Financial Report

EOY 2019 – General Fund Expenditures

- Expenditures unfavorable to Estimate by -1.3% or ($176k)
  - Public Works dump truck unfavorable ($133k)
  - SWJCEDC moved to G.F. unfavorable ($85k)
  - Other budget changes favorable $42k

2019 EOY Financial Report

EOY 2019 – Electric Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue unfavorable - 4.9% ($865k)
  - Expenses favorable + 9.4% $1,596k
  - Fund balance increased from Estimate 68% to 80%

- $ 3.1M in Electric Capital Replacement Reserve Fund

2019 EOY Financial Report

EOY 2019 – Water Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue unfavorable - 17.2% ($1.3M)
  - Expenses unfavorable - 1.5% ($449k)
  - Fund balance decreased from Estimate -62% to -67%
  - Fund balance without Water Treatment Plant capital project (debt to be issued in 2020) $4.6M, 81%

2019 EOY Financial Report

EOY 2019 – Wastewater Fund Summary

- Actual vs Estimate (Revised) Budget
  - Revenue unfavorable - 26.3% ($3.1M)
  - Expenses favorable + 36.7% $3.4M
  - Fund balance increased from Estimate 18% to 33%

2019 EOY Financial Report

Summary

- General Fund is above 20-25% target at 28%
- Electric Fund is robust
- Water and Wastewater Funds are adequate
- Overall fiscal condition is sound

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 2**

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Fiscal Capacity

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Senior Municipal Advisor Bruce Kimmel, from Ehlers, will present his fiscal capacity analysis.

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 3**

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Chamber of Commerce

Strategic Priority: Fiscal Stewardship

Department: Finance

Background/Description of Item:

Jason Camis, President and CEO of the Gardner Edgerton Chamber of Commerce, will be at the meeting to present the Chamber's Board of Directors decision regarding its partnership with multiple municipalities and funding structure.

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2020 – 21
February 17, 2020

The City Council of the City of Gardner, Kansas met in regular session on February 17, 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 Business & Economic Development Director Larry Powell; Public Works Director Michael Kramer; Parks and Recreation Director Jason Bruce; Police Chief James Belcher; Finance Director Matthew Wolff; Attorney F. Charles Dunlay; 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. AAA Community Traffic Safety Award Presentation

Retired Master Deputy Bob Hamilton presented the AAA Community Traffic Safety Award. Mr. Hamilton is a law enforcement liaison in NE Kansas. He worked in traffic safety 28 years and understands how important traffic safety is. They work with AAA to find law enforcement agencies across the state that are qualified for award. Gardner Police Department is one of 38 departments receiving this award. They are being recognized for having a community-based traffic safety committee, called Operation Impact, where officers from both sides of the state line meet monthly to discuss traffic situations across the metro. There are points for having a departmental policy on seatbelt use. There is a seatbelt law in Kansas, but there are still agencies that are not wearing seatbelts. Gardner scored on their application for their special traffic enforcement programs like Click It or Ticket, You Drink You Drive You Lose, 420, seatbelt use and the enforced electronic communication restrictions for drivers. GPD is receiving their 4th consecutive award, and it's a silver award. As proof of the work that the Gardner PD has done, they've made 205 alcohol arrests, wrote over 108 seatbelt violations. The seatbelt use in teens and child passengers rates is excellent, having gone from 96 to 98 percent. The number of vehicle crashes fell while statewide the number went up. There were no fatality crashes. Hamilton thanked the mayor and council for their support of Chief Belcher and the Police Department.

PUBLIC HEARING

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 3, 2020**
2. **Standing approval of City expenditures prepared January 27, 2020 in the amount of $1,663.09; and January 31, 2020 in the amount of $441,980.76; and February 7, 2020 in the amount of $146,912.81**
3. **Consider authorizing the execution of a Change Order with Amino Brothers to construct the Santa Fe Improvements project**
4. **Consider authorizing the execution of an agreement with Kansas Department of Transportation (KDOT) for construction improvements for the Center Street Sidewalk project**
5. **Consider the authorizing the purchase of a tractor for the Parks & Recreation Department**
6. **Consider authorizing the execution of an agreement with Schlagel & Associates for the design of the**

East Sewer Main Interceptor at Prairie Trace

7. Consider authorizing the execution of a contract with William Morris Endeavor Entertainment for headlining entertainment during the 2020 Independence Day event

Councilmember Melton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance rezoning 71.4 acres located just west of the Kill Creek Road and W 167th Street from County RUR (Rural, Agriculture) District to City R-1 (Single-Family Residential) District

Business & Economic Development Director Larry Powell said this is a new subdivision property coming into the city, directly south of Symphony Farms, covering the ground between 167th and St. John's Trace and is approximately 71 acres. Planning Commission has approved preliminary plat, and it will be brought forward in 45 phases with 150 lots in three tracts. It will be called Hilltop Ridge. It's a single-family residential housing subdivision and was annexed into the city in December 2019. This is a rezoning designation from RUR to R-1 for single-family use.

Councilmember Melton asked if the roads will be connected right away or phased in? Director Powell said it would be phased in. The construction is planned to start at the north end at 167th Street and work south. They have a limitation to the number of housing units they can have on a road with one entrance, so when they start the 2nd phase, they are going up to 40. Thirty is the normal limit. Forty units have been preapproved by the fire department for this phase. After that, it will go up and reconnect at Osage Street. There are two routes the developer can take, and it's unclear which he will take at this time as it's still in engineering.

Mayor Shute asked why the R-1 and not RP-1? Director Powell said the R-1 district fit what the developer needed.

Councilmember Melton made a motion to adopt an ordinance changing the zoning classifications or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas

Councilmember Gregorcyk seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2649.

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

2. Consider adopting an ordinance approving amendment TA-20-01 to GMC Title 17 *Land Development Code* of the *Gardner Municipal Code*

DRAFT

Business & Economic Development Director Larry Powell said this is a continuation of a discussion that took place in January 2020. The governing body initiated this potential text amendment to the Gardner Land Development Code directing the Planning Commission to consider revising the use provisions for Communications and Utilities to permit Public Utility Facility – Major as a Conditional Use subject to additional standards in additional zoning districts (including the agriculture district). As the community grows, there is a need to provide public utility services to outlying areas. Based on a comparison of the adopted utility plans and future land-use maps, it may be advisable that some major public utility facilities be developed on sites planned for agriculture or residential zoning. The city's sanitary sewer plant is zoned agricultural. This would set up the criteria to set up within a specified zoning with conditions. The city's sanitary sewer plant is zoned agricultural within the city limits and it's on a conditional use, but it was built under a previous code. Since they adopted the new LDC in August 2016, if they were to build on it, they would have to re-approve it. This is the process to start that reapproval for that particular existing facility, plus if they create a new utility project, this will set up criteria for them to be able to be located within a specified zoning area with conditions.

Mayor Shute said it's nice being proactive, fixing something before it becomes a problem.

Councilmember Melton made a motion to adopt an ordinance amending the Land Development Code of the City of Gardner, Kansas by amending the sections of Title 17 of the Gardner Municipal Code

Councilmember Winters seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2650.

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

OLD BUSINESS

NEW BUSINESS

1. Consider adopting a resolution authorizing the City of Gardner to execute a Special Warranty Deed, a Release of Real Estate, and other release documents and to take certain other action to effect the option to purchase the project pursuant to the lease agreement in connection with the City's not to exceed $52,000,000 Industrial Revenue Bonds (taxable under federal law), Series 2009 (US Industrial REIT II)

Finance Director Matt Wolff said in November 2009, the city passed an ordinance authorizing the issuance of industrial revenue bonds to finance acquisition construction and improvement of a commercial facility known as Coleman. As part of the project, the city approved a 50% property tax abatement for 10 years. That abatement has ended on December 31, 2019. During the abatement period, the city took ownership of the property and leased it back to the original property owner. Now that the abatement has ended, the city needs to convey the property back to the entity that's been assigned the interest in the lease. Now that the abatement is over, when taxes are levied again in November 2020, the property tax will be taxed at the full amount and will lead to an increase of approximately $108,000 in property taxes for the city.

Councilmember Melton called upon Attorney Dunlay. There's a criminal investigation at the DA's office related to Councilmember Gregorcyk's March 6, 2018 vote on Excelligence. Should he recuse himself on this vote because this is a similar thing, so as not to cause an extra conflict with the current investigation. Attorney Dunlay

DRAFT

responded with regard to a potential investigation, or whether or not the existence of an investigation is in place by the DA's office from which they have no knowledge as the DA office is separate from this body, he recommends leaving that the decision of the councilmember to make that determination himself. It's not appropriate for the governing body to dictate the recusal on the vote. That is a matter of determination for the attorney's office going forward. Dunlay has no reason provide this body with advice on this item. Councilmember Baldwin clarified it doesn't matter the status of the investigation. Dunlay said the status of the investigation is beyond the answer of this body and beyond his knowledge and it's inappropriate for him to comment as to that matter. There is no reason under law that the member must recuse himself. Councilmember Melton asked what if he's directly employed by that? Councilmember Baldwin said if the investigation comes out negatively, are they putting themselves in liability? Attorney Dunlay doesn't believe there would be any liability, as a single councilmember possesses no individual authority with regard to the ability to influence or take action. A councilmember may only take action as a member of the body.

Mayor Shute said it is good news that this was a successful IRB.

Councilmember Gregorcyk said he will recuse during voting, and doesn't understand political grandstand on Melton's behalf. It will be seen when the outcome, if there is an outcome, he is not employed by Excelligence or by Coleman. He's not on their payroll. It was a misnomer that was politically motivated and emotional, but he will abstain from this vote.

Councilmember Gregorcyk made a motion to adopt the resolution. Attorney Dunlay said if Gregorcyk is going to abstain from voting, he should not move the motion forward. Dunlay said he may do so, but suggests that he doesn't. Gregorcyk withdrew his motion.

Councilmember Melton made a motion to adopt a resolution authorizing the City of Gardner to execute a Special Warranty Deed, a Release of Real Estate, and other release documents and to take certain other action to effect the option to purchase the project pursuant to the lease agreement in connection with the City's not to exceed $52,000,000 Industrial Revenue Bonds (taxable under federal law), Series 2009 (US Industrial REIT II)

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2048.

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

2. Consider accepting a voluntary annexation with landowner consent

Business and Economic Development Director Larry Powell stated this is a voluntary land annexation. A few years ago, they entered into an MOU with Kansas Logistics Business Corporation for a proposed project that unfortunately did not continue at that time. The company has continued to market the facility and is moving forward. The next step they need to take is to have this property annexed into the city to prepare the property. This is a voluntary request for annexation of approximately 122 acres located west of city limits and at the south end of the city's airport. It's between 183rd St, 56 Hwy, and Four Corners Rd.

Mayor Shute said there may be questions about the nature of this annexation as this is being annexed pursuant to a piece of land that's already in the city of Gardner but is not directly connected to the city. Director Powell said the voluntary annexation statute was amended in the recent past to allow for any property that touches a portion of the city to be annexed voluntarily. It used to exclude island annexation properties, but no longer does so. The

DRAFT

park property the city has had in the city limits as an island annexation for several years acts as a piece of the city and this property directly abuts. After review by the city attorney, this is an acceptable method to annex the property.

Attorney Dunlay said this voluntary annexation is consistent with recent amended legislation over the last several years. This is the sort of annexation for which the law anticipates and expects.

Mayor Shute appreciates the work put into this.

Councilmember Melton made a motion to accept the Voluntary Consent Annexation request of Heartland Family Farms LLC, 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 2651.

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

COUNCIL UPDATES

Director Powell said it's been busy. Several new projects have come in which will move into the upcoming Planning Commission meeting. Olathe Medical Center open house is coming in March. It's an opportunity for the public to review the new medical facility and learn about its future growth patterns and how the south end of the city will be improved and affected, and they can see the future use for the existing doctor office. Price Chopper is moving along quickly. The building is winterized and sealed up, and work is taking place inside. Weather has impacted work on the parking lot. It is on schedule to be completed in June. Looking forward to road projects coming soon. Public is already aware of some on the west end. Be aware of orange barrel season.

Director Kramer said the sanitary sewer project to serve the airport passed all testing requirements. Last Friday they were able to connect the bathroom at the old flight school building and a new bathroom at VAA building. One of the best things is that KDOT provided a lot of money for this project.

Director Bruce thanked council for the support for the Independence Day event. They hope to make an announcement early April. It's a big act currently on the radio. Staff is diligently hiring seasonals, and they had over 540 applications. Staff is conducting interviews. Director Bruce and Jen Jordan, grants writer, are heading to Wichita for a presentation with the Kansas Dept. of Wildlife, Parks and Tourism to seek grant funding for Quail Meadows trail, which would be a connector to the Kill Creek trail just completed. It's in partnership with the county. He met with Great Life about a grand reopening at the golf course including disc golf. They are looking at early June. Disc golf is almost completed and they have some donated signage. Mayor Shute said folks reached out to him and he guided them to Director Bruce regarding sponsorships of events and signage. This is a platform for Director Bruce, what is the process of they wanted to participate or contribute? Director Bruce said they just rolled out the 2020 sponsorship program. Contact anyone in the Parks Department for more information. There are all kinds of sponsorships, from signage to league sponsors, event sponsors, a lot of opportunity for marketing. Councilmember Winters asked what's the plan for St. Johns Park? There are a lot of homes, new subdivision coming in. Director Bruce believes there is land purchase and park in CIP. Director Wolff said land purchase and park development in CIP. Parks is currently going through their CIP for the next 5 years. Councilmember Winters. Asked if that's the next one on the list following Quail Meadows? Director Bruce said yes, but these new areas of development coming in, they are meeting with developers and being included in meetings. They are looking at

DRAFT

ways to get connectivity throughout the new neighborhoods with trails. Director Powell said the complexity of putting together a public parks trail way system as they build a community; things come in bits and pieces. Something comes in on one end of town, and then something else on the other end of town. The planning department works with the other departments on connectivity so that when it's time to be built, the access and easement are in place to do so. They've worked hard with parks department on recent subdivisions on the west end of town because they have fallen in line to build the areas in question. There will be long-term community improvements as they build the system. Departments work together to ensure they all get what they need.

Mayor Shute asked City Clerk Rose about committees. Rose said she needs more applications for the PW and Accessibility Advisory Committee. Shute said there are a lot of questions about ADA and sidewalk access. He hopes those folks put their name in.

Chief Belcher received a communication from Kansas Law Enforcement Training Center that they love having training at the Justice Center. They will schedule more trainings, which is good for staff because the city gets free spots in the training classes for hosting. There is a CPAC meeting Monday, February 24th at 7pm at the Justice Center.

Attorney Dunlay said they have been paying attention to Senate Bill 380 offered by the KCTA with regard to cable and telecommunication ROW access fees, and elimination or reduction of related charges consistent with those provided to franchise rules related to similar reductions for wireless services in the last legislative session and the likelihood of combining those. Mayor Shute asked if he can provide fiscal repercussions if this passes? Would there be a hard cap on franchise fees? Dunlay said the concern is whether there will be a significant reduction or elimination of franchise fees for municipal services. Last year, because of the desire for increased opportunities for rural and exurban communities to obtain 5G communications, the legislature substantially limited the ability of municipalities to exercise their rights within the ROW. Now cable companies are pursuing the same access. Councilmember Gregorcyk attended the committee last week. Overland Park already has an opinion. Cox Communication said they've already paid for the ROW, so they don't need to pay again. Someone against the bill compared it to buying a movie ticket for 7pm, and when the movie is over, they go down the hall and watch another movie at 10pm with the same ticket. That's what these companies are wanting to do. There are also safety concerns and control concerns. Attorney Dunlay said Cox and Spectrum have championed cable strand wireless communication. The same ROW provisions that cities have previously entered into agreements with providers for, they want to provide on their existing aerial telecom devices without being charged for those. There is additional concerns that with the combination of the two acts plus FCC regulations will the city ultimately lose control of the ROW. Mayor Shute said according to the opinions he's seen from League of Kansas Municipalities, that's what they feel is going to happen. Dunlay said the League is very concerned and they are following up. Mayor Shute said it's a very big concern amongst communities in Johnson County. In rural areas they only have one or two providers, but in Johnson County, there are multiple providers competing for the same ROW. Dunlay said there is a consortium that he's a part of and they have been addressing the concerns of their communities as related to prospective changes. It's a dynamic issue, because the opportunity to bring 5G to the community is great, but if that opportunity comes with putting a pole every 35 feet in the ROW without costs or assessment fees to inspect those, then the city becomes responsible for determining whether those facilities are safe. Shute said it pushes liability from the telecomm provides back on to the city. Dunlay said yes, but also the city has paid for the ROW previously, so it's a balancing act. Dunlay said expect to see changes to planning and zoning regulations and ROW ordinances.

Gregorcyk has had community members that live on the north and south side of 183rd/Cherokee St. west of Gardner Rd that have expressed safety concerns of children crossing the road, and heavy-haul trucks that are using that road as a northern entrance to LPKC. They have a designated intersection off I-35 they could use. He doesn't know if they need to do a traffic study. He suggests a barrier that would limit or stop heavy haul traffic going westbound into LPKC. Maybe like a height clearance. Director Kramer said they can look at pedestrian safety in that area, but Johnson County uses that as a route for emergency vehicles, so anything that would stop a truck could hamper emergency vehicles. The intersection is signed as "no truck traffic". Mayor Shute said they

DRAFT

have local trucks that use that, as there are businesses directly west of Center St. There are through trucks coming from that point west, and there's an island there to deter trucks from using the area by narrowing the pavement area, but the island is covered in black marks, trucks continue to go through because it's shorter to go that way. There is a residential neighborhood, and there are heavy haul trucks coming down that road. They are wrecking the road and creating a significant safety hazard. It's considered an arterial road for the Fire District. Councilmember Gregorcyk doesn't want to impede local businesses. It's not the local trucks that are the concern, it's the corrugated metal containers on chassis. If staff can provide options, they can get information to citizens. Attorney Dunlay said they can coordinate with the Police Department with regard to "no through traffic", but then it's a matter of enforcement. Councilmember Baldwin asked about removable metal pylons. They can be automatic and placed at the border of the two cities, and the mechanism that lowers them can be triggered by an emergency vehicle. Councilmember Melton said weather will play a part with the mechanics, getting the street plowed and other maintenance will be an issue. The trucks will still turn down there, and now they are down the street with no way to turn around. Baldwin said they can patrol that with trucks turning and it says no trucks. They'll figure out after they get a ticket a few times. Melton said they can do that now. Mayor Shute said the concern is the damage that will take place if they try to back out with no place to go. Melton asked if they can put a flashing "local trucks only" on the traffic signal, so when they see the turn arrow to go left, they see the sign? Chief Belcher said Director Kramer had it right, they can work together to figure out some options and what is the best way to move forward with enforcement and the crosswalk is a big concern. Mayor Shute said the trucks disregard those "no trucks" signs and go down residential streets. Chief Belcher pointed out that Ofc. Adams is one of the city's commercial vehicle inspectors and he's worked that road before. They can work with Public Works to figure out options. Councilmember Gregorcyk appreciates everyone's input, and he can tell the residents they are looking into it.

Councilmember Gregorcyk asked what is status on Grata project? They got it annexed, and a lot of work was done, but where are they? Mayor Shute said they are working through the site plan with the developer. Director Powell said there is a public hearing scheduled for the February Planning Commission meeting, which is the next step for rezoning. As one of the three zones they plan to use, an RP-3 zone requires a planned site plan. Staff has been in review of that, and has issue with the way they want to use some of the different types of land development code aspects. The city's code is set up as if it's this kind of house then it's this kind of street. The developer wants to mix and match. They don't always work well together. Deviations are being asked for by developer. Staff has a meeting with City Administrator Pruetting tomorrow and will be in touch with Grata regarding the next steps.

Councilmember Melton spoke with Grata developer today and he requested deviations. If they allow deviations, they should be codified into code. Melton is looking for consensus to see if they want to amend the code. He suggests getting having a work session to see if they want to amend the code. Mayor Shute said they would be looking at more text amendments, and they need to have staff involved. A work session is great, but he doesn't know if those changes being requested warrant a text amendment. Councilmember Baldwin said it would be best to have Planning Commission and staff have the work session. Melton said that's why he brought it up, to move it along. The developer is worried it would take 6 months. Councilmember Winters recommends that this go to Planning Commission and staff first. Councilmember Gregorcyk agrees with Melton because the Planning Commission has to work within finite guidelines. He recommends a work session with staff and then push it to the Planning Commission. They can table it because it's on an agenda item for PC, and then bring it back which would be a 30-day window versus months. Melton said they couldn't table it because they are on a time constraint for Grata. Director Powell said there are four timelines being convoluted. There is a timeline that Grata is working under to get the project underway. The city has a separate timeline to provide negotiated utilities underway. Land Development Code changes typically take 90 days, so this would be a 90-day delay not 30 days. Powell said the Planning Commission needs to have the opportunity to work through the deviations with the applicant and present them to council and council will have an opportunity to tweak. Mayor Shute said any changes would take a super majority. Powell said the council would make their decision as a group and vote what is best for the community. If

DRAFT

that's to change something in the code, the proper time to consider it would be when it's a recommendation to you from the Planning Commission and council can address the recommendations.

Councilmember Gregorcyk if a work session on a Monday before Planning Commission is a benefit? Councilmember Baldwin doesn't believe they should meet before Planning Commission because of appearances. The developer comes with his wants, council puts them on paper, Planning Commission approves it, and then council approves it. It sets a bad precedent. It should start at Planning Commission and let it come up, because that process needs to be proper. Mayor Shute said it needs to be proper, but also consistent and replicatable in the future for the next developer with a big project and their own requests. Gregorcyk agrees and will let it move through the Planning Commission

Councilmember Melton recommends residents attend the Citizens Police Advisory Committee meeting next Monday night.

EXECUTIVE SESSION

1. Consider recessing into executive session to discuss matters of attorney-client privilege

Recess into executive session pursuant to K.S.A. 75-4319 (b) (2), to discuss matters of attorney-client privilege beginning at 8:00 pm; returning to regular session at 8:20 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 beginning at 8:00 p.m.; and returning to regular session at 8:20 p.m.

Councilmember Baldwin 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 8:20 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 Gregorcyk and seconded by Councilmember Baldwin the meeting adjourned at 8:21 p.m.

_____
City Clerk

DRAFT

EXPENDITURE APPROVAL LIST
AS OF: 02/14/2020 PAYMENT DATE: 02/14/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003528	00	ADAMS PRO PHOTO							
37462		000280		00	02/14/2020	001-1110-411.47-01	COUNCIL PHOTOS	EFT:	350.00
							VENDOR TOTAL *	.00	350.00
0004834	00	ADVENTHEALTH							
567662		000281		00	02/14/2020	601-1230-412.31-15	POST OFFER PHYSICAL	EFT:	261.00
							VENDOR TOTAL *	.00	261.00
0004116	00	AEROTEK, INC							
OP09284694		000282		00	02/14/2020	001-6105-461.31-15	TEMP WAGES	EFT:	880.00
							VENDOR TOTAL *	.00	880.00
0004197	00	AID ANIMAL HOSPITAL, INC							
402638		000283		00	02/14/2020	001-2120-421.52-20	EXAM VACCINES	309.94	
							VENDOR TOTAL *	309.94	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
66506		000284		00	02/14/2020	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	2,388.72
							VENDOR TOTAL *	.00	2,388.72
0001986	00	ANIXTER, INC.							
4495525-01		000285		00	02/14/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	868.36
4494208-00		000286		00	02/14/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	743.88
4504941-00		000287		00	02/14/2020	501-4130-441.52-31	CABINETS	EFT:	1,562.89
4491924-00		000288		00	02/14/2020	501-4130-441.52-25	STREET LIGHT FIXTURES	EFT:	4,149.10
							VENDOR TOTAL *	.00	7,324.23
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
55M40920		000289		00	02/14/2020	521-4220-442.31-15	TREE TRIMMING	EFT:	3,881.60
							VENDOR TOTAL *	.00	3,881.60
0004860	00	AT&T MOBILITY							
02082020		000605		00	02/14/2020	001-2110-421.40-03	DEPT. CELL PHONES	1,586.56	
							VENDOR TOTAL *	1,586.56	
0002847	00	BLACK HILLS ENERGY							
4848285043		0220000290		00	02/14/2020	501-4120-441.31-15	MONTHLY BILLING	EFT:	75.36
							VENDOR TOTAL *	.00	75.36
0099999	00	BRANDIE MARIE SHARP							
75237		000278		00	02/14/2020	001-0000-228.30-00	CASH BOND REFUND	175.00	
							VENDOR TOTAL *	175.00	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS488664		PI0056	007250	00	01/20/2020	521-4220-442.52-13	CHEMICALS FOR WATER TRTMT	EFT:	5,257.42
BMS502460		PI0059	006996	00	02/05/2020	521-4220-442.52-13	CHEMICALS FOR WATER SYSTM	EFT:	770.00
BMS502458		PI0061	007234	00	02/05/2020	521-4220-442.52-13	CHEMICALS FOR WATER SYSTM	EFT:	2,486.25
BMS502459		PI0062	007247	00	02/05/2020	521-4220-442.52-13	WATER TRTMT CHEMICALS	EFT:	940.80
							VENDOR TOTAL *	.00	9,454.47
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							

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
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
5		PI0060	007179	00	02/10/2020	521-4240-442.61-03	HILLSDALE PLANT EXPANSION	EFT:	762,809.32
							VENDOR TOTAL *	.00	762,809.32
0000001	00	CENTURYLINK							
313696625	0220	000606		00	02/14/2020	001-3116-431.40-03	MONTHLY BILLING	19.88	
313696625	0220	000607		00	02/14/2020	001-3120-431.40-03	MONTHLY BILLING	36.91	
							VENDOR TOTAL *	56.79	
0003203	00	COLLINS & HERMANN INC							
79577		000608		00	02/14/2020	001-3120-431.31-15	GUARD RAIL REPAIR	3,485.00	
							VENDOR TOTAL *	3,485.00	
0001557	00	DATCO, INC							
198474		000291		00	02/14/2020	001-2120-421.53-02	HAT W/ EMBROIDERY-WHITE	17.15	
							VENDOR TOTAL *	17.15	
0099999	00	DIANSHAI SHERRELL SMITH							
70852		000279		00	02/14/2020	001-0000-228.30-00	CASH BOND REFUND	5.00	
							VENDOR TOTAL *	5.00	
0002738	00	DITCH WITCH PLATNIUM CARD							
01282020		000292		00	02/14/2020	501-4130-441.52-04	WASH DOWN WAND	209.27	
							VENDOR TOTAL *	209.27	
0003481	00	DPC INDUSTRIES INC							
817000071-20		PI0054	007249	00	01/07/2020	521-4220-442.52-13	WATER TRTMT CHEMICALS	EFT:	643.00
817000119-20		PI0055	007249	00	01/21/2020	521-4220-442.52-13	WATER TRTMT CHEMICALS	EFT:	643.00
							VENDOR TOTAL *	.00	1,286.00
0002511	00	ENRIGHT LAWNS, INC							
23385		000609		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	1,850.00
23422		000610		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	950.00
23427		000611		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	1,375.00
23458		000612		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	1,375.00
23479		000613		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	775.00
23496		000614		00	02/14/2020	603-3150-431.31-15	SNOW REMOVAL	EFT:	325.00
							VENDOR TOTAL *	.00	6,650.00
0004946	00	EVERGY							
4469208877	0120	000293		00	02/14/2020	521-4220-442.40-05	MONTHLY BILLING	99.15	
6466308678	0120	000294		00	02/14/2020	531-4320-443.40-05	MONTHLY BILLING	194.83	
							VENDOR TOTAL *	293.98	
0001917	00	FLAME-OUT							
50299		000295		00	02/14/2020	001-2110-421.43-02	FIRE EXTINGUISHER INSPECT	EFT:	306.53
							VENDOR TOTAL *	.00	306.53
0003841	00	FUNFLICKS KS							
6285593		000296		00	02/14/2020	001-6110-461.54-51	JULY SCREEN RENTAL	394.00	

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
0003841	00	FUNFLICKS KS							
6285587		000297		00	02/14/2020	001-6110-461.54-51	JUNE SCREEN RENTAL	394.00	
6285567		000298		00	02/14/2020	001-6110-461.54-51	MAY SCREEN RENTAL	394.00	
							VENDOR TOTAL *	1,182.00	
0000086	00	GALLS, LLC							
014943896		000301		00	02/14/2020	001-2110-421.53-02	SWEATER-CHIEF BELCHER	EFT:	45.94
014967907		000299		00	02/14/2020	001-2120-421.53-02	PATROL BOOTS - VIRUETE	EFT:	124.99
014957148		000300		00	02/14/2020	001-2120-421.53-02	PATROL BOOTS	EFT:	125.00
							VENDOR TOTAL *	.00	295.93
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
02012020		000302		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
02012020		000303		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
02012020		000304		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
02012020		000305		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
02012020		000306		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
02012020		000307		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
02012020		000308		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
02012020		000309		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
02012020		000310		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
02012020		000311		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
02012020		000312		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
02012020		000313		00	02/14/2020	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	431.00
0000297	00	HERITAGE-CRYSTAL CLEAN							
16117968		000615		00	02/14/2020	001-3116-431.44-02	WASHER PARTS	EFT:	444.81
							VENDOR TOTAL *	.00	444.81
0001536	00	ICE-MASTERS, LLC							
129392		000618		00	02/14/2020	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	30.00
129392		000617		00	02/14/2020	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	31.00
129392		000616		00	02/14/2020	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	31.00
							VENDOR TOTAL *	.00	92.00
0000102	00	ICMA RETIREMENT TRUST - 457							
281714		000635		00	02/14/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,087.34
							VENDOR TOTAL *	.00	8,087.34
0001830	00	IMSA							
66846 1/20		000619		00	02/14/2020	001-3120-431.46-02	MEMBERSHIP IMSA	270.00	
							VENDOR TOTAL *	270.00	
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
3807		000623		00	02/14/2020	001-3120-431.31-15	LOCATING SERVICE	EFT:	1,256.25
3807		000620		00	02/14/2020	501-4130-441.40-06	LOCATING SERVICE	EFT:	1,256.25
3807		000621		00	02/14/2020	521-4230-442.40-06	LOCATING SERVICE	EFT:	1,256.25
3807		000622		00	02/14/2020	531-4330-443.40-06	LOCATING SERVICE	EFT:	1,256.25
							VENDOR TOTAL *	.00	5,025.00
0004271	00	IRON MOUNTAIN 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
0004271	00	IRON MOUNTAIN INC								
CJWS716		000314		00	02/14/2020	001-1150-411.31-15	SHREDDING SERVICE		EFT:	118.65
							VENDOR TOTAL *		.00	118.65
0004859	00	JACKSON LEWIS								
7480005		PI0057	007251	00	01/30/2020	001-1140-411.31-02	EMPLOYEE BENEFIT CONSULT.		EFT:	5,292.50
7485322		000320		00	02/14/2020	001-1140-411.31-02	ADVICE AND COUNSEL		EFT:	1,204.50
							VENDOR TOTAL *		.00	6,497.00
0000300	00	KANSAS DEPT OF REVENUE								
0044-2CJ5-4G7A		000641		00	02/14/2020	001-0000-207.20-00	JAN 2020 SALES TAX	CHECK #:	103	1.30
0044-7G7F-5JBG		000639		00	02/14/2020	501-0000-207.20-00	JAN 2020 SALES TAX	CHECK #:	103	48,765.36
0044-7G7F-5JBG		000636		00	02/14/2020	501-4110-441.48-02	JAN 2020 SALES TAX	CHECK #:	103	133.07
0044-7G7F-5JBG		000637		00	02/14/2020	501-4120-441.48-02	JAN 2020 SALES TAX	CHECK #:	103	53.37
0044-7G7F-5JBG		000638		00	02/14/2020	501-4130-441.48-02	JAN 2020 SALES TAX	CHECK #:	103	47.72
044-BKR5-B337		000642		00	02/14/2020	501-4130-441.48-02	JAN 2020 SALES TAX	CHECK #:	103	12.36
0044-2CJ5-4G7A		000640		00	02/14/2020	551-0000-207.20-00	JAN 2020 SALES TAX	CHECK #:	103	121.43
							VENDOR TOTAL *		.00	49,134.61
0002671	00	KANSAS GAS SERVICE								
161419073	0120	000316		00	02/14/2020	501-4130-441.40-04	MONTHLY BILLING		752.06	
105901600	0120	000315		00	02/14/2020	551-4520-445.40-04	MONTHLY BILLING		611.50	
							VENDOR TOTAL *		1,363.56	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.								
10244		000627		00	02/14/2020	001-3120-431.31-15	STORMWATER LOCATING SVC		EFT:	83.10
10645		000316		00	02/14/2020	501-4130-441.40-06	LOCATES		EFT:	9.60
10244		000624		00	02/14/2020	501-4130-441.40-06	ELECTRIC LOCATING SERVICE		EFT:	83.10
10244		000625		00	02/14/2020	521-4230-442.40-06	WATERLINE LOCATING SERVIC		EFT:	83.10
10246		000316		00	02/14/2020	531-4320-443.31-15	LOCATES		EFT:	14.40
10244		000626		00	02/14/2020	531-4330-443.40-06	SEWERLINE LOCATING SVC		EFT:	83.10
							VENDOR TOTAL *		.00	356.40
0000332	00	KANSAS STATE TREASURER								
51690		000316		00	02/14/2020	001-0000-207.10-17	MUNICIPAL COURT REVENUE		105.00	
51690		000316		00	02/14/2020	001-0000-207.10-13	MUNICIPAL COURT REVENUE		714.00	
51690		000316		00	02/14/2020	001-0000-207.10-14	MUNICIPAL COURT REVENUE		198.00	
51690		000316		00	02/14/2020	001-0000-207.10-11	MUNICIPAL COURT REVENUE		247.50	
51690		000316		00	02/14/2020	001-0000-207.10-12	MUNICIPAL COURT REVENUE		4,672.50	
51690		000316		00	02/14/2020	001-0000-207.10-15	MUNICIPAL COURT REVENUE		250.00	
51714		000316		00	02/14/2020	001-0000-207.10-16	MUNICIPAL COURT REVENUE		200.00	
51714		000316		00	02/14/2020	001-0000-207.10-17	MUNICIPAL COURT REVENUE		198.00	
51714		000316		00	02/14/2020	001-0000-207.10-13	MUNICIPAL COURT REVENUE		1,233.00	
51714		000316		00	02/14/2020	001-0000-207.10-14	MUNICIPAL COURT REVENUE		352.00	
51714		000316		00	02/14/2020	001-0000-207.10-11	MUNICIPAL COURT REVENUE		259.50	
51714		000316		00	02/14/2020	001-0000-207.10-12	MUNICIPAL COURT REVENUE		4,880.00	
51714		000316		00	02/14/2020	001-0000-207.10-15	MUNICIPAL COURT REVENUE		453.00	
51714		000316		00	02/14/2020	001-0000-207.10-16	MUNICIPAL COURT REVENUE		140.00	
							VENDOR TOTAL *		13,902.50	
0001626	00	KMEA GRDA OPERATING ACCT								

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
0001626	00	KMEA GRDA OPERATING ACCT								
GRDA-GD-20-03		000316		00	02/14/2020	501-4120-441.41-01	MONTHLY BILLING		EFT:	204,922.24
							VENDOR TOTAL *		.00	204,922.24
0003399	00	KMEA WAPA OPERATING FUND								
WAPA-GA-20-02		000316		00	02/14/2020	501-4120-441.41-01	MONTHLY BILLING		EFT:	4,947.67
							VENDOR TOTAL *		.00	4,947.67
0002489	00	KPERS								
1526301		000643		00	02/14/2020	721-0000-202.03-01	021320 PAY PERIOD	CHECK #:	112	41,076.63
							VENDOR TOTAL *		.00	41,076.63
0003568	00	KPERS RETIREMENT								
1526307		000644		00	02/14/2020	721-0000-202.03-03	021320 PAY PERIOD	CHECK #:	118	608.83
							VENDOR TOTAL *		.00	608.83
0002490	00	KPF								
1526309		000645		00	02/14/2020	721-0000-202.03-02	021320 PAY PERIOD	CHECK #:	113	27,865.41
							VENDOR TOTAL *		.00	27,865.41
0004769	00	KRONOS SAASHR, INC								
11565770		000628		00	02/14/2020	602-1340-413.47-05	MONTHLY BILLING		EFT:	1,652.06
							VENDOR TOTAL *		.00	1,652.06
0099999	00	KUECK, GAVIN								
000061379		UT		00	02/07/2020	501-0000-229.00-00	MANUAL CHECK		17.60	
							VENDOR TOTAL *		17.60	
0004658	00	LE UPFITTER LLC								
7101		000982		00	02/14/2020	001-2120-421.53-02	MEDIA POUCHES		EFT:	69.75
							VENDOR TOTAL *		.00	69.75
0004949	00	LEGAL RECORD, THE								
L84585		000316		00	02/14/2020	001-7110-471.47-01	LEGAL NOTICES		17.38	
L84253		000316		00	02/14/2020	117-3120-431.62-05	PUBLICATION		9.51	
L84254		000316		00	02/14/2020	117-3120-431.62-05	PUBLICATION		9.51	
L84314		000629		00	02/14/2020	403-3130-431.62-02	PUBLICATION		11.48	
							VENDOR TOTAL *		47.88	
0099999	00	LYNN, ROBERT								
000032309		UT		00	02/13/2020	501-0000-229.00-00	FINAL BILL REFUND		33.71	
							VENDOR TOTAL *		33.71	
0001122	00	MADDEN RENTAL								
5229		000316		00	02/14/2020	551-4520-445.43-01	PORTABLE TOILETS		EFT:	175.00
							VENDOR TOTAL *		.00	175.00
0000123	00	MARC								
02112020		000316		00	02/14/2020	001-1140-411.46-02	MARC SALARY FRINGE		EFT:	390.00
							VENDOR TOTAL *		.00	390.00
0099999	00	MARTENS FAMILY ENTERPRISES								

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	MARTENS FAMILY ENTERPRISES							
000035017		UT		00	02/07/2020	501-0000-229.00-00	MANUAL CHECK	25.50	
							VENDOR TOTAL *	25.50	
0003579	00	MID-STATES MATERIALS LLC							
84005		000983		00	02/14/2020	001-6120-461.52-01	GRAVEL FOR GOLF COURSE	147.73	
							VENDOR TOTAL *	147.73	
0099999	00	O'DONNELL & SONS CONSTRUCTION							
02102020		000277		00	02/14/2020	521-0000-228.20-21	HYDRANT METER DEP. REFUND	500.00	
							VENDOR TOTAL *	500.00	
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-138254		000316		00	02/14/2020	501-4130-441.52-09	HYDRAULIC OIL-SHOP USE	EFT:	54.73
0354-138690		000316		00	02/14/2020	501-4130-441.52-12	BATTERY&GENERATOR-SHOP	EFT:	121.74
0354-139415		000316		00	02/14/2020	501-4130-441.52-04	FILTERS FOR TRUCK P.M.	EFT:	352.87
0354-141368		000316		00	02/14/2020	501-4130-441.52-09	OIL FOR TRUCK P.M.	EFT:	295.55
0354-141377		000316		00	02/14/2020	501-4130-441.52-04	CABIN & OIL FILTER	EFT:	20.71
0354-141605		000316		00	02/14/2020	501-4130-441.52-09	DIESEL FUEL ANTI GEL ADD.	EFT:	118.09
0354-142282		000316		00	02/14/2020	501-4130-441.52-04	FUEL FILTERS & ADDITIVE	EFT:	29.54
							VENDOR TOTAL *	.00	993.23
0000256	00	OTTAWA COOP							
48397 0120		000630		00	02/14/2020	001-3120-431.52-09	FUEL	607.66	
48397 0120		000316		00	02/14/2020	521-4220-442.52-09	DIESEL FUEL	110.27	
48397 0120		000316		00	02/14/2020	521-4230-442.52-09	DIESEL FUEL	101.12	
							VENDOR TOTAL *	819.05	
0001569	00	PAYCOR, INC							
9517531		000646		00	02/14/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	529.30
							VENDOR TOTAL *	.00	529.30
0000149	00	PRAXAIR DISTRIBUTION INC							
94693592		000631		00	02/14/2020	001-3116-431.44-02	CYLINDER RENTAL	EFT:	156.03
							VENDOR TOTAL *	.00	156.03
0003566	00	PREFERRED FAMILY HEALTHCARE INC							
02102020		000316		00	02/14/2020	125-1120-411.49-04	ALCOHOL TAX FUND DIST.	EFT:	5,600.00
							VENDOR TOTAL *	.00	5,600.00
0003866	00	SAFE SITTER INC							
62251		000984		00	02/14/2020	001-6110-461.47-54	INSTRUCTOR	EFT:	101.00
							VENDOR TOTAL *	.00	101.00
0004830	00	SECURITY BANKCARD CENTER							
01/2020		000322		00	02/13/2020	001-1120-411.46-01	TN SERV FEE UNIVERSITY OF	EFT:	113.88
01/2020		000323		00	02/13/2020	001-1120-411.46-01	UNIVERSITY OF KANSAS	EFT:	3,995.63
01/2020		000324		00	02/13/2020	001-1120-411.46-01	CHEGG ORDER	EFT:	56.91
01/2020		000325		00	02/13/2020	001-1120-411.54-51	OTC BRANDS INC	EFT:	166.97
01/2020		000326		00	02/13/2020	001-1120-411.54-51	IDEASTAGE PROMOTION	EFT:	48.95

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							
01/2020		000327		00	02/13/2020	001-1120-411.54-51	SQ SUGAR MAMMA SWE	EFT:	588.00
01/2020		000329		00	02/13/2020	001-1120-411.54-51	POSITIVE PROMOTIONS	EFT:	399.46
01/2020		000330		00	02/13/2020	001-1120-411.54-51	AMZN MKTP US PJ2VG61N3	EFT:	13.99
01/2020		000331		00	02/13/2020	001-1120-411.54-51	AMZN MKTP US S38CW1C73	EFT:	34.99
01/2020		000332		00	02/13/2020	001-1120-411.54-51	AMZN MKTP US MQ1C250C3	EFT:	45.89
01/2020		000333		00	02/13/2020	001-1120-411.54-51	AMZN MKTP US UC5305SR3	EFT:	29.97
01/2020		000334		00	02/13/2020	001-1120-411.54-51	WAL-MART #5307	EFT:	126.07
01/2020		000335		00	02/13/2020	001-1120-411.54-51	JOHNSON COUNTY EQUIPMENT	EFT:	40.51
01/2020		000336		00	02/13/2020	001-1120-411.54-51	FEDEX OFFIC27100002717	EFT:	453.00
01/2020		000337		00	02/13/2020	001-1120-411.46-01	PAYPAL APNACOURSE	EFT:	200.00
01/2020		000338		00	02/13/2020	001-1120-411.52-20	ADOBE ACROPRO SUBS	EFT:	16.41
01/2020		000340		00	02/13/2020	001-1120-411.52-20	AMZN MKTP US RM7A14GZ3	EFT:	40.34
01/2020		000328		00	02/13/2020	001-1130-411.31-15	CANVA 02563-2109734	EFT:	12.95
01/2020		000339		00	02/13/2020	001-1140-411.46-01	CHIPOTLE ONLINE	EFT:	108.96-
01/2020		000341		00	02/13/2020	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	12.83
01/2020		000342		00	02/13/2020	001-1140-411.47-04	THE UPS STORE 5784	EFT:	10.95
01/2020		000343		00	02/13/2020	001-1140-411.47-04	USPS PO 1933770514	EFT:	1.60
01/2020		000344		00	02/13/2020	001-1140-411.52-20	STAPLS7228517952000001	EFT:	63.98
01/2020		000346		00	02/13/2020	001-1140-411.52-20	FLOWER MAN	EFT:	65.98
01/2020		000347		00	02/13/2020	001-1140-411.52-20	AMZN MKTP US IR6C77VA3	EFT:	4.90
01/2020		000348		00	02/13/2020	001-1140-411.46-01	SQ GROUNDHOUSE COFFEE	EFT:	13.00
01/2020		000349		00	02/13/2020	001-1140-411.52-20	PRICE CHOPPER #117	EFT:	14.00
01/2020		000350		00	02/13/2020	001-1150-411.52-20	STAPLS7228636727000001	EFT:	52.87
01/2020		000351		00	02/13/2020	001-1150-411.46-01	WSU MARKETPLACE	EFT:	385.00
01/2020		000354		00	02/13/2020	001-1305-413.46-01	SOUTHWES 5262157590678	EFT:	297.96
01/2020		000355		00	02/13/2020	001-1310-413.46-01	HOTEL 9205984319697	EFT:	250.18
01/2020		000356		00	02/13/2020	001-1310-413.52-20	AMZN MKTP US 9G4H925W3	EFT:	26.97
01/2020		000357		00	02/13/2020	001-1310-413.46-01	KTA - TRANSA TEMP - RET	EFT:	5.00
01/2020		000358		00	02/13/2020	001-1310-413.46-01	WSU PARKEON	EFT:	15.00
01/2020		000359		00	02/13/2020	001-1310-413.46-01	KTA - TRANSA TEMP - RET	EFT:	5.00
01/2020		000360		00	02/13/2020	001-1310-413.46-01	WSU PARKEON	EFT:	15.00
01/2020		000361		00	02/13/2020	001-1310-413.46-01	KTA - TRANSA TEMP - RET	EFT:	5.25
01/2020		000362		00	02/13/2020	001-1310-413.46-01	THE CAR PARK WILLIAMS ST	EFT:	5.00
01/2020		000363		00	02/13/2020	001-1310-413.46-01	WSU PARKEON	EFT:	13.50
01/2020		000364		00	02/13/2020	001-1310-413.46-01	KTA - TRANSA TEMP - RET	EFT:	5.00
01/2020		000365		00	02/13/2020	001-1310-413.46-01	HILTON GARDEN INN	EFT:	269.80
01/2020		000366		00	02/13/2020	001-1310-413.46-01	THE CAR PARK WILLIAMS ST	EFT:	5.00
01/2020		000367		00	02/13/2020	001-1310-413.52-20	AMZN MKTP US 8L6038EZ3	EFT:	12.56
01/2020		000376		00	02/13/2020	001-2110-421.46-02	PAYPAL KS AS CD EN	EFT:	66.00
01/2020		000377		00	02/13/2020	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	2.34
01/2020		000378		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	34.01
01/2020		000381		00	02/13/2020	001-2110-421.46-01	IACP	EFT:	425.00
01/2020		000383		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	16.49
01/2020		000384		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	15.98
01/2020		000386		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	71.91
01/2020		000387		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	5.99
01/2020		000388		00	02/13/2020	001-2110-421.52-20	PEAVEY CORP.	EFT:	103.90
01/2020		000393		00	02/13/2020	001-2110-421.46-01	GOODCENTS SUBS - 0071 - G	EFT:	70.37
01/2020		000395		00	02/13/2020	001-2110-421.46-02	MID-STATES ORGANIZED CRIM	EFT:	200.00

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							
01/2020		000396		00	02/13/2020	001-2110-421.52-20	AMAZON PRIME NW42R79H3	EFT:	12.99
01/2020		000397		00	02/13/2020	001-2110-421.52-20	AMAZON PRIME	EFT:	119.00-
01/2020		000406		00	02/13/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	18.99
01/2020		000411		00	02/13/2020	001-2110-421.53-02	GALLS	EFT:	47.15
01/2020		000382		00	02/13/2020	001-2120-421.46-01	MCC BLUE RIVER	EFT:	1,990.00
01/2020		000385		00	02/13/2020	001-2120-421.46-01	INSIGHT BEHAVIORAL HEALTH	EFT:	300.00
01/2020		000389		00	02/13/2020	001-2120-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	614.37
01/2020		000390		00	02/13/2020	001-2120-421.43-05	BIG O 16001 - GARDNER	EFT:	175.99
01/2020		000391		00	02/13/2020	001-2120-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	1,137.02
01/2020		000392		00	02/13/2020	001-2120-421.43-05	BRET'S AUTOWORKS 0000522	EFT:	226.93
01/2020		000399		00	02/13/2020	001-2120-421.46-01	PAYPAL TABCOOPERAS	EFT:	498.00
01/2020		000400		00	02/13/2020	001-2120-421.52-20	AMZN MKTP US HN1X47YF3	EFT:	68.95
01/2020		000401		00	02/13/2020	001-2120-421.52-20	AMZN MKTP US HZ7H249C3	EFT:	32.05
01/2020		000402		00	02/13/2020	001-2120-421.52-20	AMAZON.COM LU0UH4XU3	EFT:	71.40
01/2020		000403		00	02/13/2020	001-2120-421.52-20	AMZN MKTP US HS3XA79S3	EFT:	33.99
01/2020		000404		00	02/13/2020	001-2120-421.46-01	STREETCOP	EFT:	249.00
01/2020		000405		00	02/13/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	150.00
01/2020		000407		00	02/13/2020	001-2120-421.46-01	ATTENDIFY (SPRING 202)	EFT:	200.00
01/2020		000408		00	02/13/2020	001-2120-421.46-01	ATTENDIFY (SPRING 202)	EFT:	600.00
01/2020		000409		00	02/13/2020	001-2120-421.46-01	INSIGHT BEHAVIORAL HEALTH	EFT:	300.00
01/2020		000410		00	02/13/2020	001-2120-421.46-01	PUBLIC AGENCY TRAINING	EFT:	525.00
01/2020		000394		00	02/13/2020	001-2130-421.46-01	IN KANSAS ANIMAL CONTROL	EFT:	200.00
01/2020		000412		00	02/13/2020	001-3110-431.46-01	JOHNNYS TAVERN - PRAIRIE	EFT:	12.99
01/2020		000413		00	02/13/2020	001-3116-431.52-20	FRANKLIN PLANNER	EFT:	46.94
01/2020		000415		00	02/13/2020	001-3116-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	55.72
01/2020		000421		00	02/13/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	4.69
01/2020		000425		00	02/13/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	50.36
01/2020		000427		00	02/13/2020	001-3116-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	425.97
01/2020		000428		00	02/13/2020	001-3116-431.52-20	PRIME INDUSTRIAL PRODUCT	EFT:	22.26
01/2020		000429		00	02/13/2020	001-3116-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	87.36
01/2020		000437		00	02/13/2020	001-3116-431.52-20	O'REILLY AUTO PARTS 354	EFT:	50.36
01/2020		000450		00	02/13/2020	001-3116-431.52-20	CMI	EFT:	26.06
01/2020		000417		00	02/13/2020	001-3120-431.52-16	NAPA AUTO PARTS GARDNER	EFT:	26.98
01/2020		000424		00	02/13/2020	001-3120-431.52-04	O'REILLY AUTO PARTS 354	EFT:	5.36
01/2020		000430		00	02/13/2020	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	132.32
01/2020		000435		00	02/13/2020	001-3120-431.52-16	AMERICAN EQUIPMENT CO	EFT:	553.60
01/2020		000438		00	02/13/2020	001-3120-431.52-02	NAPA AUTO PARTS GARDNER	EFT:	162.29
01/2020		000439		00	02/13/2020	001-3120-431.52-04	O'REILLY AUTO PARTS 354	EFT:	448.93
01/2020		000440		00	02/13/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	14.49
01/2020		000441		00	02/13/2020	001-3120-431.52-20	WALGREENS #10150	EFT:	6.00
01/2020		000442		00	02/13/2020	001-3120-431.52-20	WALGREENS #10150	EFT:	13.49
01/2020		000443		00	02/13/2020	001-3120-431.52-20	SQ GAMBINO'S PIZZA	EFT:	109.39
01/2020		000444		00	02/13/2020	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	119.56
01/2020		000445		00	02/13/2020	001-3120-431.52-02	ORSCHELN FARM AND HOME ST	EFT:	20.99
01/2020		000446		00	02/13/2020	001-3120-431.52-09	GERKEN RENT ALL GARDNER	EFT:	16.50
01/2020		000447		00	02/13/2020	001-3120-431.52-08	GRASS PAD WAREHOUSE	EFT:	43.08
01/2020		000448		00	02/13/2020	001-3120-431.52-02	FASTENAL COMPANY 01KSKA3	EFT:	179.00
01/2020		000449		00	02/13/2020	001-3120-431.52-08	GRASS PAD WAREHOUSE	EFT:	43.08
01/2020		000451		00	02/13/2020	001-3120-431.52-16	SPRAYER SPECIALITIES, INC	EFT:	203.76

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							
01/2020		000452		00	02/13/2020	001-3120-431.52-02	GRAINGER	EFT:	215.33
01/2020		000453		00	02/13/2020	001-3120-431.52-20	CHINA TASTE	EFT:	62.70
01/2020		000454		00	02/13/2020	001-3120-431.52-20	CHINA TASTE	EFT:	77.60
01/2020		000455		00	02/13/2020	001-3120-431.52-08	CMI	EFT:	16.56
01/2020		000456		00	02/13/2020	001-3120-431.52-20	AUSTINS BAR GRILL	EFT:	78.00
01/2020		000457		00	02/13/2020	001-3120-431.52-20	BLAZERS	EFT:	57.74
01/2020		000414		00	02/13/2020	001-3130-431.46-01	KSU CASHIERS OFFICE IV	EFT:	175.00
01/2020		000416		00	02/13/2020	001-3130-431.46-01	KSU SALINA CONT. EDUC.	EFT:	60.00
01/2020		000553		00	02/13/2020	001-6105-461.52-20	AMAZON.COM ER23B5G73	EFT:	19.98
01/2020		000554		00	02/13/2020	001-6105-461.52-20	AMAZON.COM 4V9OO2ST3	EFT:	26.42
01/2020		000555		00	02/13/2020	001-6105-461.52-20	STAPLES DIRECT	EFT:	84.76
01/2020		000556		00	02/13/2020	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	75.00
01/2020		000557		00	02/13/2020	001-6105-461.52-20	STAPLES DIRECT	EFT:	66.92
01/2020		000558		00	02/13/2020	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	285.00
01/2020		000561		00	02/13/2020	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	210.00
01/2020		000563		00	02/13/2020	001-6105-461.46-01	AMAZON PRIME BP20E2V63	EFT:	12.99
01/2020		000570		00	02/13/2020	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	305.00
01/2020		000571		00	02/13/2020	001-6105-461.47-02	THE UPS STORE 5784	EFT:	160.00
01/2020		000548		00	02/13/2020	001-6110-461.54-51	AMZN MKTP US G79WG5JO3	EFT:	47.67
01/2020		000549		00	02/13/2020	001-6110-461.54-51	AMZN MKTP US IC79P8E83	EFT:	19.99
01/2020		000550		00	02/13/2020	001-6110-461.54-51	AMZN MKTP US Y77CN18U3	EFT:	9.93
01/2020		000551		00	02/13/2020	001-6110-461.54-51	INSTAFUN K INSTAFUNKC	EFT:	650.00
01/2020		000552		00	02/13/2020	001-6110-461.54-51	AMZN MKTP US 7Y6HX6JF3	EFT:	54.88
01/2020		000565		00	02/13/2020	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2020		000566		00	02/13/2020	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2020		000567		00	02/13/2020	001-6110-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2020		000568		00	02/13/2020	001-6110-461.46-01	KANSAS RECREATION & PARK	EFT:	200.00
01/2020		000569		00	02/13/2020	001-6110-461.54-51	AT HOME STORE #114	EFT:	63.24
01/2020		000422		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	24.05
01/2020		000423		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	1.20
01/2020		000560		00	02/13/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
01/2020		000562		00	02/13/2020	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	90.08
01/2020		000572		00	02/13/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	85.58
01/2020		000573		00	02/13/2020	001-6120-461.52-01	CMI	EFT:	130.52
01/2020		000574		00	02/13/2020	001-6120-461.52-20	TRAILS WEST ACE HDWE	EFT:	229.99
01/2020		000575		00	02/13/2020	001-6120-461.52-20	THE HOME DEPOT #2218	EFT:	27.50
01/2020		000576		00	02/13/2020	001-6120-461.46-01	SP THE POOL TRAINING	EFT:	590.00
01/2020		000577		00	02/13/2020	001-6120-461.52-02	FASTENAL COMPANY 01KSKA3	EFT:	104.23
01/2020		000578		00	02/13/2020	001-6120-461.43-02	KC BOBCAT	EFT:	164.92
01/2020		000579		00	02/13/2020	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	198.00
01/2020		000580		00	02/13/2020	001-6120-461.46-01	KANSAS RURAL WATER ASN	EFT:	675.00
01/2020		000581		00	02/13/2020	001-6120-461.52-02	TRAILS WEST ACE HDWE	EFT:	15.99
01/2020		000582		00	02/13/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	53.58
01/2020		000583		00	02/13/2020	001-6120-461.43-02	BIG O 16001 - GARDNER	EFT:	28.00
01/2020		000584		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	9.95
01/2020		000585		00	02/13/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	5.30
01/2020		000586		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	17.60
01/2020		000587		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	33.24
01/2020		000588		00	02/13/2020	001-6120-461.43-02	O'REILLY AUTO PARTS 354	EFT:	45.35

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							
01/2020		000589		00	02/13/2020	001-6120-461.52-01	WAL-MART #5307	EFT:	36.58
01/2020		000590		00	02/13/2020	001-6120-461.53-02	TRAILS WEST ACE HDWE	EFT:	27.99
01/2020		000591		00	02/13/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	6.50
01/2020		000592		00	02/13/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	12.87
01/2020		000593		00	02/13/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	17.98
01/2020		000594		00	02/13/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	10.99
01/2020		000595		00	02/13/2020	001-6120-461.53-02	ORSCHELN FARM AND HOME ST	EFT:	144.99
01/2020		000596		00	02/13/2020	001-6120-461.43-01	TRAILS WEST ACE HDWE	EFT:	39.54
01/2020		000559		00	02/13/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
01/2020		000564		00	02/13/2020	001-6130-461.52-15	KS.GOV PAYMENT	EFT:	220.00
01/2020		000597		00	02/13/2020	001-7110-471.52-20	STAPLS7228847661000001	EFT:	58.99
01/2020		000598		00	02/13/2020	001-7110-471.52-20	STAPLS7228847661000002	EFT:	11.29
01/2020		000432		00	02/13/2020	001-7120-471.43-05	NAPA AUTO PARTS GARDNER	EFT:	3.21
01/2020		000436		00	02/13/2020	001-7120-471.43-05	WINTERS AUTOMOTIVE & TRAN	EFT:	748.12
01/2020		000599		00	02/13/2020	001-7120-471.46-01	SOUTHWES 5262162098588	EFT:	289.96
01/2020		000600		00	02/13/2020	001-7120-471.46-02	IAEI	EFT:	120.00
01/2020		000601		00	02/13/2020	001-7120-471.46-01	ORLEANS HOTEL & CASINO	EFT:	49.72
01/2020		000602		00	02/13/2020	001-7120-471.46-01	INT'L CODE COUNCIL INC	EFT:	800.00
01/2020		000603		00	02/13/2020	001-7120-471.46-02	INT'L CODE COUNCIL INC	EFT:	100.00
01/2020		000379		00	02/13/2020	401-2120-421.61-03	WAYFAIR WAYFAIR	EFT:	58.30
01/2020		000380		00	02/13/2020	401-2120-421.61-03	POWER EQUIP DIRECT	EFT:	5.00-
01/2020		000398		00	02/13/2020	401-2120-421.61-03	TITAN DISTRIBUTORS	EFT:	543.20
01/2020		000469		00	02/13/2020	501-4110-441.47-04	USPS PO 1933770514	EFT:	22.00
01/2020		000471		00	02/13/2020	501-4110-441.52-20	PAYPAL FLAGSOURCEU	EFT:	63.70
01/2020		000484		00	02/13/2020	501-4110-441.52-20	BUY WORK CHAIRS	EFT:	409.99
01/2020		000476		00	02/13/2020	501-4120-441.46-01	FAIRFIELD INN & SUITES	EFT:	109.04
01/2020		000477		00	02/13/2020	501-4120-441.46-01	FAIRFIELD INN & SUITES	EFT:	109.04
01/2020		000478		00	02/13/2020	501-4120-441.52-12	TRAILS WEST ACE HDWE	EFT:	8.74
01/2020		000479		00	02/13/2020	501-4120-441.52-20	WALGREENS #10150	EFT:	4.47
01/2020		000480		00	02/13/2020	501-4120-441.52-20	OFFICE DEPOT #1214	EFT:	357.42
01/2020		000475		00	02/13/2020	501-4130-441.40-03	AUDIBLE US DE67Z0MR3	EFT:	17.99
01/2020		000482		00	02/13/2020	501-4130-441.53-01	NGROS WSTRN STR#2 INC	EFT:	82.19
01/2020		000483		00	02/13/2020	501-4130-441.53-01	AMAZON.COM E11RZ91U3	EFT:	505.59
01/2020		000485		00	02/13/2020	501-4130-441.52-04	CHUX TRUX	EFT:	328.43
01/2020		000486		00	02/13/2020	501-4130-441.52-09	WM SUPERCENTER #5307	EFT:	45.59
01/2020		000487		00	02/13/2020	501-4130-441.52-04	OLATHE FREIGHTLINER SALE	EFT:	172.54
01/2020		000488		00	02/13/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	26.00
01/2020		000489		00	02/13/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	46.08
01/2020		000490		00	02/13/2020	501-4130-441.52-02	R & S TOOLS LLC	EFT:	146.15
01/2020		000491		00	02/13/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	24.02
01/2020		000481		00	02/13/2020	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	170.00
01/2020		000492		00	02/13/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
01/2020		000493		00	02/13/2020	521-4220-442.52-04	WAL-MART #5307	EFT:	35.08
01/2020		000494		00	02/13/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
01/2020		000495		00	02/13/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.95
01/2020		000496		00	02/13/2020	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	13.47
01/2020		000497		00	02/13/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
01/2020		000498		00	02/13/2020	521-4220-442.52-20	LOWES #00721	EFT:	216.01
01/2020		000499		00	02/13/2020	521-4220-442.46-01	SQ KANSAS SECTION OF A W	EFT:	70.00

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							
01/2020		000500		00	02/13/2020	521-4220-442.52-20	O'REILLY AUTO PARTS 354	EFT:	112.53
01/2020		000501		00	02/13/2020	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	33.99
01/2020		000502		00	02/13/2020	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	81.92
01/2020		000503		00	02/13/2020	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	29.98
01/2020		000504		00	02/13/2020	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	30.97
01/2020		000505		00	02/13/2020	521-4220-442.46-01	SQ KANSAS SECTION OF A W	EFT:	70.00
01/2020		000506		00	02/13/2020	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	150.00
01/2020		000507		00	02/13/2020	521-4220-442.52-01	GRAINGER	EFT:	58.49
01/2020		000508		00	02/13/2020	521-4220-442.52-12	FASTENAL COMPANY 01KSKA3	EFT:	262.35
01/2020		000509		00	02/13/2020	521-4220-442.43-05	BIG O 16001 - GARDNER	EFT:	197.83
01/2020		000418		00	02/13/2020	521-4230-442.52-04	BIG O 16001 - GARDNER	EFT:	5.36
01/2020		000426		00	02/13/2020	521-4230-442.52-04	O'REILLY AUTO PARTS 354	EFT:	65.13
01/2020		000431		00	02/13/2020	521-4230-442.52-04	O'REILLY AUTO PARTS 354	EFT:	89.65
01/2020		000433		00	02/13/2020	521-4230-442.52-04	NAPA AUTO PARTS GARDNER	EFT:	12.89
01/2020		000467		00	02/13/2020	521-4230-442.52-20	STAPLS7228934694000001	EFT:	34.95
01/2020		000470		00	02/13/2020	521-4230-442.52-20	STAPLS7229037835000001	EFT:	67.25
01/2020		000473		00	02/13/2020	521-4230-442.52-20	STAPLS7229393410000001	EFT:	38.48
01/2020		000510		00	02/13/2020	521-4230-442.46-01	KANSAS RURAL WATER ASN	EFT:	675.00
01/2020		000511		00	02/13/2020	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	40.36
01/2020		000512		00	02/13/2020	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	17.97
01/2020		000513		00	02/13/2020	521-4230-442.52-20	WM SUPERCENTER #5307	EFT:	32.20
01/2020		000514		00	02/13/2020	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	1.99
01/2020		000515		00	02/13/2020	521-4230-442.52-12	SPRAYER SPECIALITIES, INC	EFT:	538.48
01/2020		000516		00	02/13/2020	521-4230-442.40-03	INTEGRITY COMMUNICATIONS	EFT:	55.00
01/2020		000517		00	02/13/2020	521-4230-442.40-03	KANEQUIP INC	EFT:	24.76
01/2020		000518		00	02/13/2020	521-4230-442.46-01	KANSAS RURAL WATER ASN	EFT:	585.00
01/2020		000519		00	02/13/2020	521-4230-442.52-20	INTEGRITY COMMUNICATIONS	EFT:	55.00
01/2020		000520		00	02/13/2020	521-4230-442.31-15	THE UPS STORE 5784	EFT:	11.82
01/2020		000521		00	02/13/2020	521-4230-442.52-05	TRAILS WEST ACE HDWE	EFT:	12.87
01/2020		000472		00	02/13/2020	531-4310-443.52-20	AMZN MKTP US GT6AF41I3	EFT:	26.75
01/2020		000420		00	02/13/2020	531-4320-443.52-04	NAPA AUTO PARTS GARDNER	EFT:	24.25
01/2020		000468		00	02/13/2020	531-4320-443.52-20	STAPLS7228934694000001	EFT:	26.34
01/2020		000474		00	02/13/2020	531-4330-443.52-20	STAPLS7229393410000001	EFT:	38.48
01/2020		000522		00	02/13/2020	531-4330-443.52-09	WAL-MART #5307	EFT:	15.76
01/2020		000523		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	6.77
01/2020		000524		00	02/13/2020	531-4330-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	18.47
01/2020		000525		00	02/13/2020	531-4330-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	29.99
01/2020		000526		00	02/13/2020	531-4330-443.52-02	TRAILS WEST ACE HDWE	EFT:	13.58
01/2020		000527		00	02/13/2020	531-4330-443.52-12	O'REILLY AUTO PARTS 354	EFT:	9.47
01/2020		000528		00	02/13/2020	531-4330-443.52-12	SAMSCLUB #8208	EFT:	164.96
01/2020		000529		00	02/13/2020	531-4330-443.52-12	NORTHERN TOOL EQUIP	EFT:	138.44
01/2020		000530		00	02/13/2020	531-4330-443.52-01	NORTHERN TOOL EQUIP	EFT:	199.99
01/2020		000531		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	36.97
01/2020		000532		00	02/13/2020	531-4330-443.52-12	THE HOME DEPOT #2218	EFT:	74.97
01/2020		000533		00	02/13/2020	531-4330-443.43-05	O'REILLY AUTO PARTS 354	EFT:	39.47
01/2020		000534		00	02/13/2020	531-4330-443.52-04	WM SUPERCENTER #5307	EFT:	77.42
01/2020		000535		00	02/13/2020	531-4330-443.52-02	HARBOR FREIGHT TOOLS 619	EFT:	182.76
01/2020		000536		00	02/13/2020	531-4330-443.52-01	THE HOME DEPOT #2218	EFT:	31.96
01/2020		000537		00	02/13/2020	531-4330-443.46-01	KANSAS RURAL WATER ASN	EFT:	195.00

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							
01/2020		000538		00	02/13/2020	531-4330-443.52-20	WAL-MART #5307	EFT:	79.72
01/2020		000539		00	02/13/2020	531-4330-443.52-20	FASTENAL COMPANY 01KSKA3	EFT:	123.70
01/2020		000540		00	02/13/2020	531-4330-443.46-01	KANSAS RURAL WATER ASN	EFT:	205.00
01/2020		000541		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	12.99
01/2020		000542		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	14.34
01/2020		000543		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	12.37
01/2020		000544		00	02/13/2020	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	19.17
01/2020		000545		00	02/13/2020	531-4330-443.52-01	ALLIED ELECTRONICS INC	EFT:	145.32
01/2020		000546		00	02/13/2020	531-4330-443.52-01	NORTHERN TOOL EQUIP	EFT:	27.99
01/2020		000547		00	02/13/2020	551-4520-445.52-20	CES 491	EFT:	78.00
01/2020		000345		00	02/13/2020	601-1230-412.52-20	STAPLS7228517952000001	EFT:	32.59
01/2020		000352		00	02/13/2020	601-1230-412.52-20	PRICE CHOPPER #117	EFT:	20.00
01/2020		000353		00	02/13/2020	601-1230-412.31-15	STAPLS7229146448000001	EFT:	85.54
01/2020		000370		00	02/13/2020	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.88
01/2020		000371		00	02/13/2020	602-1340-413.52-06	AMZN MKTP US TZ1G572A3	EFT:	499.99
01/2020		000372		00	02/13/2020	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	629.96
01/2020		000373		00	02/13/2020	602-1340-413.52-06	MICROSOFT STORE	EFT:	108.39
01/2020		000374		00	02/13/2020	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	599.99
01/2020		000375		00	02/13/2020	602-1340-413.52-06	AMAZON.COM D82WT28Y3	EFT:	13.98
01/2020		000458		00	02/13/2020	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	26.95
01/2020		000459		00	02/13/2020	603-3150-431.52-01	EYEWASH DIRECT	EFT:	83.27
01/2020		000460		00	02/13/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	8.37
01/2020		000461		00	02/13/2020	603-3150-431.52-01	CES 491	EFT:	88.00
01/2020		000462		00	02/13/2020	603-3150-431.52-01	E-CONOLIGHT	EFT:	138.58
01/2020		000463		00	02/13/2020	603-3150-431.52-01	AMZN MKTP US 2B0AX6Z43	EFT:	207.58
01/2020		000464		00	02/13/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	9.59
01/2020		000465		00	02/13/2020	603-3150-431.52-01	CES 491	EFT:	62.00
01/2020		000466		00	02/13/2020	603-3150-431.53-02	NGROS WSTRN STR#2 INC	EFT:	150.00
01/2020		000368		00	02/13/2020	604-1320-413.52-20	AMZN MKTP US 6599W5OH3	EFT:	160.44
01/2020		000369		00	02/13/2020	604-1320-413.47-04	USPS PO 1933770514	EFT:	45.80
01/2020		000419		00	02/13/2020	604-1320-413.43-05	NAPA AUTO PARTS GARDNER	EFT:	11.08
01/2020		000434		00	02/13/2020	604-1320-413.43-05	NAPA AUTO PARTS GARDNER	EFT:	32.11
							VENDOR TOTAL *	.00	40,249.76
0004159	00	SHRED-IT USA LLC							
8129111310		000316		00	02/14/2020	001-2110-421.31-15	SHREDDING SERVICES	92.80	
							VENDOR TOTAL *	92.80	
0004359	00	SOUTHWIND ADVERTISING							
1923631		000320		00	02/14/2020	601-1230-412.52-20	VISITOR MGMT SUPPLIES	271.68	
							VENDOR TOTAL *	271.68	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8057328013		000316		00	02/14/2020	001-2110-421.52-20	DOOR SIGNS-INVESTIGATIONS	EFT:	115.47
							VENDOR TOTAL *	.00	115.47
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0004785	00	SUMNERONE, INC							

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
0004785	00	SUMNERONE, INC							
2441548		000632		00	02/14/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	371.20
							VENDOR TOTAL *	.00	371.20
0004176	00	TANK MANAGEMENT SERVICES, INC							
194094		000316		00	02/14/2020	551-4520-445.31-15	2020 TANK MGMT AGREEMENT	600.00	
							VENDOR TOTAL *	600.00	
0000174	00	TAPCO PRODUCTS CO.							
50740		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
51754		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
52815		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
53831		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	52.89
50743		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
52818		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
50743		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
52818		000316		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	8.95
50745		000317		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
52819		000317		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	22.65
50753		000317		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
52824		000317		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	16.70
50752		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
52825		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	26.65
51741		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
53816		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	44.26
50742		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
51755		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
52816		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
53832		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	13.55
50718		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	98.17
51752		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
52793		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
53828		000318		00	02/14/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	27.44
							VENDOR TOTAL *	.00	702.57
0000176	00	TIME WARNER CABLE							
25056001020520		000633		00	02/14/2020	602-1340-413.47-05	MONTHLY BILLING	44.37	
							VENDOR TOTAL *	44.37	
0000407	00	TOMPKINS INDUSTRIES, INC.							
404443427		000318		00	02/14/2020	521-4230-442.52-12	REDUCER FOR NEW PUMP	EFT:	105.84
							VENDOR TOTAL *	.00	105.84
0002969	00	TREKK DESIGN GROUP LLC							
19-001340		PI0053	006842	00	01/22/2020	531-4310-443.31-15	I/I REDUCTION PROGRAM	17,773.25	
							VENDOR TOTAL *	17,773.25	
0004722	00	TURNER CONSTRUCTION COMPANY							
2		PI0058	007252	00	01/24/2020	401-2120-421.61-03	JUSTICE CENTER	EFT:	40,604.00
							VENDOR TOTAL *	.00	40,604.00
0004446	00	UNIVERSITY OF NORTHERN IOWA							

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
0004446	00	UNIVERSITY OF NORTHERN IOWA							
10508002		000648		00	02/14/2020	001-7110-471.46-01	REGISTRATION FEE	885.00	
							VENDOR TOTAL *	885.00	
0001741	00	VICTOR L PHILLIPS CO							
PSO019699-1		000318		00	02/14/2020	521-4230-442.52-05	PARTS - #512 BACKHOE	86.43	
PSO019699-1		000319		00	02/14/2020	531-4330-443.52-04	PARTS - #512 BACKHOE	86.44	
							VENDOR TOTAL *	172.87	
0000366	00	WARDROBE CLEANERS INC.							
02082020		000319		00	02/14/2020	001-2120-421.42-02	DRY CLEANING	536.00	
							VENDOR TOTAL *	536.00	
0099999	00	WILLOW CHASE							
000037325		UT		00	02/07/2020	501-0000-229.00-00	MANUAL CHECK	47.34	
							VENDOR TOTAL *	47.34	
							HAND ISSUED TOTAL ***		127,302.12
							EFT/EPAY TOTAL ***		1,109,237.84
							TOTAL EXPENDITURES ****	44,871.53	1,236,539.96
						GRAND TOTAL	**********		1,281,411.49

NEGATIVE CHECK REGISTER

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

EXPENDITURE APPROVAL LIST
AS OF: 02/19/2020 PAYMENT DATE: 02/19/2020

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2020-01000651				00	02/19/2020	501-0000-351.13-00	DOGWOOD INJECTION	EFT:	212,201.87-
EMP1-GD-2020-01000650				00	02/19/2020	501-4120-441.41-01	EMP1 + DOGWOOD INJECTION	EFT:	224,243.61
							VENDOR TOTAL *	.00	12,041.74
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
							EFT/EPAY TOTAL ***		11,195.74
							TOTAL EXPENDITURES ****	.00	11,195.74
						GRAND TOTAL	**********		11,195.74

NEGATIVE CHECK REGISTER

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

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED							
7904819		000657		00	02/21/2020	001-1150-411.31-15	OFF-SITE STORAGE	1,422.62	
							VENDOR TOTAL *	1,422.62	
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01011429		000658		00	02/21/2020	501-4130-441.44-02	LEASE RENTAL - TRUCK	EFT:	3,667.41
01011430		000659		00	02/21/2020	501-4130-441.44-02	LEASE RENTAL - TRUCK	EFT:	3,502.11
01011431		000660		00	02/21/2020	501-4130-441.44-02	LEASE RENTAL - TRUCK	EFT:	3,645.52
01011432		000661		00	02/21/2020	501-4130-441.44-02	LEASE RENTAL - TRUCK	EFT:	4,620.94
01011433		000662		00	02/21/2020	501-4130-441.44-02	LEASE RENTAL - TRUCK	EFT:	5,821.88
							VENDOR TOTAL *	.00	21,257.86
0001986	00	ANIXTER, INC.							
4506577-00		PI0066	007254	00	02/07/2020	501-4130-441.52-25	STREET LIGHT FIXTURES	EFT:	5,465.98
4504207-00		000663		00	02/21/2020	501-4130-441.52-31	TRANSFORMER & HARDWARE	EFT:	3,470.36
							VENDOR TOTAL *	.00	8,936.34
0004245	00	AXIOM INSTRUMENTATION SERVICES							
16-0740		000986		00	02/21/2019	531-4320-443.52-12	PROBE & PROGRAMMER	1,362.07	
							VENDOR TOTAL *	1,362.07	
0001834	00	C & C GROUP							
31342		000664		00	02/21/2020	501-4110-441.31-15	ANNUAL BILLING-GEN MAINT.	EFT:	4,023.50
							VENDOR TOTAL *	.00	4,023.50
0004628	00	CALGON CARBON CORPORATION							
90095373		PI0063	006993	00	01/30/2020	521-4220-442.52-13	ACTIVATED CARBON	3,240.00	
							VENDOR TOTAL *	3,240.00	
0000001	00	CENTURYLINK							
313680665	0220	000667		00	02/21/2020	001-6110-461.40-03	CP PHONE	61.98	
313607125	0220	000685		00	02/21/2020	001-6110-461.40-03	WESTSIDE PHONES	67.93	
313014430	0220	000665		00	02/21/2020	521-4220-442.40-03	PHONE-WATER TREATMENT	348.36	
313823146	0220	000666		00	02/21/2020	521-4220-442.40-03	PHONE-WATER TREATMENT	51.52	
							VENDOR TOTAL *	529.79	
0001656	00	COHORST ENTERPRISES INC.							
4553		000992		00	02/21/2019	001-6120-461.31-15	LEAK DETECTION	EFT:	1,750.00
							VENDOR TOTAL *	.00	1,750.00
0003716	00	DATAPROSE							
DP2000086		000668		00	02/21/2020	604-1320-413.31-15	MONTHLY BILLING	EFT:	7,407.92
							VENDOR TOTAL *	.00	7,407.92
0002336	00	DAVIS, PHIL							
01092020		000669		00	02/21/2020	001-6110-461.54-51	DJ SERVICES	375.00	
02192020		000686		00	02/21/2020	001-6110-461.47-54	DJ SERVICES	225.00	
							VENDOR TOTAL *	600.00	
0004096	00	DESIGN 4 SPORTS							

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
0004096	00	DESIGN 4 SPORTS							
34863		000687		00	02/21/2020	001-6110-461.47-53	SPORT TEAM SHIRTS	EFT:	54.50
							VENDOR TOTAL *	.00	54.50
0000708	00	DLT SOLUTIONS, LLC							
4813235A		000670		00	02/21/2020	602-1340-413.47-05	ANNUAL SUBSCRIPTION RENEW	EFT:	2,131.02
							VENDOR TOTAL *	.00	2,131.02
0003960	00	ELLIOTT EQUIPMENT COMPANY							
154480		PI0064	007255	00	01/17/2020	531-4330-443.31-15	SOFTWARE FOR SEWER CAMERA	EFT:	7,700.00
							VENDOR TOTAL *	.00	7,700.00
0099999	00	ERIN ROGERS							
69529		000654		00	02/21/2020	001-0000-228.30-00	CASH BOND REFUND	700.00	
							VENDOR TOTAL *	700.00	
0004946	00	EVERGY							
2424383255		0220000675		00	02/21/2020	521-4220-442.40-05	ELECTRIC - WTR TREATMENT	15,732.27	
9279570154		000676		00	02/21/2020	521-4220-442.40-05	ELECTRIC - WTR TREATMENT	6,249.93	
							VENDOR TOTAL *	21,982.20	
0002956	00	FASTENAL CO.							
KSKA351045		000671		00	02/21/2020	521-4230-442.53-02	EYEWEAR FOR LINE MAINT.	EFT:	92.14
KSKA345827		000673		00	02/21/2020	521-4230-442.53-02	CREDIT FOR RET'D VESTS	EFT:	49.31-
KSKA345837		000674		00	02/21/2020	521-4230-442.53-02	CREDIT FOR RET'D VESTS	EFT:	14.99-
KSKA351045		000672		00	02/21/2020	531-4330-443.53-02	EYEWEAR FOR LINE MAINT.	EFT:	92.14
							VENDOR TOTAL *	.00	119.98
0000086	00	GALLS, LLC							
014989557		000677		00	02/21/2020	001-2110-421.53-02	SHIRT - BELCHER	EFT:	85.95
015000455		000678		00	02/21/2020	001-2110-421.53-02	SHIRT - BELCHER	EFT:	28.94
							VENDOR TOTAL *	.00	114.89
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
02012020		000679		00	02/21/2020	001-6120-461.40-02	TRASH SERVICES	EFT:	335.00
							VENDOR TOTAL *	.00	335.00
0000914	00	GARDNER HISTORICAL MUSEUM							
02142020		000680		00	02/21/2020	105-1120-411.58-00	2020 BUDGETED SUPPORT	20,000.00	
							VENDOR TOTAL *	20,000.00	
0004833	00	GARDNER POST OFFICE							
02202020		000681		00	02/21/2020	001-1120-411.47-04	USPS MARKETING MAIL	240.00	
							VENDOR TOTAL *	240.00	
0004815	00	GRANICUS							
122478		PI0065	007256	00	01/28/2020	602-1340-413.47-05	GOVACCESS FOR VISIONLIVE	EFT:	7,497.00
122478		000681		00	02/21/2020	602-1340-413.47-05	GOVACCESS FOR VISIONLIVE	EFT:	374.85
							VENDOR TOTAL *	.00	7,871.85
0003183	00	GREEN SPECTRUM MARKETING LLC							

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
0003183	00	GREEN SPECTRUM MARKETING LLC							
5813		000990		00	02/21/2019	001-6110-461.47-53	FLAG FOOTBALL JERSEYS	EFT:	336.85
							VENDOR TOTAL *	.00	336.85
0000013	00	HACH COMPANY							
11826491		000681		00	02/21/2020	521-4220-442.52-12	WATER TREATMENT SUPPLIES	EFT:	911.10
							VENDOR TOTAL *	.00	911.10
0001368	00	HAROLD, LLOYD							
1281		000681		00	02/21/2020	531-4320-443.52-12	PARTS	EFT:	1,950.00
							VENDOR TOTAL *	.00	1,950.00
0000201	00	HASTY AWARDS							
1201952		000688		00	02/21/2020	001-6110-461.47-53	BASKETBALL MEDALS	EFT:	364.08
							VENDOR TOTAL *	.00	364.08
0099999	00	HAYLEY MARIE SWOPE							
095811		000653		00	02/21/2020	001-0000-228.30-00	CASH BOND REFUND	10.00	
							VENDOR TOTAL *	10.00	
0000405	00	JOHNSON COUNTY GOVERNMENT							
155463		000681		00	02/21/2020	001-2110-421.31-15	NICHE HOSTING FEE - 2020	2,046.00	
							VENDOR TOTAL *	2,046.00	
0003194	00	JOHNSON COUNTY HOUSING SERVICES							
02172020		000689		00	02/21/2020	001-7120-471.49-03	MINOR HOME REHABILITATION	12,000.00	
							VENDOR TOTAL *	12,000.00	
0002760	00	KA-COMM, INC							
172497		000681		00	02/21/2020	001-2120-421.43-05	NEW CONNECTORS FOR WATCHG	EFT:	44.90
							VENDOR TOTAL *	.00	44.90
0000487	00	KANSAS DEPT OF REVENUE							
140520		000681		00	02/21/2020	001-1150-411.48-01	CMB LICENSE	25.00	
							VENDOR TOTAL *	25.00	
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
10245		000681		00	02/21/2020	501-4130-441.40-06	LOCATES	EFT:	8.40
							VENDOR TOTAL *	.00	8.40
0003513	00	KMEA- DOGWOOD							
KMEA-DG-GR-2003		000681		00	02/21/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	307,865.08
							VENDOR TOTAL *	.00	307,865.08
0000805	00	KMGA GAS SUPPLY OPERATING FUND							
KMGA-GA-2020-01		000681		00	02/21/2020	501-4120-441.41-50	GAS	EFT:	35.00
							VENDOR TOTAL *	.00	35.00
0004658	00	LE UPFITTER LLC							
7435		000681		00	02/21/2020	001-2110-421.53-02	COLLAR BRASS - BELCHER	EFT:	62.30

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
0004658	00	LE UPFITTER LLC							
							VENDOR TOTAL *	.00	62.30
0004794	00	LEAK INVESTIGATORS, LLC							
5168		000991		00	02/21/2019	001-6120-461.31-15	LEAK DETECTION	EFT:	1,125.00
							VENDOR TOTAL *	.00	1,125.00
0002354	00	LOGAN CONTRACTORS SUPPLY, INC							
R94441		000988		00	02/21/2019	001-6110-461.54-51	LIGHT RENTAL	250.00	
							VENDOR TOTAL *	250.00	
0001382	00	MISSION COMMUNICATIONS, LLC							
1037241		000682		00	02/21/2020	531-4320-443.31-15	ANNUAL SERVICE	EFT:	910.80
							VENDOR TOTAL *	.00	910.80
0004783	00	NAGARAJU, SHRUTHI							
02022020		000656		00	02/21/2020	001-1140-411.46-01	MILEAGE REIMB - MPR	34.50	
							VENDOR TOTAL *	34.50	
0000142	00	OLATHE WINWATER WORKS							
146306 00		000682		00	02/21/2020	521-4220-442.52-12	PARTS	EFT:	4,744.40
147001 00		000682		00	02/21/2020	521-4230-442.52-12	REPAIR CLAMP	EFT:	367.35
147159 00		000682		00	02/21/2020	521-4230-442.52-02	MANHOLE HOOK	EFT:	135.00
146833 00		000682		00	02/21/2020	521-4230-442.52-12	DRILLING MACHINE	EFT:	1,112.70
147098 00		000682		00	02/21/2020	521-4230-442.52-31	3/4 CORP	EFT:	2,100.00
147162 00		000682		00	02/21/2020	521-4230-442.52-12	HYDRANT GREASE	EFT:	456.00
							VENDOR TOTAL *	.00	8,915.45
0001138	00	OVERHEAD DOOR CO OF KC, INC.							
SVC/793834		000682		00	02/21/2020	531-4320-443.43-01	MAINTENANCE TO GATE	EFT:	247.83
							VENDOR TOTAL *	.00	247.83
0000149	00	PRAXAIR DISTRIBUTION INC							
94694264		000682		00	02/21/2020	001-6120-461.44-02	SHOP CO2	EFT:	48.10
94705792		000682		00	02/21/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	53.68
							VENDOR TOTAL *	.00	101.78
0000398	00	REEVES-WIEDEMAN CO.							
5525603		000682		00	02/21/2020	531-4320-443.52-01	BELT PRESS REPAIR	EFT:	49.79
							VENDOR TOTAL *	.00	49.79
0099999	00	SAMUEL T WADE							
76446		000655		00	02/21/2020	001-0000-228.30-00	CASH BOND REFUND	125.00	
							VENDOR TOTAL *	125.00	
0004721	00	SCHULTE SUPPLY INC							
S1156886.002		000682		00	02/21/2020	531-4330-443.52-12	SEWER REPAIR SUPPLIES	EFT:	473.20
S1156886.001		000682		00	02/21/2020	531-4330-443.52-12	SEWER REPAIR SUPPLIES	EFT:	629.99
							VENDOR TOTAL *	.00	1,103.19
0000553	00	SPECIAL OLYMPICS KANSAS							

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
0000553	00	SPECIAL OLYMPICS KANSAS							
10312019		000987		00	02/21/2019	702-6110-461.54-52	S.O. BOCCE TOURNAMENT	EFT:	80.00
							VENDOR TOTAL *	.00	80.00
0001709	00	SPRINT							
403233312-218		000682		00	02/21/2020	001-1120-411.40-03	MONTHLY BILLING	EFT:	38.30
403233312-218		000682		00	02/21/2020	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.30
403233312-218		000682		00	02/21/2020	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.30
403233312-218		000682		00	02/21/2020	001-3110-431.40-03	MONTHLY BILLING	EFT:	10.00
403233312-218		000682		00	02/21/2020	001-3116-431.40-03	MONTHLY BILLING	EFT:	38.30
403233312-218		000682		00	02/21/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	131.83
403233312-218		000682		00	02/21/2020	001-3130-431.40-03	MONTHLY BILLING	EFT:	76.60
403233312-218		000682		00	02/21/2020	001-6105-461.40-03	MONTHLY BILLING	EFT:	239.80
403233312-218		000682		00	02/21/2020	001-6120-461.40-03	MONTHLY BILLING	EFT:	263.54
403233312-218		000682		00	02/21/2020	001-7110-471.40-03	MONTHLY BILLING	EFT:	53.30
403233312-218		000682		00	02/21/2020	001-7120-471.40-03	MONTHLY BILLING	EFT:	114.90
403233312-218		000682		00	02/21/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	76.60
403233312-218		000682		00	02/21/2020	501-4120-441.40-03	MONTHLY BILLING	EFT:	75.23
403233312-218		000682		00	02/21/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	151.71
403233312-218		000682		00	02/21/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	151.83
403233312-218		000682		00	02/21/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-218		000682		00	02/21/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	65.23
403233312-218		000682		00	02/21/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	118.97
403233312-218		000682		00	02/21/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	124.90
403233312-218		000682		00	02/21/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	561.30
403233312-218		000682		00	02/21/2020	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.30
403233312-218		000682		00	02/21/2020	604-1320-413.40-03	MONTHLY BILLING	EFT:	202.10
							VENDOR TOTAL *	.00	2,629.34
0001566	00	STAPLES BUSINESS ADVANTAGE							
8057413384		000690		00	02/21/2020	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	122.90
							VENDOR TOTAL *	.00	122.90
0004418	00	STEEL IMAGES, INC.							
01282020		000169		00	01/31/2020	001-6110-461.54-51	CREDIT FOR DBL PYMT	EFT:	846.00-
							VENDOR TOTAL *	.00	846.00-
0002903	00	STRICK & CO, INC							
44731		000682		00	02/21/2020	501-4140-441.62-14	FAIRFIELD EASEMENT	EFT:	3,600.00
							VENDOR TOTAL *	.00	3,600.00
0004482	00	SUPERION, LLC							
270323		PI0067	007257	00	02/11/2020	602-1340-413.47-05	ASP ACCESS FEE 3/1-3/31	EFT:	7,441.15
							VENDOR TOTAL *	.00	7,441.15
0004841	00	TIREHUB, LLC							
11111967		000989		00	02/21/2019	001-2120-421.43-05	TIRE - #105	EFT:	126.30
							VENDOR TOTAL *	.00	126.30
0001298	00	UPS STORE #5784							

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
0001298	00	UPS STORE #5784							
14298		000682		00	02/21/2020	501-4130-441.47-04	SHIPPING	18.79	
							VENDOR TOTAL *	18.79	
0002594	00	USD # 231 GARDNER EDGERTON							
884		000682		00	02/21/2020	001-6110-461.54-51	LOCATION RENTAL	EFT:	435.00
							VENDOR TOTAL *	.00	435.00
0001126	00	VALIDITY SCREENING SOLUTIONS							
186719		000682		00	02/21/2020	601-1230-412.31-15	POST OFFER BACKGROUND CHK	EFT:	10.00
							VENDOR TOTAL *	.00	10.00
0003221	00	WEX BANK							
63772718		000683		00	02/21/2020	001-3120-431.52-09	FUEL-SNOW PLOWING	EFT:	882.69
63772718		000682		00	02/21/2020	501-4120-441.52-09	FUEL-ELECTRIC DIV	EFT:	190.97
63772718		000683		00	02/21/2020	501-4130-441.52-09	FUEL-ELECTRIC DIV	EFT:	1,741.23
63772718		000683		00	02/21/2020	521-4220-442.52-09	FUEL-WATER DIV	EFT:	258.56
63772718		000683		00	02/21/2020	521-4230-442.52-09	FUEL-LINE MAINT. DIV	EFT:	486.01
63772718		000683		00	02/21/2020	531-4320-443.52-09	FUEL-WASTEWATER DIV	EFT:	678.05
63772718		000683		00	02/21/2020	531-4330-443.52-09	FUEL-LINE MAINT. DIV	EFT:	457.71
							VENDOR TOTAL *	.00	4,695.22
0003878	00	YATES ELECTRIC CO. INC.							
9599		000683		00	02/21/2020	531-4320-443.52-12	LABOR & MATERIAL	EFT:	3,026.00
							VENDOR TOTAL *	.00	3,026.00
							EFT/EPAY TOTAL ***		407,054.32
							TOTAL EXPENDITURES ****	64,585.97	407,054.32
							GRAND TOTAL **********		471,640.29

NEGATIVE CHECK REGISTER

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing a change order for pavement replacement on the Airport Sanitary Sewer Extension Project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute Change Order No. 1 for Central Plumbing, Heating & A/C, Inc. for the Airport Sanitary Sewer Extension and related pavement replacements.

Background/Description of Item:
The Airport Sanitary Sewer Extension project was awarded to Central Plumbing, Heating & A/C, Inc. as low bidder for $ 154,234.00 at the September 16, 2019 council meeting.

Since that time, due to existing utility conflicts, the sanitary sewer was moved to the south side of 175th street, across the airport property. Because of these conflicts and relocation, the change order is needed to replace pavement, as the existing pavement was in poor condition and did not stand up well to the required construction.

Financial Impact:
Original Construction:

The project was included in the 2019 budget, however, KDOT awarded Kansas Airport Improvement Program (KAIP) funds for the installation of a gravity sanitary sewer at the airport terminal building. KDOT will reimburse the City ninety percent (90%) of the total actual costs of the Construction and Construction Engineering budget of $210,375.00.

Funds for the construction project will come from:

KAIP-	$138,810.60
City of Gardner Airport Fund-	$ 15,423.40
Total Bid =	$154,234.00

Change Order No. 1:

Change Order No. 1 City of Gardner Airport fund $ 51,665.00.

Attachments Included:
- Change Order No. 1

Suggested Motion:
Authorize the City Administrator to execute Change Order No. 1 for Central Plumbing, Heating & A/C, Inc. for the Airport Sanitary Sewer Extension and related pavement replacements for a total amount of $51,665.00.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	February 24, 2020	Effective Date:	February 24, 2020
Owner:	City of Gardner, KS	Owner's Contract No.:	
Contractor:	Central Plumbing	Contractor's Project No.:	
Engineer:	Professional Engineering Consultants, P.A.	Engineer's Project No.:	15G10-003
Project:	Gardner Airport Sanitary Sewer Extension	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: Update existing bid items quantities and add additional bid items. See attached change order summary.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 154,234.00	Original Contract Times: Substantial Completion: 60 Ready for Final Payment: 75 days
Increase from previously approved Change Orders No. to No. ___: $	~~[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:~~ ~~Substantial Completion:~~ ~~Ready for Final Payment:~~ ~~days~~
Contract Price prior to this Change Order: $ 154,234.00	Contract Times prior to this Change Order: Substantial Completion: 60 Ready for Final Payment: 75 days
Change from this Change Order: $ 51,665.00	Change from this Change Order: Substantial Completion: 25 Ready for Final Payment: 0
Contract Price incorporating this Change Order: $ 205,899.00	Contract Times with all approved Change Orders: Substantial Completion: 85 Ready for Final Payment: 100 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By:	By:
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title
Date: 02/24/2020	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

CHANGE ORDER

PROJECT: Gardner Airport Sanitary Sewer Extension
PEC Project No. 15G10-003

CHANGE ORDER NUMBER:1

DATE: February 24, 2020

CONTRACTOR: Central Plumbing
201 East Walnut Street
PO Box 218
Cleveland, MO 64734

The Contract is changed as follows: Supply all material, labor, equipment, tools, supplies, and all temporary, preparatory and incidental work for the following items:

Final Quantities:

ITEM No. 1: Bid Item No. 3 "Install 8" PVC Sanitary Sewer (by open cut)"
Subtract 99 LF @ $42.00/LF
TOTAL ITEM No. 1 Subtract $4,158.00

ITEM No. 2: Bid Item No. 4 "Install 8" DIP Sanitary Sewer (by open cut)"
Subtract 137 LF @ $105.00/LF
TOTAL ITEM No. 2 Subtract $14,385.00

ITEM No. 3: Bid Item No. 11 "Install Concrete Encasement of Sanitary Sewer"
Subtract 110 LF @ $67.00/LF
TOTAL ITEM No. 3 Subtract $7,370.00

ITEM No. 4: Bid Item No. 12 "Remove and Replace Asphalt Pavement"
Subtract 12 SY @ $92.00/LF
TOTAL ITEM No. 4 Subtract $1,104.00

ITEM No. 5: Bid Item No. 15 "Remove and Replace Gravel Drive"
Add 40 TON @ $30.00/LF
TOTAL ITEM No. 5 Add $1,200.00

ITEM No. 6: Bid Item No. 15 "Remove and Replace Concrete"
Add 37 SF @ $71.00/LF
TOTAL ITEM No. 6 Add $2,627.00

ITEM No. 7: Add Bid Item No. 16 "Construction Staking"
Add 1 LS @ $1,800.00/LS
TOTAL ITEM No. 7 Add $1,800.00

ITEM No. 8: Add Bid Item No. 56 "Erosion Control"
Add 1 LS @ $2,805.00
TOTAL ITEM No. 8 Add $2,805.00

Additional Work

ITEM No. 9: Add Bid Item No. 20 "Dirt Backfill with Compaction Testing Under Pavement"
Add 1 LS @ $12,418.00/LS
TOTAL ITEM No. 9 Add $12,418.00

ITEM No. 10: Add Bid Item No. 21 "Remove and Replace Asphalt Pavement with 6" Rock Base"
Add 1,128 SY @ $50.00/SY
TOTAL ITEM No. 10 Add $56,400.00

ITEM No. 11: Bid Item No. 22 "Manhole Adjustments"
Add 1 LS @ $1,432.00/LS
TOTAL ITEM No. 11 Add $1,432.00

The original Contract Sum was	$154,234.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$154,234.00
The Contract Sum will be increased by this Change Order in the amount of	$51,655.00
The new Contract Sum will be	$205,899.00
The Contract Time will be increased by	25 days

OTHER CONDITIONS AND AGREEMENTS:

All other terms and conditions of said Contract that have not heretofore been modified shall be and remain the same.

U:\Topeka\2015\15G10\003\Admin\Correspondence\Change Orders\15G10-003 Change Order No.1.docx

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 4**

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a construction contract the Tuscan Farms First Plat - Phase 1 Project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommend authorizing the City Administrator to execute a contract with Superior Excavating, L.L.C. for the Tuscan Farms First Plat - Phase 1 Project for a total of $1,729,528.00 and authorize the City Administrator to approve construction related Change Orders up to an additional $173,000.00 (10%).

Background/Description of Item:

Tuscan Farms First Plat - Phase 1 is a single-family development located on the west side of Gardner Road, immediately south of the Nike Middle School. The project consists of streets, storm sewers, water lines, streetlights and misc. appurtenant items, as well as gravity sanitary sewer and a sanitary sewer force main that will be used to pump wastewater from this development to the Nike lift station. Bids for the wastewater lift station that will pump the sewage are scheduled to be opened later this month. The lift station is funded by a separate benefit district.

Council approved a petition from Chad Burkdoll for the formation of a benefit district to construct certain infrastructure improvements to serve the Tuscan Farms residential development and adopted Resolution 2013 authorizing the improvements in accordance with Kansas Statutes.

The construction costs are included in the Ordinance No. 2614. The Ordinance for the benefit district included estimated construction costs of $2,075,500.00 for Phase 1 Infrastructure (street, stormwater, sanitary sewer, water, electric and other related improvements) for the Tuscan Farms Phase 1 property.

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

A summary of the bids received follows:

Bidder	Total Bid
Superior Excavating, L.L.C.	$1,729,528.00
Emery Sapp and Sons, Inc.	$2,031,896.00
R.D. Johnson Excavating Co., L.L.C.	$2,068,921.00
Walters Excavating, L.L.C.	$2,318,118.75
Linaweaver Construction, Inc.	$2,355,735.50
Cohorst Enterprises, Inc.	$2,457,573.00
Amino Brothers Co., Inc.	$2,855,488.40
Engineer's Estimate	$2,100,104.89

Staff anticipates issuing a Notice to Proceed in March 2020. The contractor must have the project substantially complete 150 calendar days from the notice in order to avoid liquidated damages.

The design engineer reviewed the bid documents and references for Superior Excavating, and recommends award of the project.

Financial Impact:

Funding for this project will come from two special benefit districts (Tuscan Farms Phase 1 SBD and Tuscan Farms Lift Station SBD). The City issued temporary notes in 2019 to provide temporary financing for the project. After the improvements are complete, the City will issue long-term bonds to provide permanent financing. The cost of the improvements will be assessed one-hundred percent (100%) against the improvement districts and zero percent (0%) to be paid by the City at large.

Attachments Included:

- Engineer's Recommendation to Award
- Bid Document
- Plan holders List
- Bid Tab

Suggested Motion:

Authorize the City Administrator to execute a contract with Superior Excavating, L.L.C. for the Tuscan Farms First Plat - Phase 1 Project in the amount of $1,729,528.00 and authorize the City Administrator to approve construction related Change Orders up to an additional $173,000.00 (10%).

ANDERSON ENGINEERING
EMPLOYEE OWNED

AndersonEngineeringInc.com
941 W. 141st Terrace, Suite A,
Kansas City, MO 64145
816-777-0400

February 25, 2020

Michael Kramer, P.E.
Public Works Director
City of Gardner
120 E. Main Street
Gardner, KS 66030

RE: Recommendation for award – Tuscan Farm 1st Plat – Phase 1
City Project WW-1902
Allenbrand-Drews Project #32567
Anderson Engineering Project #19KC10025

Dear Mr. Kramer,

I have attached the February 18, 2020 bid tabulation of the seven bids received for the above referenced project for your records. All bids were checked by City staff for accuracy, completeness and other applicable requirements and corrected accordingly. Errors that were found did not impact the low bid. The bids received were as follows:

Superior Excavating, L.L.C.	$1,729,528.71
Emery Sapp and Sons, Inc.	$2,031,896.00
R.D. Johnson Excavating Co., L.L.C.	$2,068,921.00
Walters Excavating, L.L.C.	$2,318,118.75
Linaweaver Construction, Inc.	$2,355,735.50
Cohorst Enterprises, Inc.	$2,457,573.00
Amino Brothers Co., Inc.	$2,855,488.40
Engineer's Estimate	$2,100,104.89

Anderson Engineering contacted a number of the provided references for Superior Excavating, L.L.C. The references indicate they have successfully completed similar type work in the region and would use them for future projects.

Based on the above information, Anderson Engineering recommends that the City of Gardner award the construction contract for the Tuscan Farm 1st Plat – Phase 1 project in the amount of their bid of $1,729,528.71.

Sincerely,

Jim Long, P.E.
Enclosures: Bid Tab

PUBLIC IMPROVEMENT PLANS FOR STREET & STORM SEWER SANITARY SEWER EXTENSION WATER and STREET LIGHTS

TUSCAN FARM 1ST PLAT – Phase 1

CITY OF GARDNER
JOHNSON COUNTY, KANSAS

WW1902 & WW1905 Tuscan Farm Benefit Districts

Summary of Quantities

Sanitary Sewer

	Item	Unit	Quantity
1	Standard 4' Dia. Manhole	Each	39
2	Standard 5' Dia. Manhole	Each	1
3	5' Dia. Drop Manhole	Each	1
4	8" PVC Service Lines	L.F.	2,565
5	8" PVC SDR 35	L.F.	3,135
6	8" PVC SDR 26	L.F.	1,552
7	Extra Depth 4 dia. Manhole	V.F.	128
8	Extra Depth 5 dia. Manhole	V.F.	28
9	8" on 8" Tee	Each	70
10	8" MH Stub	Each	6
11	8" Concrete Encasement	L.F.	40
12	6" PVC SDR 9 Force Main	L.F.	2,864
13	Repair of Driveway at School (inc. Curb and Gutter)	L.S.	1
14	Alternative Price - Dry Bore of Access Drive	L.F.	30
15	Wet Well - 8' Dia	Each	1
16	Connection to Dia. Manhole	Each	1
17	Air Release Valve	Each	1
18	Orange Barrier Fence on Nike School Grounds	L.S.	1
19	Erosion Control	L.S.	1
20	Rock Excavation	C.Y.	2,100
	Subsidiary to he Force Main will be at necessary concrete blocking		

Street and Storm

21	Clearing and Grubbing	L.S.	1
22	Site Grading	L.S.	1
23	50' R/W Grading	L.F.	2,170
24	8" Asphalt	S.Y.	6,570
25	12" Asphalt (Gardner Road)	S.Y.	495
26	Gravel Shoulder at Gardner Road	S.Y.	194
27	Fly Ash or comparable alternative	S.Y.	7,410
28	Temporary Turn Around (6" Asphalt)	S.Y.	421
29	Type "A" Curbend Gutter	L.F.	4,174
30	Type "B" Curbend Gutter (qty is through SW/Rel	L.F.	90
31	Type "D" Curbend Gutter	L.F.	120
32	4'x4' Curb Inlet	Each	4
33	4'x5' Curb Inlet	Each	2
34	5'x4' Curb Inlet	Each	3
35	7'x4' Curb Inlet	Each	1
36	4'x4' Yard Inlet	Each	1
37	5'x4' Yard Inlet	Each	1
38	15" HDPE	L.F.	140
39	15" Sanitite HP	L.F.	70
40	18" HDPE	L.F.	378
41	18" Sanitite HP	L.F.	65
42	24" HDPE	L.F.	417
43	24" Sanitite HP	L.F.	72
44	30" Sanitite HP	L.F.	185
45	18" End Section and Toe Wall	Each	2
46	24" End Section and Toe Wall	Each	1
47	30" End Section and Toe Wall	Each	1
48	Concrete Flume	L.S.	1
49	Erosion Control	L.S.	1
50	150# Stone Rip Rap	C.Y.	26
	subsidiary to rip-rap is the filter fabric		
51	Type I Sidewalk Ramp	Each	2
52	Type II Sidewalk Ramp	Each	2
53	Mid Block Sidewalk Ramp	Each	7
54	5' Sidewalk	L.F.	200
55	Seed, Mulch Fertilizer (All Disturbed Areas)	L.S.	1
56	2" Street Light Conduit	L.F.	183
57	2" PVC Power Conduit	L.F.	82
58	4" PVC Power Conduit	L.F.	96
59	2" PVC Gas Conduit	L.F.	494
60	4" PVC Gas Conduit	L.F.	42
61	8" PVC Gas Conduit	L.F.	140
62	Street Striping	L.S.	1
63	Access Road (10' wide)	Tons	1,500
64	Building Demolition	L.S.	1
	to include disposal of the building and debris around the building		
65	Construction Entrance	L.S.	1
	(maintained throughout project)		
66	Concrete Washout Pit	L.S.	1
	(maintained throughout project)		

Subsidiary to all street crossings is flowable fill to bottom of pavement
(This includes storm sewer, water mains and conduits)

Water Main

67	Connect to Existing Main	Each	2
68	6" PVC Restraint	L.F.	321
69	8" PVC	L.F.	353
70	8" PVC Restraint	L.F.	687
71	12" PVC	L.F.	621
72	12" PVC Restraint	L.F.	311
73	8"x6" Reducer	Each	1
74	8"x6"x6" Tee	Each	2
75	8"x12"x12" Tee	Each	2
76	16"x12" Tapping Sleeve	Each	1
77	Standard Fire Hydrant Assembly	Each	4
78	End of Line on Cul-De-Sac	Each	1
79	6" Gate Valve	Each	1
80	8" Gate Valve	Each	6
81	12" Gate Valve	Each	4
82	8" Bend	Each	6
83	8" Bend (22 1/2 and 45 degrees)	Each	4
84	12" Bend	Each	2
85	12" Dead End Line Assembly	Each	1
86	8" Dead End Line Assembly	Each	1

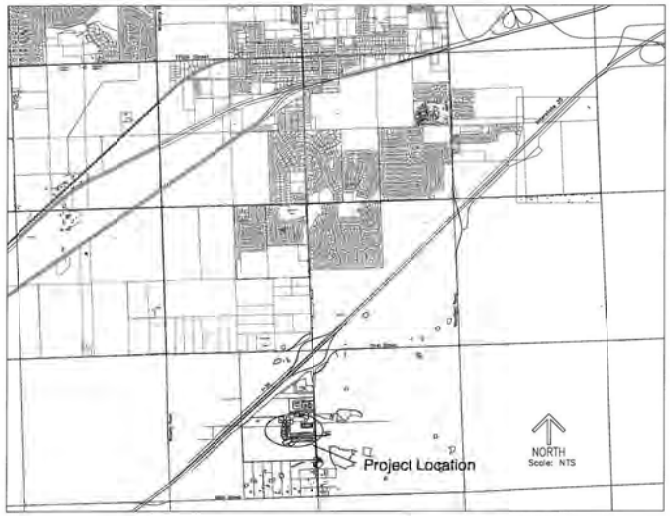
Miscellaneous

87	Flow or Pedestal Install and Conduit	L.S.	1
88	Street Lights	L.S.	1
89	Traffic Control	L.S.	1

Lift Station

90	Lift Station w/ controls & alarms	Each	1
91	Lift Station Installation - includes controls, control panel, etc	L.S.	1
92	Telemetry System	L.S.	1
93	Generator (including installation)	Each	1
94	8'x8' Structure for Controls	L.S.	1
95	Concrete Pad for Generator	C.Y.	1
96	Concrete Pad around Lift Station	C.Y.	2.4
	Subsidiary to Pads is the gravel base		
97	Force Main Flow Meter (including vault)	Each	1
98	8' Chain Link Fence	L.F.	354
99	Chain Link Gates W/ Lock	Each	1

These quantities are approximate and were prepared for the Contractor's convenience. Contractor to verify bid quantities and note discrepancies when placing their bid.



The following utility companies shall be contacted for actual field locations of underground utility lines prior to construction.

Kansas Gas Service	785.214-3399
Century Link	913-458-2232
Time-Warner/Spectrum	913-643-1820
City of Gardner, Water Department	913-856-0996
City of Gardner, Sewer Department	913-856-0996
Gardner Energy	913-856-0982

General Notes for Public Improvements

A. Development plans and stormwater management studies are approved initially for one (1) year after which they automatically become void and must be updated and re-approved by the City Engineer before any construction will be permitted.

B. The City of Gardner plan review is only for general conformance with City of Gardner design criteria and the city code. The city is not responsible for the accuracy and adequacy of the design, or dimensions and elevations which shall be confirmed and correlated at the job site. The City of Gardner, through approval of this document, assumes no responsibility other than that stated above for the completeness and/or accuracy of this document.

C. The contractor shall have one (1) signed copy of the plans (approved by the City of Gardner) on the site sheet and one (1) copy of the appropriate Design and Construction Standards and Specifications at the job site at all times.

D. Construction of the improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City Engineer is notified of such intent, and all required and properly executed bonds and contract agreements are received and approved by the City Engineer.

E. The City of Gardner technical specifications, latest edition, shall govern construction of this project.

F. All existing utilities indicated on the drawings are according to the best information available to the engineer; however, all utilities actually existing may not be shown. Utilities damaged through the negligence of the contractor to obtain the location of same shall be repaired or replaced by the contractor at his expense.

G. All backfill shall be tamped. Backfill within the right-of-way shall be to 95 percent (95%) compaction at optimum moisture. *See Sanitary Sewer Backfill note this sheet.

H. All excavation beneath streets shall be backfilled with flowable baseline/controlled Low Strength Material (CSLM) to four feet (4') back of curb.

I. Contractor shall not be allowed to work on Sundays, Holiday or Saturday work shall be as approved by the City Engineer.

J. All water required for the construction of this project shall be purchased from the city Utilities Department through the use of a fire hydrant water meter. Meters can be obtained from the Utilities Department for a nominal deposit, refundable upon the return of the meter.

K. Relocation of any water line, sewer line or service line thereof required for the construction of this project shall be the responsibility of the contractor at his expense.

L. The contractor shall install 12 gauge copper wire along all water lines that are not ductile iron pipe to facilitate underground marking and location. Connection shall be made to all valve risers as a minimum, whereas other connection points such as hydrants, flushing assemblies, existing line ends or meter pits may occasionally be required. Splicing shall be held to a minimum and will not be allowed between valve risers. Split bolt connectors or service connectors shall be used to splice points to properly connect and maintain electric continuity throughout the system. Before project acceptance the city will test the electric continuity of all installations at no cost to the contractor.

M. All sanitary sewer stubbins shall be laid on 1.00% grade unless approved otherwise. If necessary, risers shall be installed so that stubs are no deeper than 12 feet below final grade.

N. Manholes and valves shall be placed outside of all pavement and proposed and future sidewalks.

O. The contractor shall install and properly maintain a mechanical plug at all connection points with existing sanitary sewer lines until such time that the new line is tested and approved.

P. To prevent damage to main sewer lines, all blasting required for laterals stub lines shall be performed during crawling for the main line.

Q. A pre-blast survey shall be submitted to and approved by Public Safety prior to the initiation of blasting operations.

R. All sidewalks shown are for information purposes only unless specifically noted in the plans. Sidewalks shall not be built as a part of this project, however, contractor shall be responsible for sidewalk ramp construction. All existing sidewalks shall be maintained and remain open to pedestrian traffic when possible. If sidewalks are closed, temporary sidewalks may be required as directed by the City Engineer. The duration of closure shall be approved by the City Engineer.

S. A minimum of one (1) compaction test and a maximum of two (2) compaction tests shall be performed by a qualified testing laboratory for every 1003 feet of street construction. Soil samples for such tests shall be collected by laboratory technicians. All testing laboratory expenses shall be paid for by the contractor.

T. If precast concrete storm sewer structures are to be used on this project, the contractor shall, subsequent to review by the design engineer, submit shop drawings and have them approved by the city engineer prior to fabrication of the structures. Failure to do so shall be cause for rejection.

U. Monument bases conforming to Standard Detail 13-5 shall be installed at all quarter section corners as involved in the street construction. All monuments disturbed or removed during construction shall be replaced by the contractor at his expense.

V. Where a new street is to connect to an existing street, all deteriorated or cracked asphalt within five feet (5') of the connection point shall be removed to a depth where sound material is found. If full depth pavement removal is required, the subgrade shall be recompacted to 95 percent (95%) of standard maximum density. All connections to existing streets shall be mill saw cut to full depth.

W. Erosion control measures will be required to be installed prior to any grading or construction activities.

X. All projects which disturb a cumulative area of more than one acre will be temporarily seeded and mulched to the requirements of Section "7200 Seeding and Sodding" immediately after street construction (paving) is complete. Established yards shall be revegetated with the same vegetation if disturbed during construction. It is the responsibility of the contractor to notify property owners 48 hours in advance prior to performing any activities that will alter their yard.

Y. No open cut of streets is allowed unless approved by the City Engineer. A traffic plan prepared per MUTCD guidelines shall be submitted and approved by the City Engineer prior to construction. Unless otherwise approved by the City Engineer, one lane shall be open at all times or flashing sign boards posted a minimum of 5 days prior to construction.

Z. Steel fence T-posts (5') are required at all mailboxes, clean outs, valves, hydrants, and flushing assemblies until development occurs.

AA. Proof-rolling of the road base is required prior to placement of concrete curb and gutter or asphaltic street paving materials. The contractor shall proof-roll the subgrade with a fully loaded tandem axle dump truck while being observed by the city's representative. All soft or spongy areas shall be dug out, resompacted and proof rolled again until the city's representative is satisfied that the subgrade is stable.

CALL BEFORE YOU DIG – DRILL – BLAST
CALL 811
KANSAS ONE CALL SYSTEM, INC.

All concrete to be KCMMB Mix

JOCO Bench Mark #1170
Bronzer Aluminum Disk stamped BM 1170
Front intersection of Gardner Road and 175th Street go north 0.25 miles to NCS
Center curb end of the west bascule RCD
ELEV = 1038.84

OWNER / DEVELOPER:
Tuscan Farm, LLC
CONTACT: Clint Burdorf
P.O. Box 56
Gardner, KS 66030
PHONE: 913-285-2920

PREPARED BY:
ALLENBRAND-DREWS & ASSOCIATES, INC.
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8633

JAMES L. LONG LICENSE 17242 1/20/2020 KANSAS PROFESSIONAL ENGINEER

JAMES L. LONG, P.E. DATE

APPROVED BY:
CITY OF GARDNER

CITY ENGINEER 1-21-20 DATE
Approval for one year from this date

APPROVED BY:
KDHE

Permit No.

Index of Sheets

01 Title Sheet
02 General Layout East
03 General Layout West
04 Grading Plan East
05 Grading Plan Central
06 Grading Plan West
07 198th Street – Plan and Profile
08 Amherst and 195th Street – Plan and Profiles
09 Hickory – Plan and Profile
10 Entrance and Turn Lane Details
11 Intersection and Cul-de-Sac Details
12 Sanitary Line A and E – Plan and Profiles
13 Sanitary Line B – Plan and Profile
14 Sanitary Line C – Plan and Profile
15 Sanitary Line D – Plan and Profile
16 Drainage Map
17 Drainage Tables
18 Storm Line 1 and 2 – Plan and Profiles
19 Storm Line 3 and 4 – Plan and Profiles
20 Storm Line 5 – Plan and Profile
21 Erosion Control Plan
22 Water Line 1 and 4 – Plan and Profiles
23 Water Lines 2, 3 and 5 – Plan and Profiles
24 Street Details
25 Storm Sewer Details
26 Sidewalk Ramp Details
27 Sanitary Sewer Details
28 Water Details
29 Erosion Control Details
30 Street Light Layout
31 Street Light Details 1
32 Street Light Details 2
33 Street Light Details 3
34 Street Light Details 4
35 Force Main Sta. 0+00 to 13+00
36 Force Main Sta. 13+00 to 23+00
37 Force Main Sta. 24+00 to End
38 Wet Well Detail
39 Additional Lift Station Details
40 Gardner Road Sta. 4+00–17+00
41 Gardner Road Sta. 17+00–30+00
42 Gardner Energy Power Layout

*Sanitary Sewer Backfill Note:
Compaction tests at every sanitary main line and service line street crossing shall be submitted to City inspector prior to proof rail for curb/pavement installations. All locations not achieving the City's compaction requirements shall be re-compacted and re-tested at Contractor's expense until compaction requirements are met.

Flowable fill to bottom of subgrade shall be mandatory to all water, storm sewer, conduit and utility crossings
(can be excluded for sanitary if tests are passed at @ crossings).

7	1/6/20	Revised per KDHE Comments	AJ
6	8/8/19	Revised per City Comments	AJ
5	4/4/19	Revised per City Comments	AJ
4	3/3/19	Revised Plans to 42 Lots per Developer	AJ
3	11/2/18	Revised per City comments	AJ
2	7/10/18	Revised per City comments	AJ
1	6/8/18	Revised per comments on first submittal	AJ
No.	Date	Revisions	By

Designed By: AJ
Drawn By: AJ
Checked By: JL
Date: 1/17/2020
Job No.: 2067.2

CIVIL ENGINEERS
LAND SURVEYORS - LAND PLANNERS
122 N. WATER STREET
OLATHE, KANSAS 66061
PHONE: (913) 764-1076
FAX: (913) 764-8633
122 N. WATER STREET
PAOLA, KANSAS 66071
PHONE: (913) 557-1076
FAX: (913) 557-9904

Tuscan Farm 1st Plat
Phase 1

Title Sheet

Sheet No.
01 of 42

Title Sheet

2:\Engineering Design\Projects\2019\2067\2067 Tuscan Farm 1st Plat\Dwg\Site Grading Sheets\1 Sheet - January 20, 2020 - 2:27pm By KCDOS

Contract Documents for:

Tuscan Farm 1st Plat – Phase 1

196th & Gardner Rd.

Project Number: WW-1902

Prepared by:

Anderson Engineering Inc., Suite A

941 W. 141st Terrace, Kansas City, Missouri 64145

816-777-0400

GARDNER KANSAS

Proposer's Affidavit

PROJECT # WW-1902

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

Please type or print:

Legal Name of Person, Firm or Corporation: Superior Excavating, LLC

Address: 10401 N. Woodlawn

City/State/Zip: Valley Center, KS 67147

Contact Person: Al Linnebur

Phone: 316-260-1829 Email: al@superiorexcavating.net

Federal ID #: 47-1126413

Type of Organization: ☐ Individual ☐ Small Business ☐ Non-profit

☐ Partnership ☒ Corporation ☐ Joint Venture

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

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

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

Addendum No.: 1 Dated: 1/24/20
Addendum No.: 2 Dated: 2/12/20

Addendum No.: _____ Dated: _____

Authorized Signature: Chris Baughart Date: 02-18-20

(Title) Owner

Subscribed and sworn to before me this 18th day of Feb, 2020 by Lisa Kay Baggett

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

My commission expires: 04-27-20

Bid Form

PROJECT # WW-1902 Tuscan Farm 1st Plat – Phase 1

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

Summary of Values

Sanitary Sewer

No.	Item	Unit	Quantity	Unit Price	Amount
1	Standard 4' Dia. Manhole	Each	19	$ 4404	$ 83,676
2	Standard 5' Dia. Manhole	Each	1	$ 7204	$ 7,204
3	5' Dia. Drop Manhole	Each	1	$ 8000	$ 8,000
4	6" PVC-Service Lines	L.F.	2,965	$ 17.00	$ 50,405
5	8" PVC SDR 35	L.F.	2,181	$ 19.25	$ 41,984
6	8" PVC SDR 26	L.F.	1,552	$ 21.55	$ 33,446
7	Extra Depth 4' dia. Manhole	V.F.	128	$ 340	$ 43,520
8	Extra Depth 5' dia. Manhole	V.F.	28	$ 544	$ 15,232
9	6" on 8" Tee	Each	70	$ 134	$ 9,380
10	6" MH Stub	Each	6	$ 127	$ 762
11	6" Concrete Encasement	L.F.	40	$ 21.25	$ 850
12	6" PVC SDR 11 Force Main	L.F.	2,866	$ 21.00	$ 60,186
13	Repair of Driveway at School (Inc. Curb and Gutter)	L.S.	1	$ 3575	$ 3,575
14	Wet Well - 8' Diameter	Each	1	$ 35,243	$ 35,243
15	Connection to Ex. Manhole	Each	1	$ 1000	$ 1,000
16	Air Release Valve	Each	1	$ 3673	$ 3,673
17	Access Road (15' wide)	Tons	1294	$ 20.00	$ 25,880
18	Orange Barrier Fence on Nike School Grounds	L.S.	1	$ 4375	$ 4,375
19	Rock Excavation	C.Y.	2100	$ 27.00	$ 56,700

Flowable fill to bottom of subgrade shall be subsidiary to all water, storm sewer, conduit and utility crossings. (can be excluded for sanitary if tests are provided at all crossings).

Total Sanitary Sewer $ 485,091.00

Street and Storm Sewer

No.	Item	Unit	Quantity	Unit Price	Amount
20	Clearing and Grubbing	L.S.	1	$ 44052	$ 44,052
21	Site Grading	L.S.	1	$ 155522	$ 155,522
22	50' R/W Grading	L.F.	2,178	$ 14.25	$ 31,037
23	8" Asphalt	S.Y.	6,570	$ 29.43	$ 193,355
24	10" Asphalt (Gardner Road)	S.Y.	495	$ 47.40	$ 23,463
25	Gravel Shoulder at Gardner Road	S.Y.	134	$ 16.25	$ 2,178
26	Fly Ash or comparable alternative	S.Y.	7,410	$ 6.75	$ 50,018
27	Temporary Turn-Around (6" Asphalt)	S.Y.	421	$ 26.11	$ 10,992
28	Type "A" Curb and Gutter	L.F.	4,174	$ 26.00	$ 108,524
29	Type "B" Curb and Gutter (qty is through S/W Ramp)	L.F.	90	$ 25.00	$ 2,250
30	Type "E" Curb and Gutter	L.F.	120	$ 25.00	$ 3,000
31	4'x4' Curb Inlet	Each	4	$ 3796	$ 15,184
32	4'x5' Curb Inlet	Each	2	$ 4194	$ 8,388
33	5'x4' Curb Inlet	Each	1	$ 4090	$ 4,090
34	7'x4' Curb Inlet	Each	1	$ 5034	$ 5,034
35	4'x4' Yard Inlet	Each	1	$ 3756	$ 3,756
36	5'x4' Yard Inlet	Each	1	$ 4110	$ 4,110
37	15" HDPE	L.F.	140	$ 21.20	$ 2,968
38	15" Sanitite HP	L.F.	70	$ 34.10	$ 2,387
39	18" HDPE	L.F.	378	$ 26.20	$ 9,904
40	18" Sanitite HP	L.F.	60	$ 35.20	$ 2,112
41	24" HDPE	L.F.	417	$ 35.90	$ 14,970
42	24" Sanitite HP	L.F.	72	$ 58.30	$ 4,198
43	36" Sanitite HP	L.F.	165	$ 96.60	$ 15,939
44	18" End Section and Toe Wall	Each	2	$ 700	$ 1,400
45	24" End Section and Toe Wall	Each	1	$ 828	$ 828
46	36" End Section and Toe Wall	Each	1	$ 1542	$ 1,542
47	Concrete Flume	L.S.	1	$ 950	$ 950
48	Erosion Control	L.S.	1	$ 30491	$ 30,491
49	150# Stone Rip Rap	C.Y.	26	$ 67.25	$ 1,749
50	Type I Sidewalk Ramp	Each	2	$ 360	$ 720
51	Type II Sidewalk Ramp	Each	2	$ 1250	$ 2,500
52	Mid Block Sidewalk Ramp	Each	7	$ 360	$ 2,520
53	5' Sidewalk	L.F.	200	$ 25.50	$ 5,100
54	Seed, Mulch Fertilizer (All Disturbed Areas)	L.S.	1	$ 32534	$ 32,534

Street and Storm Sewer (Continued)

No.	Item	Unit	Quantity	Unit Price	Amount
55	2" Street Light Conduit	L.F.	183	$ 8.50	$ 1,556
56	2" PVC Power Conduit	L.F.	92	$ 8.50	$ 782
57	4" PVC Power Conduit	L.F.	96	$ 10.00	$ 960
58	2" PVC Gas Conduit	L.F.	494	$ 8.50	$ 4,199
59	4" PVC Gas Conduit	L.F.	42	$ 10.00	$ 420
60	8" PVC Gas Conduit	L.F.	140	$ 21.00	$ 2,940
61	Street Striping	L.S.	1	$ 7635	$ 7,635
62	Building Demolition	L.S.	1	$ 13035	$ 13,035
63	Construction Entrance	L.S.	1	$ 2500	$ 2,500
64	Concrete Washout Pit	L.S.	1	$ 1000	$ 1,000

Flowable fill to bottom of subgrade shall be subsidiary to all water, storm sewer, conduit and utility crossings. (can be excluded for sanitary if tests are provided at all crossings).

Total Street and Storm Sewer $ 832,789.00

Water Main

No.	Item	Unit	Quantity	Unit Price	Amount
65	Connect to Existing Main	Each	2	$ 147	$ 294
66	6" PVC Restraint	L.F.	321	$ 30.15	$ 9,678
67	8" PVC	L.F.	352	$ 24.45	$ 8,606
68	8" PVC Restraint	L.F.	687	$ 43.05	$ 29,575
69	12" PVC	L.F.	821	$ 41.05	$ 33,702
70	12" PVC Restraint	L.F.	311	$ 83.50	$ 25,969
71	8"x6" Reducer	Each	1	$ 357	$ 357
72	8"x8"x8" Tee	Each	2	$ 674	$ 1,348
73	8"x12"x12" Tee	Each	2	$ 1004	$ 2,008
74	12" on 18" Tapping Sleeve	Each	1	$ 6922	$ 6,922
75	Standard Fire Hydrant Assembly	Each	4	$ 7022	$ 28,088
76	End of Line on Cul-De-Sac	Each	1	$ 5968	$ 5,968
77	6" Gate Valve	Each	1	$ 1445	$ 1,445
78	8" Gate Valve	Each	6	$ 2150	$ 12,900
79	12" Gate Valve	Each	4	$ 4049	$ 16,196
80	6" Bend	Each	6	$ 327	$ 1,962
81	8" Bend (22 1/2 and 45 degrees)	Each	4	$ 421	$ 1,684
82	12" Bend	Each	2	$ 770	$ 1,540
83	12" Dead End Line Assembly	Each	1	$ 5968	$ 5,968
84	8" Dead End Line Assembly	Each	2	$ 5968	$ 11,936

Flowable fill to bottom of subgrade shall be subsidiary to all water, storm sewer, conduit and utility crossings. (can be excluded for sanitary if tests are provided at all crossings).

Total Water Mains $ 206,146.00

No.	Item	Unit	Quantity	Unit Price	Amount
85	Power Pedestal Install and Conduit	L.S.	1	$ 117153	$ 117,153
86	Street Lights	L.S.	1	$ 46767	$ 46,767
87	Traffic Control	L.S.	1	$ 1582	$ 1,582
88	Force Account				$ 40,000.00

Total Miscellaneous $ 205,502.00

Total Sanitary Sewer	$ 485,091.00
Total Street and Storm	$ 832,789.00
Total Water Mains	$ 206,146.00
Total Miscellaneous	$ 205,502.00
Total Bid Amount	$ 1,729,528.00

One million, seven hundred twenty nine thousand, five hundred twenty eight

Alternative Pricing

No.	Item	Unit	Quantity	Unit Price	Amount
89	Alternative Price - Dry Bore of Access Drive	L.F.	30	$ 250	$ 7,500

Authorized Signature: Chris Barnhart Date: 02-18-20

Name and Title: Chris Barnhart / Owner

Subscribed and sworn to before me this 18th day of Feb, 2020 by Lisa Kay Baggett

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

My commission expires: 04-27-20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

Bid Bond

PROJECT # WW-1902

KNOW ALL MEN BY THESE PRESENTS, that Superior Excavating, LLC as Principal, hereinafter called the Principal, and Granite Re, Inc. a corporation duly organized under the laws of the State of Minnestoa as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount Dollars ($ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the following project:

PROJECT: Tuscan Farm – First Plat, Phase 1

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

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

Superior Excavating, LLC

[SEAL]

[Contractor/Principal]

[Title] Owner

ATTEST:

[Secretary]

Granite Re, Inc.

[Surety Company]

[SEAL]

By:

Kenneth D. Whittington
[Attorney-in-fact]

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

KATHLEEN K. CARLSON NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 18th day of February, 20 20.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Secretary/Treasurer

GR0800-1

GARDNER KANSAS

Bidder's Qualification Statement

PROJECT # WW-1902

---

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

   Name: Superior Excavating

   Address: 10401 N. Woodlawn, Valley Center, KS 67147

   Phone/Fax/Email: 316-260-1829 / 316-201-6433 / al@superiorexcavating.net

2. Years in business 6

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

   See attached sheet

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

   See attached sheets

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

      Contact Person: _____ Phone: _____

      Description of Project: _____

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

      Contact Person: _____ Phone: _____

      Description of Project: _____

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

Contact Person: _____ Phone: _____

Description of Project: _____

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

Role:	Names:	Years of Experience:
Project Manager:	Al Linnebur	28 yrs
Superintendent:	Jerry Bell	36 yrs
Foreman:		
Other Personnel:		

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

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

Superior Excavating Project Summary

Name of Project: Evergreen Terrace Senior Living, KCKS
Name of Client: Fairway Construction Co.
Date of Project: 10/31/2019
Contact Person: Kevin Harvey
Phone: 573-303-3765
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Park Ave. Estates Senior Living- Yukon, OK
Name of Client: Fairway Construction Co.
Date of Project: 8/12/2019
Contact Person: Kevin Harvey
Phone: 573-303-3765
Description of Project: Excavation, Utilities, and Concrete

Name of Project: NW Arkansas Nature and Education Center
Name of Client: Branco Enterprises
Date of Project: 12/5/2018
Contact Person: Brandon Poindexter
Phone: 417-451-5250
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Pauls Valley Elementary School- OK
Name of Client: Machill Construction Co.
Date of Project: 2/7/2019
Contact Person: Michael Barnes
Phone: 580-332-1404
Description of Project: Excavation and Utilities

Name of Project: Loves Travel Stop- El Reno, OK
Name of Client: Buffalo Construction
Date of Project: 2/5/2018
Contact Person: David Kennedy
Phone: 502-327-4686
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Loves Travel Stop- Randlett, OK
Name of Client: Buffalo Construction
Date of Project: 11/12/2017
Contact Person: David Kennedy
Phone: 502-327-4686
Description of Project: Excavation, Utilities, and Concrete

Name of Project: At Home- Garland, TX
Name of Client: Parkway Construction
Date of Project: 3/28/2018
Contact Person: Dean Smith
Phone: 972-221-1979
Description of Project: Excavation, Utilities, and Concrete

Name of Project: Autumn Leaves Senior Care- Lee's Summit, MO
Name of Client: Lake Superior Construction
Date of Project: 5/17/2016
Contact Person: Bjorn Lindqvist
Phone: 940-566-5465
Description of Project: Excavation and Utilities

Name of Project: Wynnewood Middle School- OK
Name of Client: Machill Construction Co.
Date of Project: 11/16/2016
Contact Person: Michael Barnes
Phone: 580-332-1404
Description of Project: Excavation, Utilities, and Concrete

Subcontractor	Address	Phone #	Type/Scope of Work
Updike Paving	7211 Douglas Ave. KCKS 66106	913-851-9988	Asphalt Paving

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

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

Authorized Signature: Chris Baggett Date: 02-18-20

(Title) Owner

Subscribed and sworn to before me this 18th day of Feb, 2020 by Lisa Kay Baggett

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

My commission expires: 04-27-20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

GARDNER
KANSAS

Subcontractor's Qualification Statement

PROJECT # WW 1902

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

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

   Name: Updike Paving Corp.

   Address: PO Box 860412, Shawnee, Ks. 66286

   Phone/Fax/Email: 913-851-9988, 913-851-9989, upcshawn@aol.com

2. Years in business 25 yrs.

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

   Multiple pavers, rollers, skid loaders, distributor trucks, and dump trucks.

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

   i. Name of Client: DHPI - Gardner (Meyer Bros) Date of Project: 12/11/19

   Contact Person: Scott Gordon Phone: 816-808-4933

   Description of Project: DHPI - street/parking lot

   ii. Name of Client: Trumbull Date of Project: 10/22/19

Contact Person: Rick Trumbull Phone: 816-918-3040

Description of Project: Streets

iii. Name of Client: Johnson County Parks & Rec Date of Project: 11/22/19

Contact Person: Jim Wilson Phone: 913-909-3034

Description of Project: Roads, parking lots, and walking trails.

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

Role:	Names:	Years experience:
Project Manager	Shawn Updike	35 yrs.
Superintendent	Anthony Lynne	20 yrs.
Foreman:	Rick Vogel	30 yrs.
Other Personnel:	Paul Mathne	18 yrs.

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

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

Authorized Signature: Shawn Lydike, Pres. Date: 2/13/20

(Title)

Subscribed and sworn to before me this 13th day of February, 2020 by Shawn Lydike

Nicolette Hinkle

(Signature of Notary Public)

seal, if any) NICOLETTE HINKLE
Notary Public
State of Kansas
My Commission Expires 07-11-20

My commission expires: 7-11-20

PROJECT # WW-1902

Certificate of Nondiscrimination – Mandatory Provisions

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

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

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

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

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

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

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

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

DATE: 02-18-20

Superior Excavating
Contractor/Principal

By: Chris Bennett
Signature

CORPORATE SEAL

Owner
(Official Title of Signer)

GARDNER KANSAS

Noncollusion Affidavit of Prime Bidder

PROJECT # WW-1902

STATE OF Kansas)
COUNTY OF Sedgwick)

Chris Barnhart, being first duly sworn deposes and says that:

(1) He is Owner of Superior Excavating, the Bidder that has submitted the attached Bid;

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

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

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

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

By: Chris Barnhart

Name: Chris Barnhart

Title: Owner

Bidder: Superior Excavating

Subscribed and sworn to before me this 18th day of Feb, 2020 by Lisa Kay Baggett

Lisa Kay Baggett (seal, if any)

(Signature of Notary Public)

My commission expires: 04-27-20

State of Kansas
Notary Public
Lisa Kay Baggett
My Commission Expires 4/27/2020

Plan Holder List for 'Tuscan Farm 1st Plat - Phase 1 (WW1902) - Gardner, KS'

Show Classifications

Company Information	CSI Codes	Contact Information	Status Date Filled Date Returned	Delivery Method Tracking Number
Amino Brothers Co. Inc. 8110 Kaw Drive Kansas City, KS 66111	31000 - Division 31 - Earthwork	Steve Gripka Phone: (913) 334-2330 Fax: (913) 334-0144	Filled 02/13/2020	Download - N/A (Downloads or Other)
Bettis Asphalt And Construction 1800 NW Brickyard Rd Topeka, KS 66618	31000 - Division 31 - Earthwork	Mark Bettis Phone: (785) 235-8444 Fax: (785) 232-0078	Filled 02/13/2020	Download - N/A (Downloads or Other)
BRB Contractors 3805 NW 25th St. Topeka, KS 66618	00000 - Division 0 - Procurement & Contracting	Ken Johnson Phone: (785) 232-1245 Fax: (785) 235-8045	Filled 02/13/2020	Download - N/A (Downloads or Other)
Capital Electric Line Builders 4400 NW Mattox Road Riverside, MO 64150	26000 - Division 26 - Electrical	Sandy Johnson Phone: (816) 389-4000 Fax: (816) 329-8260	Filled 02/13/2020	Download - N/A (Downloads or Other)
Central Plumbing & Heating 201 E Walnut Cleveland, MO 64734	33000 - Division 33 - Utilities	Dustin Whiting Phone: (816) 942-6355 Fax: (816) 942-6305	Filled 02/13/2020	Download - N/A (Downloads or Other)
City of Gardner 120 E Main St. Gardner, KS 66030	00007 - Associates & Professional Organizations	Mark Pottinger Phone: (913) 856-0914 Fax: (913) 856-0995	Filled 02/13/2020	Pickup - CUSTOMER PICKUP, Lenexa - Drexel Technologies
Cohorst Enterprises Inc. P.O. Box 423 Wellsville, KS 66092	01000 - Division 1 - General Requirements	Jeremy Cohorst Phone: (816) 616-2558 Fax: (913) 882-9787	Filled 02/13/2020	Download - N/A (Downloads or Other)
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	00005 - Planroom	Michael Stubbs Phone: (800) 364-2059 Fax: (866) 570-8187	Filled 02/13/2020	Download - N/A (Downloads or Other)
Dodge Data & Analytics 4300 Beltway Place Ste 150 Arlington, TX 76018	00005 - Planroom	Jayalakshmi L Phone: (413) 376-7032 Fax: (609) 336-2767	Filled 02/13/2020	Download - N/A (Downloads or Other)
Emery Sapp and Sons Inc 140 Walnut Street Kansas City, MO 64106	31000 - Division 31 - Earthwork	Tracy Ultican Phone: (816) 221-3500 Fax: (816) 421-9333	Filled 02/13/2020	Download - N/A (Downloads or Other)
ePlan Online Planroom 1400 Forum Blvd Ste 7B Columbia, MO 65203	00005 - Planroom	Amber Cox Phone: (573) 447-7130 Fax: (573) 355-5404	Filled 02/13/2020	Download - N/A (Downloads or

				Other)
Freeman Concrete Construction LLC 8357 Monticello Shawnee, KS 66227	03000 - Division 3 - Concrete	Mike Martin Phone: (913) 825-0744 Fax: (913) 825-0745	Filled 02/13/2020	Download - N/A (Downloads or Other)
Infrastructure Solutions 9801 Renner Boulevard Lenexa, KS 66219	33000 - Division 33 - Utilities	Kevin Cooper Phone: (913) 492-0400 Fax: (800) 932-8468	Filled 02/13/2020	Download - N/A (Downloads or Other)
JCI Industries Inc. 1161 SE Hamblen Road Attn: Kathi Lees Summit, MO 64081	41000 - Division 41 - Material Processing & Handling Equipment	Kathi Graham Phone: (816) 525-3320 Fax: (816) 525-5881	Filled 02/13/2020	Download - N/A (Downloads or Other)
Kings Construction Co., Inc 205 Walnut Oskaloosa, KS 66066	31000 - Division 31 - Earthwork	Taylor Norris Phone: (785) 863-2534 Fax: (785) 863-2880	Filled 02/13/2020	Download - N/A (Downloads or Other)
Kissick Construction Company Inc. 8131 Indiana Avenue Kansas City, MO 64132	02000 - Division 2 - Existing Conditions	John Garvey Phone: (816) 363-5530 Fax: (816) 523-1557	Filled 02/13/2020	Download - N/A (Downloads or Other)
Larry Bair Excavating 2785 W. 247th street Louisburg, KS 66053	31000 - Division 31 - Earthwork	Tim OConnor Phone: (913) 947-7222 Fax: (913) 273-7322	Filled 02/13/2020	Download - N/A (Downloads or Other)
Linaweaver Construction 719 Gilman Road FedEx on File Lansing, KS 66043	31000 - Division 31 - Earthwork	Ashley Linaweaver Phone: (913) 351-3474 Fax: (913) 351-2749	Filled 02/13/2020	Download - N/A (Downloads or Other)
Nowak Construction 200 S Goddard Rd Goddard, KS 67052	01000 - Division 1 - General Requirements	Alan Blough Phone: (316) 794-8898 Fax: (316) 794-2243	Filled 02/13/2020	Download - N/A (Downloads or Other)
O'Donnell & Sons Construction 15301 Broadmoor Overland Park, KS 66223	32000 - Division 32 - Exterior Improvements	Patrick O'Donnell Phone: (913) 681-2155 Fax: (913) 681-3292	Filled 02/13/2020	Download - N/A (Downloads or Other)
Phoenix Concrete LLC. 15452 S. Keeler St. Olathe, KS 66062	03000 - Division 3 - Concrete	Mike Thomas Phone: (913) 904-4246 Fax: (913) 390-1701	Filled 02/13/2020	Download - N/A (Downloads or Other)
RD Johnson Excavating 1705 N1399 Road Lawrence, KS 66046	31000 - Division 31 - Earthwork	Brad Ikenberry Phone: (785) 842-9100 Fax: (785) 842-9113	Filled 02/13/2020	Download - N/A (Downloads or Other)
Redford Construction Inc. 17322 South State Route 291 Pleasant Hill, MO 64080	31000 - Division 31 - Earthwork	Mike Bader Phone: (816) 540-2030 Fax: (816) 540-3071	Filled 02/13/2020	Download - N/A (Downloads or Other)
Richard Coopman 345 North Main	00001 - Construction	Richard Coopman Phone: (620) 364-2505	Filled 02/13/2020	Download - N/A (Downloads or

New Strawn, KS 66839	Manager	Fax: (620) 364-4364		Other)
Rodriguez Mechanical 541 S. 11th St. Kansas City, KS 66105	22000 - Division 22 - Plumbing	David Scaggs Phone: (913) 281-1814 Fax: (913) 621-4354	Filled 02/13/2020	Download - N/A (Downloads or Other)
Ron Weers Construction Co. 20765 S Foster Court Bucyrus, KS 66013	31000 - Division 31 - Earthwork	Ryan Weers Phone: (913) 681-5575 Fax: (913) 681-5669	Filled 02/13/2020	Pickup - CUSTOMER PICKUP, Lenexa - Drexel Technologies
Site Rite Construction Company 316 East 31st Street Kansas City, MO 64108	02000 - Division 2 - Existing Conditions	Garrett Kratzberg Phone: (816) 561-4890 Fax: (816) 561-4760	Filled 02/13/2020	Download - N/A (Downloads or Other)
Sprouls Construction, Inc. 397 West DD Hwy Lamar, MO 64759	00000 - Division 0 - Procurement & Contracting	Doug Sprouls Phone: (417) 682-9577 Fax: (417) 682-2277	Filled 02/13/2020	Download - N/A (Downloads or Other)
Superior Companies 10401 N. Woodlawn Valley Center, KS 67147	03000 - Division 3 - Concrete	Al Linnebur Phone: (316) 260-1829 Fax: (316) 201-6433	Filled 02/13/2020	Download - N/A (Downloads or Other)
Walters Excavating 24060 K 68 Hwy Paola, KS 66071	31000 - Division 31 - Earthwork	Dustin Walters Phone: (913) 294-2744 Fax: (913) 557-9491	Filled 02/13/2020	Download - N/A (Downloads or Other)

BID TAB FOR:
Tuscan Farm 1st Plat-Phase 1
WW1902
Bid Opening: February 18, 2020 (11:00am)

			Engineer's Est			Superior Excavating, LLC		Emery Sapp & Sons Inc		RD Johnson Excavating CO		Walters Excavating, LLC		Linaweaver Construction		Amino Brothers		Cohorst Enterprises Inc	
Sanitary Sewer																			
Item No.	Item	Unit	Quantity	Unit Price	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	**Standard 4' Dia Manhole**	Each	19	4000.00	76,000.00	$4,404.00	$83,676.00	$4,520.00	$85,880.00	$3,300.00	$62,700.00	$3,600.00	$68,400.00	$4,500.00	$85,500.00	$3,014.00	$57,266.00	$2,400.00	$45,600.00
2	**standard 5' Dia manhole**	Each	1	5500.00	5,500.00	$7,204.00	$7,204.00	$8,840.00	$8,840.00	$4,200.00	$4,200.00	$6,200.00	$6,200.00	$4,800.00	$4,800.00	$4,144.00	$4,144.00	$3,300.00	$3,300.00
3	**5' Dia. Drop Manhole**	Each	1	8000.00	8,000.00	$8,000.00	$8,000.00	$9,050.00	$9,050.00	$4,400.00	$4,400.00	$6,500.00	$6,500.00	$5,500.00	$5,500.00	$6,279.00	$6,279.00	$4,000.00	$4,000.00
4	**6" PVC-Service Lines**	L.F.	2,965	55.00	163,075.00	$17.00	$50,405.00	$38.00	$112,670.00	$25.00	$74,125.00	$70.36	$208,617.40	$60.00	$177,900.00	$81.65	$242,092.25	$65.00	$192,725.00
5	**8' PVC SDR 35**	L.F.	2,181	65.00	141,765.00	$19.25	$41,984.25	$41.00	$89,421.00	$40.00	$87,240.00	$62.20	$135,658.20	$55.00	$119,955.00	$81.65	$178,078.65	$65.00	$141,765.00
6	**8" PVC SDR 26**	L.F.	1,552	75.00	116,400.00	$21.55	$33,445.60	$41.00	$63,632.00	$42.00	$65,184.00	$61.75	$95,836.00	$60.00	$93,120.00	$81.65	$126,720.80	$65.00	$100,880.00
7	**Extra Depth 4" dia. Manhole**	V.F.	128	120.00	15,360.00	$340.00	$43,520.00	$85.00	$10,880.00	$225.00	$28,800.00	$100.00	$12,800.00	$150.00	$19,200.00	$251.00	$32,128.00	$200.00	$25,600.00
8	**Extra Depth 5" dia. Manhole**	V.F.	28	160.00	4,480.00	$544.00	$15,232.00	$135.00	$3,780.00	$280.00	$7,840.00	$200.00	$5,600.00	$250.00	$7,000.00	$264.00	$7,392.00	$210.00	$5,880.00
9	**6" on 8" Tee**	Each	70	120.00	8,400.00	$134.00	$9,380.00	$290.00	$20,300.00	$360.00	$25,200.00	$80.00	$5,600.00	$200.00	$14,000.00	$94.20	$6,594.00	$75.00	$5,250.00
10	**6" MH Stub**	Each	6	120.00	720.00	$127.00	$762.00	$370.00	$2,220.00	$800.00	$4,800.00	$800.00	$4,800.00	$150.00	$900.00	$377.00	$2,262.00	$300.00	$1,800.00
11	**6" Concrete Encasement**	L.F.	40	15.00	600.00	$21.25	$850.00	$120.00	$4,800.00	$95.00	$3,800.00	$325.00	$13,000.00	$95.00	$3,800.00	$151.00	$6,040.00	$120.00	$4,800.00
12	**6" PVC SDR 11 Force Main**	L.F.	2,866	45.00	128,970.00	$21.00	$60,186.00	$34.50	$98,877.00	$33.00	$94,578.00	$54.00	$154,764.00	$40.00	$114,640.00	$81.65	$234,008.90	$65.00	$186,290.00
13	**Repair of Driveway at School (Inc. Curb**	L.S.	1	1750.00	1,750.00	$3,575.00	$3,575.00	$7,455.00	$7,455.00	$6,000.00	$6,000.00	$10,000.00	$10,000.00	$8,500.00	$8,500.00	$8,539.00	$8,539.00	$6,000.00	$6,000.00
14	**Wet Well - 8' Dia**	Each	1	40000.00	40,000.00	$35,243.00	$35,243.00	$32,595.00	$32,595.00	$60,500.00	$60,500.00	$23,000.00	$23,000.00	$50,000.00	$50,000.00	$37,673.00	$37,673.00	$30,000.00	$30,000.00
15	**Conneection to Ex. Manhole**	Each	1	1000.00	1,000.00	$1,000.00	$1,000.00	$2,535.00	$2,535.00	$1,180.00	$1,180.00	$3,000.00	$3,000.00	$1,500.00	$1,500.00	$3,139.00	$3,139.00	$2,500.00	$2,500.00
16	**Air Release Valve**	Each	1	6500.00	6,500.00	$3,673.00	$3,673.00	$5,415.00	$5,415.00	$3,700.00	$3,700.00	$8,000.00	$8,000.00	$2,500.00	$2,500.00	$2,512.00	$2,512.00	$2,000.00	$2,000.00
17	**Access Road (15' wide)**	Tons	1,294	15.00	19,410.00	$20.00	$25,880.00	$20.00	$25,880.00	$21.00	$27,174.00	$31.92	$41,304.48	$28.00	$36,232.00	$32.35	$41,860.90	$45.00	$58,230.00
18	**Orange Barrier Fence on Nike School**	L	1	500.00	500.00	$4,375.00	$4,375.00	$1,945.00	$1,945.00	$5,825.00	$5,825.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$3,139.00	$3,139.00	$2,500.00	$2,500.00
19	**Rock Excavation**	C.Y.	2,100	25.00	52,500.00	$27.00	$56,700.00	$105.05	$220,605.00	$105.00	$220,500.00	$110.00	$231,000.00	$100.00	$210,000.00	$94.20	$197,820.00	$75.00	$157,500.00
			Total Sanitary Sewer		**790,930.00**		**$485,090.85**		**$806,780.00**		**$787,746.00**		**$1,039,080.08**		**$960,047.00**		**$1,197,688.50**		**$976,620.00**
Street and Strom Sewer																			
Item No.	Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
20	**Clearing and Grubbing**	L.S.	1	40000.00	40,000.00	44,052.00	44,052.00	$9,993.00	$9,993.00	$42,000.00	$42,000.00	$126,225.00	$126,225.00	$20,000.00	$20,000.00	$39,305.00	$39,305.00	$80,000.00	$80,000.00
21	**Site Grading**	L.S.	1	200000.00	200,000.00	155,522.00	155,522.00	$202,012.00	$202,012.00	$330,000.00	$330,000.00	$210,550.00	$210,550.00	$285,000.00	$285,000.00	$498,987.00	$498,987.00	$300,000.00	$300,000.00
22	**50' R/W Grading**	L.F.	2,178	16.00	34,848.00	14.25	31,036.50	$30.00	$65,340.00	$9.00	$19,602.00	$14.50	$31,581.00	$10.00	$21,780.00	$16.30	$35,501.40	$25.00	$54,450.00
23	**8" Asphalt**	S.Y.	6,570	32.00	210,240.00	29.43	193,355.10	$30.00	$197,100.00	$27.00	$177,390.00	$28.50	$187,245.00	$32.00	$210,240.00	$35.20	$231,264.00	$30.00	$197,100.00
24	**10" Asphalt (Gardner Road)**	S.Y.	495	47.00	23,265.00	47.40	23,463.00	$49.00	$24,255.00	$44.00	$21,780.00	$52.00	$25,740.00	$40.00	$19,800.00	$62.30	$30,838.50	$48.00	$23,760.00
25	**Gravel Shoulder at Gardner Road**	S.Y.	134	8.00	1,072.00	16.25	2,177.50	$15.00	$2,010.00	$22.00	$2,948.00	$25.00	$3,350.00	$8.00	$1,072.00	$14.00	$1,876.00	$5,000.00	$670,000.00
26	**Fly Ash or comparable allernative**	S.Y.	7,410	5.50	40,755.00	6.75	50,017.50	$6.30	$46,683.00	$5.50	$40,755.00	$4.85	$35,938.50	$6.00	$44,460.00	$7.05	$52,240.50	$5.50	$40,755.00
27	**Temporary Turn-Around (6" Asphalt)**	S.Y.	421	28.00	11,788.00	26.11	10,992.31	$25.00	$10,525.00	$25.00	$10,525.00	$36.00	$15,156.00	$38.50	$16,208.50	$46.25	$19,471.25	$25.00	$10,525.00
28	**Type "A" Curb and Gutter**	L.F.	4,174	15.00	62,610.00	26.00	108,524.00	$18.50	$77,219.00	$15.50	$64,697.00	$15.00	$62,610.00	$15.00	$62,610.00	$20.40	$85,149.60	$17.00	$70,958.00
29	**Type "B" Curb and Gutter (qty is through**	L.F.	90	18.00	1,620.00	25.00	2,250.00	$34.00	$3,060.00	$16.50	$1,485.00	$17.00	$1,530.00	$15.00	$1,350.00	$36.45	$3,280.50	$18.00	$1,620.00
30	**Type "E" Curb and Gutter**	L.F.	120	20.00	2,400.00	25.00	3,000.00	$31.00	$3,720.00	$22.00	$2,640.00	$23.00	$2,760.00	$15.00	$1,800.00	$36.55	$4,386.00	$23.00	$2,760.00
31	**4'x4' Curb Inlet**	Each	4	3700.00	14,800.00	3,796.00	15,184.00	$4,100.00	$16,400.00	$3,820.00	$15,280.00	$2,700.00	$10,800.00	$4,800.00	$19,200.00	$4,285.00	$17,140.00	$3,800.00	$15,200.00
32	**4'x5' Curb Inlet**	Each	2	3800.00	7,600.00	4,194.00	8,388.00	$4,200.00	$8,400.00	$4,050.00	$8,100.00	$3,100.00	$6,200.00	$5,000.00	$10,000.00	$4,540.00	$9,080.00	$4,200.00	$8,400.00
33	**5'x4' Curb Inlet**	Each	1	3800.00	3,800.00	4,090.00	4,090.00	$3,900.00	$3,900.00	$4,000.00	$4,000.00	$3,100.00	$3,100.00	$5,000.00	$5,000.00	$4,366.00	$4,366.00	$4,100.00	$4,100.00
34	**7'x4' Curb Inlet**	Each	1	4800.00	4,800.00	5,034.00	5,034.00	$4,900.00	$4,900.00	$4,720.00	$4,720.00	$3,500.00	$3,500.00	$6,520.00	$6,520.00	$4,965.00	$4,965.00	$5,100.00	$5,100.00
35	**4'x4' Yard Inlet**	Each	1	3750.00	3,750.00	3,756.00	3,756.00	$3,900.00	$3,900.00	$3,790.00	$3,790.00	$3,200.00	$3,200.00	$4,800.00	$4,800.00	$4,270.00	$4,270.00	$4,200.00	$4,200.00
36	**5'x4' Yard Inlet**	Each	1	3900.00	3,900.00	4,110.00	4,110.00	$4,200.00	$4,200.00	$4,000.00	$4,000.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$4,462.00	$4,462.00	$4,400.00	$4,400.00
37	**15' HDPE**	L.F.	140	42.00	5,880.00	21.20	2,968.00	$35.00	$4,900.00	$32.00	$4,480.00	$43.15	$6,041.00	$58.00	$8,120.00	$47.65	$6,671.00	$45.00	$6,300.00
38	**15" Sanitite HP**	L.F.	70	50.00	3,500.00	34.10	2,387.00	$41.00	$2,870.00	$70.00	$4,900.00	$59.28	$4,149.60	$85.00	$5,950.00	$53.00	$3,710.00	$56.00	$3,920.00
39	**18" HDPE**	L.F.	378	48.00	18,144.00	26.20	9,903.60	$41.00	$15,498.00	$37.00	$13,986.00	$49.90	$18,862.20	$62.00	$23,436.00	$51.85	$19,599.30	$50.00	$18,900.00
40	**18" Sanitite HP**	L.F.	60	58.00	3,480.00	35.20	2,112.00	$43.00	$2,580.00	$75.00	$4,500.00	$68.34	$4,100.40	$66.00	$3,960.00	$56.50	$3,390.00	$56.00	$3,360.00
41	**24" HDPE**	L.F.	417	65.00	27,105.00	35.90	14,970.30	$50.00	$20,850.00	$48.00	$20,016.00	$52.28	$21,800.76	$80.00	$33,360.00	$60.40	$25,186.80	$55.00	$22,935.00
42	**24" Sanitite HP**	L.F.	72	78.00	5,616.00	58.30	4,197.60	$61.50	$4,428.00	$90.00	$6,480.00	$73.61	$5,299.92	$90.00	$6,480.00	$70.85	$5,101.20	$81.00	$5,832.00
43	**36" Sanitite HP**	L.F.	165	88.00	14,520.00	96.60	15,939.00	$108.50	$17,902.50	$125.00	$20,625.00	$122.12	$20,149.80	$155.00	$25,575.00	$112.00	$18,480.00	$105.00	$17,325.00
44	**18" End Section and Toe Wall**	Each	2	1500.00	3,000.00	700.00	1,400.00	$740.00	$1,480.00	$1,680.00	$3,360.00	$700.00	$1,400.00	$950.00	$1,900.00	$976.00	$1,952.00	$800.00	$1,600.00
45	**24" End Section and Toe Wall**	Each	1	1900.00	1,900.00	828.00	828.00	$930.00	$930.00	$1,760.00	$1,760.00	$800.00	$800.00	$1,000.00	$1,000.00	$1,425.00	$1,425.00	$900.00	$900.00
46	**36" End Section and Toe Wall**	Each	1	2600.00	2,600.00	1,542.00	1,542.00	$1,500.00	$1,500.00	$2,780.00	$2,780.00	$1,200.00	$1,200.00	$1,700.00	$1,700.00	$2,406.00	$2,406.00	$1,500.00	$1,500.00
47	**Concrete Flume**	L.S.	1	700.00	700.00	950.00	950.00	$1,400.00	$1,400.00	$940.00	$940.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00	$2,137.00	$2,137.00	$2,000.00	$2,000.00
48	**Erosion Control**	L.S.	1	26000.00	26,000.00	30,491.00	30,491.00	$12,760.00	$12,760.00	$15,500.00	$15,500.00	$26,500.00	$26,500.00	$25,000.00	$25,000.00	$11,022.00	$11,022.00	$24,000.00	$24,000.00
49	**150# Stone Rip Rap**	C.Y.	26	80.00	2,080.00	67.25	1,748.50	$130.00	$3,380.00	$90.00	$2,340.00	$175.00	$4,550.00	$90.00	$2,340.00	$123.00	$3,198.00	$85.00	$2,210.00
50	**Type I Sidewalk Ramp**	Each	2	1250.00	2,500.00	360.00	720.00	$1,500.00	$3,000.00	$1,190.00	$2,380.00	$1,200.00	$2,400.00	$1,350.00	$2,700.00	$1,755.00	$3,510.00	$1,200.00	$2,400.00

Bid Opening: February 18, 2020 (11:00am)			Engineer's Est			Superior Excavating, LLC		Emery Sapp & Sons Inc		RD Johnson Excavating CO		Walters Excavating, LLC		Linaweaver Construction		Amino Brothers		Cohorst Enterprises Inc	
51	**Type II Sidewalk Ramp**	Each	2	1500.00	3,000.00	1,250.00	2,500.00	$1,900.00	$3,800.00	$1,710.00	$3,420.00	$1,900.00	$3,800.00	$1,350.00	$2,700.00	$3,318.00	$6,636.00	$1,600.00	$3,200.00
52	**Mid Block Sidwalk Ramp**	Each	7	1000.00	7,000.00	360.00	2,520.00	$1,500.00	$10,500.00	$1,300.00	$9,100.00	$1,300.00	$9,100.00	$1,350.00	$9,450.00	$1,755.00	$12,285.00	$1,200.00	$8,400.00
53	**5' Sidewalk**	L.F.	200	6.00	1,200.00	25.50	5,100.00	$38.00	$7,600.00	$30.00	$6,000.00	$29.75	$5,950.00	$28.00	$5,600.00	$45.65	$9,130.00	$30.00	$6,000.00
54	**Seed, Mulch Fertilizer (All Distrubed**	L.S.	1	33200.00	33,200.00	32,534.00	32,534.00	$33,500.00	$33,500.00	$16,500.00	$16,500.00	$28,600.00	$28,600.00	$50,000.00	$50,000.00	$10,625.00	$10,625.00	$65,000.00	$65,000.00
55	**2" Street Light Conduit**	L.F.	183	30.00	5,490.00	8.50	1,555.50	$20.00	$3,660.00	$24.00	$4,392.00	$18.50	$3,385.50	$20.00	$3,660.00	$30.75	$5,627.25	$21.00	$3,843.00
56	**2" pVC Power Conduit**	L.F.	92	30.00	2,760.00	8.50	782.00	$20.00	$1,840.00	$24.00	$2,208.00	$18.50	$1,702.00	$20.00	$1,840.00	$30.75	$2,829.00	$21.00	$1,932.00
57	**4" PVC Power Conduit**	L.F.	96	34.00	3,264.00	10.00	960.00	$22.00	$2,112.00	$27.00	$2,592.00	$19.00	$1,824.00	$24.00	$2,304.00	$49.25	$4,728.00	$21.00	$2,016.00
58	**2" PVC Gas Conduit**	L.F.	494	30.00	14,820.00	8.50	4,199.00	$19.00	$9,386.00	$24.00	$11,856.00	$18.50	$9,139.00	$20.00	$9,880.00	$26.90	$13,288.60	$21.00	$10,374.00
59	**4" PVC Gas Conduit**	L.F.	42	34.00	1,428.00	10.00	420.00	$32.00	$1,344.00	$27.00	$1,134.00	$19.00	$798.00	$20.00	$840.00	$29.85	$1,253.70	$21.00	$882.00
60	**8" PVC Gas Conduit**	L.F.	140	38.00	5,320.00	21.00	2,940.00	$24.50	$3,430.00	$30.00	$4,200.00	$40.00	$5,600.00	$30.00	$4,200.00	$31.20	$4,368.00	$45.00	$6,300.00
61	**Street Striping**	L.S.	1	4500.00	4,500.00	7,635.00	7,635.00	$4,000.00	$4,000.00	$3,540.00	$3,540.00	$6,300.00	$6,300.00	$4,000.00	$4,000.00	$4,141.00	$4,141.00	$5,000.00	$5,000.00
62	**Building Demolition**	L.S.	1	10000.00	10,000.00	13,035.00	13,035.00	$32,900.00	$32,900.00	$9,700.00	$9,700.00	$29,000.00	$29,000.00	$15,000.00	$15,000.00	$21,850.00	$21,850.00	$6,000.00	$6,000.00
63	**Construction Entrance**	L.S.	1	8000.00	8,000.00	2,500.00	2,500.00	$2,620.00	$2,620.00	$1,500.00	$1,500.00	$8,000.00	$8,000.00	$1,500.00	$1,500.00	$3,024.00	$3,024.00	$2,500.00	$2,500.00
64	**Contrete Washout Pit**	L.S.	1	5000.00	5,000.00	1,000.00	1,000.00	$1,520.00	$1,520.00	$500.00	$500.00	$4,000.00	$4,000.00	$1,500.00	$1,500.00	$2,923.00	$2,923.00	$1,000.00	$1,000.00
			Total Street and Storm		**889,255.00**		**832,789.41**		**$895,307.50**		**$934,401.00**		**$969,637.68**		**$990,335.50**		**$1,257,079.60**		**$1,728,957.00**
	Water Main																		
Item No.	Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
65	**Connect to Existing Main**	Each	2	1000.00	2,000.00	$147.00	$294.00	$2,700.00	$5,400.00	$1,430.00	$2,860.00	$450.00	$900.00	$2,000.00	$4,000.00	$3,398.00	$6,796.00	$600.00	$1,200.00
66	**6' PVC Restraint**	L.F.	321	45.00	14,445.00	$30.15	$9,678.15	$33.50	$10,753.50	$30.00	$9,630.00	$29.00	$9,309.00	$48.00	$15,408.00	$47.20	$15,151.20	$30.00	$9,630.00
67	**8"PVC**	L.F.	352	46.00	16,192.00	$24.45	$8,606.40	$30.00	$10,560.00	$32.50	$11,440.00	$30.00	$10,560.00	$54.00	$19,008.00	$52.15	$18,356.80	$31.00	$10,912.00
68	**8" PVC Restraint**	L.F.	687	52.00	35,724.00	$43.05	$29,575.35	$39.00	$26,793.00	$40.00	$27,480.00	$44.10	$30,296.70	$56.00	$38,472.00	$61.10	$41,975.70	$42.00	$28,854.00
69	**12" PVC**	L.F.	821	70.00	57,470.00	$41.05	$33,702.05	$43.00	$35,303.00	$42.00	$34,482.00	$37.27	$30,598.67	$68.00	$55,828.00	$54.90	$45,072.90	$40.00	$32,840.00
70	**12" PVC Restraint**	L.F.	311	78.00	24,258.00	$83.50	$25,968.50	$64.00	$19,904.00	$62.00	$19,282.00	$65.92	$20,501.12	$87.00	$27,057.00	$77.70	$24,164.70	$60.00	$18,660.00
71	**8"x6" Reducer**	Each	1	450.00	450.00	$357.00	$357.00	$145.00	$145.00	$700.00	$700.00	$210.00	$210.00	$700.00	$700.00	$547.00	$547.00	$300.00	$300.00
72	**8"x8"x8" Tee**	Each	2	800.00	1,600.00	$674.00	$1,348.00	$320.00	$640.00	$900.00	$1,800.00	$442.75	$885.50	$850.00	$1,700.00	$900.00	$1,800.00	$500.00	$1,000.00
73	**8"x12"x12" Tee**	Each	2	1000.00	2,000.00	$1,004.00	$2,008.00	$405.00	$810.00	$1,250.00	$2,500.00	$660.00	$1,320.00	$1,540.00	$3,080.00	$1,271.00	$2,542.00	$750.00	$1,500.00
74	**12" on 18" Tapping Sleeve**	Each	1	8000.00	8,000.00	$6,922.00	$6,922.00	$8,975.00	$8,975.00	$6,550.00	$6,550.00	$5,750.00	$5,750.00	$5,600.00	$5,600.00	$6,360.00	$6,360.00	$6,300.00	$6,300.00
75	**Standard Fire Hydrant Assembly**	Each	4	5200.00	20,800.00	$7,022.00	$28,088.00	$4,500.00	$18,000.00	$5,125.00	$20,500.00	$4,285.00	$17,140.00	$5,500.00	$22,000.00	$5,216.00	$20,864.00	$5,500.00	$22,000.00
76	**End of Line on Cul-De-Sac**	Each	1	5400.00	5,400.00	$5,968.00	$5,968.00	$3,965.00	$3,965.00	$3,825.00	$3,825.00	$3,950.00	$3,950.00	$4,800.00	$4,800.00	$5,203.00	$5,203.00	$4,500.00	$4,500.00
77	**6" Fate Valve**	Each	1	1200.00	1,200.00	$1,445.00	$1,445.00	$970.00	$970.00	$1,225.00	$1,225.00	$1,020.00	$1,020.00	$1,500.00	$1,500.00	$1,366.00	$1,366.00	$1,200.00	$1,200.00
78	**8" Gate Valve**	Each	6	1800.00	10,800.00	$2,150.00	$12,900.00	$1,330.00	$7,980.00	$1,620.00	$9,720.00	$1,350.00	$8,100.00	$2,200.00	$13,200.00	$1,863.00	$11,178.00	$1,500.00	$9,000.00
79	**12" Gate Valve**	Each	4	2400.00	9,600.00	$4,049.00	$16,196.00	$2,220.00	$8,880.00	$2,740.00	$10,960.00	$2,275.00	$9,100.00	$3,200.00	$12,800.00	$2,942.00	$11,768.00	$2,500.00	$10,000.00
80	**6" Bend**	Each	6	450.00	2,700.00	$327.00	$1,962.00	$145.00	$870.00	$600.00	$3,600.00	$250.00	$1,500.00	$650.00	$3,900.00	$534.00	$3,204.00	$300.00	$1,800.00
81	**8" Bend (22 1/2 and 45 degrees)**	Each	4	550.00	2,200.00	$421.00	$1,684.00	$180.00	$720.00	$630.00	$2,520.00	$310.00	$1,240.00	$750.00	$3,000.00	$706.00	$2,824.00	$400.00	$1,600.00
82	**12" Bend**	Each	2	650.00	1,300.00	$770.00	$1,540.00	$350.00	$700.00	$820.00	$1,640.00	$570.00	$1,140.00	$850.00	$1,700.00	$965.00	$1,930.00	$650.00	$1,300.00
83	**12" Bdead End Line Assembly**	Each	1	5500.00	5,500.00	$5,968.00	$5,968.00	$3,965.00	$3,965.00	$4,360.00	$4,360.00	$5,200.00	$5,200.00	$5,200.00	$5,200.00	$5,668.00	$5,668.00	$5,700.00	$5,700.00
84	**8" Dead End Line Assembly**	Each	2	4500.00	9,000.00	$5,968.00	$11,936.00	$3,965.00	$7,930.00	$4,375.00	$8,750.00	$4,165.00	$8,330.00	$4,800.00	$9,600.00	$5,472.00	$10,944.00	$4,600.00	$9,200.00
			Total Water Mains		**230,639.00**		**$206,146.45**		$173,263.50		$183,824.00		**$167,050.99**		$248,553.00		**$237,715.30**		$177,496.00
	Miscellaneous																		
Item No.	Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
85	**Power Pedestal Install and Conduit**	L.S.	1	100780.00	100,780.00	$117,153.00	$117,153.00	$58,870.00	$58,870.00	$52,500.00	$52,500.00	$47,150.00	$47,150.00	$52,800.00	$52,800.00	$61,533.00	$61,533.00	$135,000.00	$135,000.00
86	**Street Lights**	L.S.	1	45000.00	45,000.00	$46,767.00	$46,767.00	$55,315.00	$55,315.00	$50,400.00	$50,400.00	$49,000.00	$49,000.00	$55,000.00	$55,000.00	$59,072.00	$59,072.00	$58,000.00	$58,000.00
87	**Traffic Control**	L.S.	1	3500.00	3,500.00	$1,582.00	$1,582.00	$2,300.00	$2,300.00	$15,550.00	$15,550.00	$6,200.00	$6,200.00	$9,000.00	$9,000.00	$2,400.00	$2,400.00	$65,000.00	$65,000.00
88	**Force Account**				40,000.00		$40,000.00		$40,000.00		$40,000.00		$40,000.00		$40,000.00		$40,000.00		$40,000.00
		Total Miscellaneous			**189,280.00**		**$205,502.00**		**$156,485.00**		**$158,450.00**		**$142,350.00**		**$156,800.00**		**$163,005.00**		**$298,000.00**
		Total Sanitary Sewer			**790,930.00**		**$485,090.85**		**$806,780.00**		**$787,746.00**		**$1,039,080.08**		**$960,047.00**		**$1,197,688.50**		**$976,620.00**
		Total Street and Storm			**889,255.00**		**$832,789.41**		**$895,307.50**		**$934,401.00**		**$969,637.68**		**$990,335.50**		**$1,257,079.60**		**$1,728,957.00**
		Total Water Mains			**230,639.00**		**$206,146.45**		**$173,263.50**		**$183,824.00**		**$167,050.99**		**$248,553.00**		**$237,715.30**		**$177,496.00**
		Total			**2,100,104.00**		**$1,729,528.71**		**$2,031,836.00**		**$2,064,421.00**		**$2,318,118.75**		**$2,355,735.50**		**$2,855,488.40**		**$3,181,073.00**

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Gary Fleming to the Parks & Recreation Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Gary Fleming to the Parks & Recreation Advisory Committee with a term expiring March 2023.

Background/Description of Item:

The Parks & Recreation Advisory Committee currently has three vacancies. The interview committee recommends appointing Gary Fleming to serve on the Parks & Recreation Advisory Committee for a term expiring in March 2023.

Suggested Motion:

Appoint Gary Fleming to serve on the Parks & Recreation Advisory Committee with a term expiring March 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Joe Neneman to the Parks & Recreation Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Joe Neneman to the Parks & Recreation Advisory Committee with a term expiring March 2023.

Background/Description of Item:

The Parks & Recreation Advisory Committee currently has three vacancies. The interview committee recommends appointing Joe Neneman to serve on the Parks & Recreation Advisory Committee for a term expiring in March 2023.

Suggested Motion:

Appoint Joe Neneman to serve on the Parks & Recreation Advisory Committee with a term expiring March 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 7

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider the appointment of Steve Blue to the Parks & Recreation Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Steve Blue to the Parks & Recreation Advisory Committee with a term expiring March 2023.

Background/Description of Item:

The Parks & Recreation Advisory Committee currently has three vacancies. The interview committee recommends appointing Steve Blue to serve on the Parks & Recreation Advisory Committee for a term expiring in March 2023.

Suggested Motion:

Appoint Steve Blue to serve on the Parks & Recreation Advisory Committee with a term expiring March 2023.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to appoint City of Gardner representatives to the Kansas Municipal Energy Agency Board of Directors

Strategic Priority: Asset Management
Fiscal Stewardship

Department: Utilities - Electric

Board/Committee Recommendation:
On February 6, 2020, the Utility Advisory Commission approved a recommendation to the City Council to appoint Matt Ponzer as Director #1, reappointing Gonz Garcia as Director #2, and appointing Bruce Baldwin as Alternate Director with voting rights on the Kansas Municipal Energy Agency Board of Directors.

Staff Recommendation:
Staff recommends appointing Matt Ponzer as Director #1, reappointing Gonz Garcia as Director #2, and appointing Bruce Baldwin as Alternate Director with voting rights on the Kansas Municipal Energy Agency Board of Directors.

Background/Description of Item:
The City of Gardner is a member of the Kansas Municipal Energy Agency (KMEA). In accordance with Section 5.1 of KMEA's Bylaws (attached), each KMEA Member City shall have two (2) Directors and an Alternate on its Board of Directors. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement. Each Director will serve for two (2) years; however, terms are staggered in order to maintain continuity on the Board of Directors.

The following persons were previously appointed to represent the City of Gardner on the Kansas Municipal Energy Agency Board of Directors:

1. Director #1: Vacant (formerly Andrew Krievins), expiring April 30, 2021
2. Director #2: Gonzalo Garcia, expiring on April 30, 2020
3. Alternate: Vacant (formerly Clint Barney), expiring on April 30, 2020

There are two meetings per year and they are generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities (KMU) annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

Staff and the UAC recommend the following appointments:

1. Appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021.

2. Reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022.
3. Appoint Bruce Baldwin as Alternate Director, expiring April 30, 2022.

All appointments will have voting rights on the KMEA Board of Directors.

Attachments:

- February 6, 2020, UAC Staff Report
- February 6, 2020, UAC Draft Meeting Minutes Excerpt
- KMEA By-Laws
- Certificate of Appointment for Director #1
- Certificate of Appointment for Director #2
- Certificate of Appointment for Alternate Director

Financial Impact:
Travel expenses to attend board meetings would be paid from the Electric fund.

Suggested Motion:
Appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021, reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022, appoint Bruce Baldwin as Alternate Director, expiring April 30, 2022, with all appointments having voting rights on the KMEA Board of Directors

UTILITY ADVISORY COMMISSION STAFF REPORT **NEW BUSINESS ITEM #1**
MEETING DATE: **FEBRUARY 6, 2020**
STAFF CONTACT: **GONZALO GARCIA, UTILITIES DIRECTOR**

AGENDA ITEM: Consider appointment of City of Gardner representatives as Director #1, Director #2 and Alternate Director with voting rights to the Kansas Municipal Energy Agency (KMEA) Board of Directors

---

Background:

The City of Gardner is a member of KMEA. In accordance with Section 5.1 of KMEA's Bylaws (see attached), each KMEA member City shall have two (2) Directors and an Alternate on its Board of Directors. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement. Each Director will serve for two (2) years; however, terms are staggered in order to maintain continuity on the Board of Directors.

Currently, the following persons have been appointed to represent the City of Gardner on the Kansas Municipal Energy Agency Board of Directors:

1. Director #1: Vacant (formerly Andrew Krievins), expiring April 30, 2021
2. Director #2: Gonzalo Garcia, expiring on April 30, 2020
3. Alternate: Vacant (formerly Clint Barney), expiring on April 30, 2020

There are two meetings per year and they are generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

Staff Recommendation:

Approve the following recommendations to the City Council:

1. Appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021.
2. Reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022.
3. Appoint Bruce Baldwin as Alternate Director, expiring April 30, 2022.

All with voting rights on the Kansas Municipal Energy Agency Board of Directors.

Attachments:

- KMEA By-Laws

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2019-24
February 6, 2020

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on February 6, 2020, at City Hall. Present were Chairman Gary Williams, Commissioner Barbara Coleman, Commissioner Andrew Taylor, Commissioner Bryce Augustine, Utilities Department Director Gonzalo Garcia, and Administrative Assistant Erin Groh. Vice Chairman Kristina Harrison was not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairman Gary Williams.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the January 2, 2020, meeting of the Utility Advisory Commission.**

   Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

   Motion carried 4-0 Aye

2. **Consider adoption of the 2020 Utilities Advisory Commission Meeting Schedule.**

   The upcoming meeting dates approved by the Utilities Advisory Commission are as follows:

   March 5, April 2, May 7, June 4, July 2, August 6, September 3, October 1, November 5, December 3.

   Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

   Motion carried 4-0 Aye

OLD BUSINESS

NEW BUSINESS

1. **Consider appointment of City of Gardner representatives as Director #1, Director #2, and Alternate Director with voting rights to the Kansas Municipal Energy Agency (KMEA) Board of Directors.**

   Director Gonz Garcia presented the staff report.

   Director Garcia discussed how currently the KMEA representatives from the City of Gardner who have been appointed to represent the City on the Kansas Municipal Energy Board of Directors have terms that will be expiring soon. In accordance with Section 5.1 of KMEA's Bylaws, each KMEA member city shall have two Directors and an Alternate on its Board of Directors. Director Garcia selected Matt Ponzer, current Electrical Engineer on staff to be Director #1, to reappoint himself as Director #2 and selected Bruce Baldwin, current Electric Distribution Manager to be the Alternate.

DRAFT

Motion by Commissioner Coleman, seconded by Commissioner Taylor to forward a recommendation to the City Council to approve the following recommendations to the City Council:

1. Appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021.
2. Reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022.
3. Appoint Bruce Baldwin as Alternate Director, expiring April 30, 2022.

Motion carried 4-0 Aye

2. Consider a recommendation to the City Council for the implementation of the Public Inflow & Infiltration Improvements work for Basin 1 of the Inflow & Infiltration Project, Project No. WW1706.

Director Gonz Garcia presented the staff report.

Director Garcia discussed how the Inflow & Infiltration program in Gardner provides prioritization, procedures, schedules and planning for maintaining and rehabilitating the existing sanitary storm sewer system throughout the community. Of the public properties in Gardner, Director Garcia stated that Basin 1 is considered the most urgent of areas to be studied. The public I&I program consists of 1. Manhole Rehabilitation, 2. Cured-In-Place-Pipe, 3. Point Repairs and 4. Routine maintenance. Director Garcia stated that it is possible that 80% of the I&I issues determined as Priority 1 will be resolved once fixed.

Motion by Commissioner Bryce Augustine, seconded by Commissioner Coleman to forward a recommendation to the City Council to fund Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Private Inflow & Infiltration work for Drainage Basin 1 as part of the Inflow & Infiltration Project, Project No. WW1706.

Motion carried 4-0 Aye

DISCUSSION ITEMS

1. 2019 4th Quarter Electric Outage Report.

Director Garcia presented the Electric Outage report for the 4th Quarter of 2019. Electric staff responded to 22 outages affecting 415 customers: 5 caused by equipment failures, 1 caused by a tree, 6 caused by animals, 3 caused by damage by others, 2 caused by unknown reasons, and 5 caused by other reasons. The average workday response time was 15 minutes and the average workday length of outage was 50 minutes. The average after-hours response time was 40 minutes and the average after-hours length of outage was 1 hour and 1 minute. The overall average response time was 31 minutes and the overall average length of outage was 56 minutes.

2. 2019 4th Quarter Wastewater Collection Repairs Report.

Director Garcia presented the Wastewater Collection report for the 4th Quarter of 2019. Line maintenance staff completed 1 sanitary sewer line repair affecting 1 customer, which was due to Line Failure. The outage was during after-hours and the response time was 30 minutes and the repair time was 7 hours.

3. 2019 4th Quarter Water Distribution Repairs Report.

Director Garcia presented the Water Distribution Repairs Report for the 4th Quarter of 2019. Line maintenance staff completed 8 water distribution service repairs affecting 61 customers: 1 due to valve failures, 3 due to hardware failures, 2 due to main line failures, 1 due to

EXCERPT OF BYLAWS OF KANSAS MUNICPAL ENERGY AGENCY
ARTICLE V
BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as "Director-1" and "Director-2".

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. **Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement.** Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this ***Article V***.

Section 5.2. Voting Powers. Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in ***Article XII*** hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under ***Section 5.5*** of these Bylaws.

Section 5.7. Alternates. Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member's behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.

CERTIFICATE – DIRECTOR-1 (UNEXPIRED TERM)

KANSAS MUNICIPAL ENERGY AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to fill an **unexpired term** on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.6 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Gardner, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 2nd day of March, 2020; and

Name:	Matt Ponzer	Title:	Elecric Generation Substation Manager		
Address:	1150 E Santa Fe Street				
City:	Gardner	State:	KS	Zip Code:	66030
Office Phone:	(913) 856-0993	Cell Phone:	(816) 210-1255	Fax:	
Email Address:	mponzer@gardnerkansas.gov				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to fill an unexpired term on the KMEA Board of Directors; the term to begin immediately upon execution of this Certificate and end on April 30, 2021.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, _____.

_____

City Clerk

Gardner, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

CERTIFICATE – DIRECTOR-2

KANSAS MUNICIPAL ENERGY AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Gardner, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 2nd day of March, 2020; and

Name:	Gonzalo Garcia	Title:	Utilities Director		
Address:	1150 E Santa Fe Street				
City:	Gardner	State:	KS	Zip Code:	66030
Office Phone:	(913) 856-0990	Cell Phone:	(913) 230-6930	Fax:	
Email Address:	ggarcia@gardnerkansas.gov				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning **May 1, 2020**.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this _____ day of _____, _____.

_____
City Clerk

Gardner, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

CERTIFICATE – ALTERNATE

KANSAS MUNICIPAL ENERGY AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.7 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Gardner, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 2nd day of March, 2020; and

Name:	Bruce Baldwin	Title:	Electric Distribution Manager		
Address:	1450 E Santa Fe Street				
City:	Gardner	State:	KS	Zip Code:	66030
Office Phone:	(913) 856-0985	Cell Phone:	(913) 207-6026	Fax:	
Email Address:	bbaldwin@gardnerkansas.gov				

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for the term indicated below:

- [x] Term expiring April 30, 2022
- [ ] Permanent

The above appointed Alternate **is** [x] **is not** [ ] (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate given this _____ day of _____, _____.

_____
City Clerk

Gardner, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 2

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to implement Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration Program

Strategic Priority: Increase Infrastructure and Asset Management
Fiscal Stewardship

Department: Utilities - Wastewater

Committee Recommendation:
On January 2, 2020, the UAC approved a recommendation for the implementation of the Public Inflow & Infiltration work for Drainage Basin 1 as part of Inflow & Infiltration Project, CIP No. WW1706.

Staff Recommendation:
Staff recommends authorizing the implementation of the Public Inflow & Infiltration work for Drainage Basin 1 as part of the I&I Project.

Background/Description of Item:
The 2017 Wastewater Master Plan made recommendations for the City of Gardner to adopt and implement an I&I program. In 2018, Trekk Design Group, LLC was selected via the RFQ process that included six firms submitting proposals for the Inflow & Infiltration (I&I) program. Trekk has performed flow monitoring, flow calculations and reviewed proposed CIP projects from the 2017 Wastewater Master Plan in 13 drainage basins throughout the City. The information collected has been reviewed and prioritized. Drainage Basin 1 was determined to have the highest I&I and was selected as a “pilot” program.

The I&I program provides prioritization, procedures, schedules, and planning for maintaining and rehabilitation of the existing sanitary storm sewer system throughout the community. This program will improve the efficiency of operation and maintenance provided to the community by the Utility Department.

On January 21st, City Council approved the UAC recommendation to implement the Private I&I Program, which will cost-effectively remove significant sources of I&I on private property that contributes to the excessive wet weather flow into the sanitary sewer system.

The next step in the process is to perform improvements within the Drainage Basin 1 on the publicly owned sanitary sewer system. The testing was performed in July of 2019 and included smoke testing and review of all CCTV videos covering the first phase of the pilot program collected by City crews and reviewed by Trekk. The public I&I program consists of:

1. Manhole Rehabilitation:
    a. Replacement of Frames & Covers

    b. Raise Manholes
    c. Removal of Flap Gates
    d. Manhole Lining (Epoxy/Cementitious)
    e. Bench/Invert Rehabs/Replacements
    f. Seal any other defects
2. CIPP (Cured-In-Place-Pipe)
3. Point Repairs
4. Routine Maintenance

Trekk has performed an evaluation of these items, rating them as Priority 1 & 2 based on the testing and inspections performed on the Public Infrastructure for Sanitary Sewer Main Lines and Manhole Rehabilitation.

<u>Sanitary Sewer Main Lines:</u>
Priority 1: Rehab Cost is Estimated at $238,371
Priority 2: Rehab Cost is Estimated at $190,130

<u>Manhole Rehabilitation:</u>
Priority 1: Rehab Costs is Estimated at $70,656
Priority 2: Rehab Costs is Estimated at $22,094

It is anticipated that the findings from Drainage Basin 1 will be used to project future budget amounts for the I&I program.

Financial Impact:
This project is part of the CIP and funds are available in the Wastewater Budget.

Attachments:
- February 6, 2020, UAC Staff Report
- February 6, 2020, UAC Meeting minutes excerpt
- City Council Meeting Minutes 1/21/20 excerpt
- Trekk Prioritization Spreadsheets: Manhole Rehabilitations and Public Sanitary Sewer lines.

Suggested Motion:
Authorize the implementation of Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration work for Drainage Basin 1 as part of Inflow & Infiltration Project, Project No. WW1706.

UTILITY ADVISORY COMMISSION STAFF REPORT NEW BUSINESS ITEM #2
MEETING DATE: FEBRUARY 6, 2020
STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

AGENDA ITEM: Consider a recommendation to the City Council for the implementation of the Public Inflow & Infiltration Improvements work for Basin 1 of the Inflow & Infiltration Project, Project No. WW1706

Background:

In 2018, Trekk Design Group, LLC was selected via the RFQ process that included 6 firms submitting proposals for the Inflow & Infiltration (I&I) program. The 2017 Wastewater Master Plan made recommendations for the City of Gardner to adopt and implement an I&I program. Trekk has performed flow monitoring, flow calculations and reviewed proposed CIP projects from the 2017 Wastewater Master Plan in 13 drainage basins throughout the City. This information collected has been reviewed and prioritized. Drainage Basin 1 was determined to have the highest I&I and was selected as a "pilot" program.

The I&I program provides prioritization, procedures, schedules, and planning for maintaining and rehabilitation of the existing sanitary storm sewer system throughout the community. This program will improve the efficiency of operation and maintenance provided to the community by the Utility Department.

On January 2nd a presentation was given on the Private I&I costs and recommendation for starting those improvements. The UAC recommended moving forward with the Private I&I Program in which the goal is to cost-effectively remove significant sources of I&I on private property that are contributing to the excessive wet weather flow to the sanitary sewer system.

The next step in the process is to perform improvements within the Drainage Basin 1 on the publicly owned sanitary sewer system. The testing performed in July of 2019, which included smoke testing, and review of all CCTV videos covering the first phase of the pilot program were collected by City crews and reviewed by Trekk. The public I&I program consists of:

1. Manhole Rehabilitation:
    a. Replacement of Frames & Covers
    b. Raise Manholes
    c. Removal of Flap Gates
    d. Manhole Lining (Epoxy/Cementitious)
    e. Bench/Invert Rehabs/Replacements
    f. Seal any other defects
2. CIPP (Cured-In-Place-Pipe)
3. Point Repairs

4. Routine Maintenance

Trekk has performed an evaluation of these items rating these item as Priority 1 & 2 based on the testing and inspections performed on the Public Infrastructure for Sanitary Sewer Main Lines and Manhole Rehabilitation.

Sanitary Sewer Main Lines:
Priority 1: Rehab Cost is Estimated at $238,371
Priority 2: Rehab Cost is Estimated at $190,130

Manhole Rehabilitation:
Priority 1: Rehab Costs is Estimated at $70,656
Priority 2: Rehab Costs is Estimated at $22,094

It is anticipated that the findings from Drainage Basin 1 will be used to project future budget amounts for the I&I program.

Staff and Committee Recommendation:

Approve a recommendation to the City Council to fund Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Public Inflow & Infiltration work for Drainage Basin 1 as part of Inflow & Infiltration Project, Project No. WW1706.

Attachments:

A. Trekk Prioritization Spreadsheets: Manhole Rehabilitations and Public Sanitary Sewer lines.

RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS
Page No. 2019-24
February 6, 2020

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on February 6, 2020, at City Hall. Present were Chairman Gary Williams, Commissioner Barbara Coleman, Commissioner Andrew Taylor, Commissioner Bryce Augustine, Utilities Department Director Gonzalo Garcia, and Administrative Assistant Erin Groh. Vice Chairman Kristina Harrison was not in attendance.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairman Gary Williams.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

CONSENT AGENDA

1. **Standing approval of the minutes as written for the January 2, 2020, meeting of the Utility Advisory Commission.**

   Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

   Motion carried 4-0 Aye

2. **Consider adoption of the 2020 Utilities Advisory Commission Meeting Schedule.**

   The upcoming meeting dates approved by the Utilities Advisory Commission are as follows:

   March 5, April 2, May 7, June 4, July 2, August 6, September 3, October 1, November 5, December 3.

   Motion by Commissioner Coleman, seconded by Commissioner Augustine, to approve the Consent Agenda.

   Motion carried 4-0 Aye

OLD BUSINESS

NEW BUSINESS

1. **Consider appointment of City of Gardner representatives as Director #1, Director #2, and Alternate Director with voting rights to the Kansas Municipal Energy Agency (KMEA) Board of Directors.**

   Director Gonz Garcia presented the staff report.

   Director Garcia discussed how currently the KMEA representatives from the City of Gardner who have been appointed to represent the City on the Kansas Municipal Energy Board of Directors have terms that will be expiring soon. In accordance with Section 5.1 of KMEA's Bylaws, each KMEA member city shall have two Directors and an Alternate on its Board of Directors. Director Garcia selected Matt Ponzer, current Electrical Engineer on staff to be Director #1, to reappoint himself as Director #2 and selected Bruce Baldwin, current Electric Distribution Manager to be the Alternate.

DRAFT

Motion by Commissioner Coleman, seconded by Commissioner Taylor to forward a recommendation to the City Council to approve the following recommendations to the City Council:

1. Appoint Matt Ponzer as Director #1 to fill vacancy, expiring April 30, 2021.
2. Reappoint Gonzalo Garcia as Director #2, expiring April 30, 2022.
3. Appoint Bruce Baldwin as Alternate Director, expiring April 30, 2022.

Motion carried 4-0 Aye

2. Consider a recommendation to the City Council for the implementation of the Public Inflow & Infiltration Improvements work for Basin 1 of the Inflow & Infiltration Project, Project No. WW1706.

Director Gonz Garcia presented the staff report.

Director Garcia discussed how the Inflow & Infiltration program in Gardner provides prioritization, procedures, schedules and planning for maintaining and rehabilitating the existing sanitary storm sewer system throughout the community. Of the public properties in Gardner, Director Garcia stated that Basin 1 is considered the most urgent of areas to be studied. The public I&I program consists of 1. Manhole Rehabilitation, 2. Cured-In-Place-Pipe, 3. Point Repairs and 4. Routine maintenance. Director Garcia stated that it is possible that 80% of the I&I issues determined as Priority 1 will be resolved once fixed.

Motion by Commissioner Bryce Augustine, seconded by Commissioner Coleman to forward a recommendation to the City Council to fund Public Sanitary Sewer and Manhole Rehabilitation Improvements for the Private Inflow & Infiltration work for Drainage Basin 1 as part of the Inflow & Infiltration Project, Project No. WW1706.

Motion carried 4-0 Aye

DISCUSSION ITEMS

1. 2019 4th Quarter Electric Outage Report.

Director Garcia presented the Electric Outage report for the 4th Quarter of 2019. Electric staff responded to 22 outages affecting 415 customers: 5 caused by equipment failures, 1 caused by a tree, 6 caused by animals, 3 caused by damage by others, 2 caused by unknown reasons, and 5 caused by other reasons. The average workday response time was 15 minutes and the average workday length of outage was 50 minutes. The average after-hours response time was 40 minutes and the average after-hours length of outage was 1 hour and 1 minute. The overall average response time was 31 minutes and the overall average length of outage was 56 minutes.

2. 2019 4th Quarter Wastewater Collection Repairs Report.

Director Garcia presented the Wastewater Collection report for the 4th Quarter of 2019. Line maintenance staff completed 1 sanitary sewer line repair affecting 1 customer, which was due to Line Failure. The outage was during after-hours and the response time was 30 minutes and the repair time was 7 hours.

3. 2019 4th Quarter Water Distribution Repairs Report.

Director Garcia presented the Water Distribution Repairs Report for the 4th Quarter of 2019. Line maintenance staff completed 8 water distribution service repairs affecting 61 customers: 1 due to valve failures, 3 due to hardware failures, 2 due to main line failures, 1 due to

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

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

PRELIMINARY MANHOLE REHABILITATION SCHEDULE FOR CITY OF GARDNER, KANSAS

REHAB CODE DESCRIPTIONS

A - REPLACE FRAME / COVER / FRAME SEAL
B - REPLACE FRAME SEAL / EXTERNAL WRAP / RE-ALIGN
C - CEMENTITIOUS WALL LINER
D - EPOXY WALL LINING
E - BENCH / INVERT REHAB OR REPLACE
F - PIPE SEAL REHAB
G - REMOVE FLAP GATE
H - ALTERNATIVE OPTION TO REPLACE COVER ONLY
I - EXPOXY LINE BOTTOM PORTION OF MANHOLE
J - CEMENTITIOUS LINING OF BOTTOM PORTION OF MANHOLE
K - SEAL PRECAST JOINTS AND LIFT HOLES
L - RAISE MANHOLE

Manhole Number	Current Inspection Status	Smoke Results	Address	Location Description	Dia (in)	Depth (ft)	Grade (ft)	Grade Detail	A	B	C	Cementitious Depth (ft)	D	Epoxy Depth (ft)	E	F	G	H	I	Bottom Epoxy Liner Depth (ft)	J	Bottom Cementitious Depth (ft)	K	L	Priority	Paved / Unpaved	Rehab. $/MH	Add. Re-Surface / Fence	Total Rehab $/MH	Floodplain	Comments
15NE01	Inspection Complete			In grass/woods	48	12.5	1.62	Above grade																	3	Unpaved	$0		$0	Yes	Surface Roughness
15NE02	Inspection Complete			In grass/woods	60	14.3	1.5	Above grade															1		1	Unpaved	$300		$300	Yes	Corroded Frame, Surface Roughness, Fine Roots
15NE03	Inspection Complete			In grass/woods	60	14.8	1.66	Above grade															1		1	Unpaved	$300		$300	Yes	Corroded Frame, Surface Roughness
15NE04	Inspection Complete			In grass/woods	60	17.4	1.84	Above grade															1		1	Unpaved	$300		$300	Yes	Surface Aggregate Visible
15NE05	Inspection Complete			In grass/woods	60	19.4	2.12	Above grade															1		1	Unpaved	$300		$300	Yes	Corroded Frame, Surface Aggregate Visible, Leaking Pipe Seal
15NE06	Inspection Complete			In grass/woods	60	15.3	1.86	Above grade															1		1	Unpaved	$300		$300	Yes	Surface Aggregate Visible
15NE07	Inspection Complete			In grass/woods	60	17.9	2.26	Above grade															1		1	Unpaved	$300		$300	Yes	Surface Aggregate Visible
15SE01	Inspection Complete			In grass/woods	60	13.7	1.3	Above grade					1	13.7											1	Unpaved	$4,110		$4,110	Yes	Corroded Frame, Surface Aggregate Visible, Leaking Pipe Seal
15SE02	Inspection Complete			In grass/woods	60	18.6	1.44	Above grade					1	18.6											1	Unpaved	$5,580		$5,580	Yes	Corroded Frame, Surface Roughness, Leaking Pipe Seal
15SE03	Inspection Complete			In grass/woods	60	14.2	1.3	Above grade		1															1	Unpaved	$0		$0	Yes	
15SE04	Inspection Complete			In grass/woods	60	15.3	2.04	Above grade		1															1	Unpaved	$0		$0	Yes	
15SE05	Inspection Complete			In grass/woods	72	10.9	1.62	Above grade		1															1	Unpaved	$0		$0	Yes	
15SE06	Inspection Complete			In grass/woods	60	12.5	2.7	Above grade		1															1	Unpaved	$0		$0	Yes	
15SE07	Inspection Complete			In grass/woods	60	13.8	1.54	Above grade		1															1	Unpaved	$0		$0	Yes	
15SE08	Inspection Complete			In grass/woods	60	11.6	0.76	Above grade		1															1	Unpaved	$0		$0	Yes	
23SE01	Inspection Complete		312 West Main Street	In street	48	12.6	0	At grade	1		1	12.6													1	Paved	$1,575	$1,500	$3,075	No	Weepers in Frame. Wall and Cone.
23SE02	Inspection Complete		312 West Main Street	In grass next to street	48	14.0	0	At grade													1	6			1	Unpaved	$750		$750	No	Wall weepers
23SE03	Inspection Complete		104 N Walnut St	In grass next to street	48	15.8	0	At grade											1	9					1	Unpaved	$2,700		$2,700	No	Multiple wall weepers
23SE04	Inspection Complete		102 N Walnut St	In street	48	17.7	0	At grade																	3	Paved	$0		$0	No	Cover oversized
23SE05	Inspection Complete		110 N Walnut St	In street	48	17.6	0	At grade																	3	Paved	$0		$0	No	
23SE06	Inspection Complete		207 W Shawnee St	In grass backyard	48	22.5	0.3	Above grade					1	22.5											1	Unpaved	$6,750		$6,750	No	Lined. Lining is cracked with significant roots
23SE07	Inspection Complete		149 W Shawnee St	In grass backyard	48	16.9	0	At grade	1									1	1	8					1	Unpaved	$2,400		$2,400	No	Lined and vented cover. Lining is cracked with roots
23SE08	Inspection Complete		116 West Main Street	In grass backyard	48	18.1	0.12	Above grade													1	8			1	Unpaved	$1,000		$1,000	No	Weepers in Wall, Defective Pipe Seal
23SE09	Inspection Complete		149 W Shawnee St	In grass backyard	48	8.0	0	At grade			1	8													2	Unpaved	$1,000		$1,000	No	Fracture in wall lining
23SE10	Inspection Complete		129 N Oak St	In street	48	5.2	0	At grade																	3	Paved	$0		$0	No	
23SE11	Inspection Complete		158 W Washington St	In street	48	2.5	-0.12	Below Grade			1	2.5													2	Paved	$313		$313	No	
23SE12	Inspection Complete		216 W Washington St	In street	48	4.0	0	At grade																	3	Paved	$0		$0	No	
23SE12C	Could Not Locate		216 W Washington St																								$0		$0	No	
23SE13	Inspection Complete		221 W Washington St	In grass backyard	48	5.5	-0.5	Below Grade																1	2	Unpaved	$1,000		$1,000	No	
23SE13C	Could Not Locate		221 W Washington St																								$0		$0	No	
23SE14	Inspection Complete		131 North Center Street	In grass next to street	48	7.6	-0.12	Below Grade	1							1		1							1	Unpaved	$400	$1,000	$1,400	No	Vented Cover, Defective Pipe Seal
23SE15	Inspection Complete		131 North Ott Lane	In grass	48	9.6	0	At grade	1									1			1	4			1	Unpaved	$500		$500	No	Vented cover, Weepers in wall, Bench fracture, Bad Pipe Seal
23SE16	Inspection Complete		133 North Ott Lane	In grass backyard	48	7.8	0.52	Above grade		1	1	7.8													1	Unpaved	$975		$975	No	Vented cover, Frame offset, Weepers in wall
23SE17	Inspection Complete		138 West Washington Street	In grass next to street	48	4.2	0	At grade	1									1							1	Unpaved	$0	$1,000	$1,000	No	Vented Cover, Cone Crack
23SE17C	Buried and Marked		138 West Washington Street	In street																						Paved	$0		$0	No	
23SE18	Inspection Complete		142 West Shawnee Street	In grass backyard	48	3.5	0.2	Above grade								1									1	Unpaved	$400		$400	No	Vented Cover, Defective Pipe Seal
23SE19	Inspection Complete		204 N Walnut St	In grass next to street	48	13.9	0	At grade													1	4			1	Unpaved	$500		$500	No	Fracture in wall lining, vented cover
23SE20	Inspection Complete		226 N Walnut St	In grass next to street	48	11.8	0	At grade	1																1	Unpaved	$0		$0	No	Vented cover
23SE21	Inspection Complete		238 N Walnut St	In grass next to street	48	8.0	0	At grade	1									1							1	Unpaved	$0		$0	No	Vented cover
23SE22	Inspection Complete		237 North Pine Street	In grass next to street	48	4.4	0	At grade	1									1							1	Unpaved	$0		$0	No	Vented cover
23SE23	Inspection Complete		225 North Pine Street	In grass next to street	48	7.1	0	At grade	1									1							1	Unpaved	$0	$1,000	$1,000	No	Fracture in wall lining, Pipe seal defective, Bench/Invert Defective, Vented cover
23SE24	Inspection Complete		213 North Pine Street	In grass next to street	48	6.9	0.2	Above grade			1	6.9													1	Unpaved	$863		$863	No	Fracture in wall lining, Pipe seal defective, vented cover
23SE25	Inspection Complete		117 N Pine St	In the grass	48	6.2	-0.12	Below Grade																	3	Unpaved	$0		$0	No	
23SE26	Inspection Complete		131 N Pine St	In grass backyard	48	7.1	0	At grade			1	7.1					1								2	Unpaved	$988		$988	No	Fracture wall, Flap gate
23SE27	Inspection Complete		115 Circle Drive	In grass backyard/easement	48	6.7	0	At grade															1		2	Unpaved	$300		$300	No	
23SE28	Inspection Complete		115 Circle Drive	In grass backyard	48	6.5	0	At grade															1		1	Unpaved	$300		$300	No	
23SE29	Inspection Complete		130 North Pine Street	In grass backyard	48	6.9	0	At grade															1		1	Unpaved	$300		$300	No	
23SE30	Inspection Complete		122 Circle Drive	In grass next to street	48	6.1	0	At grade																	3	Unpaved	$0		$0	No	
23SE30C	Cleanout		124 Circle Drive	In grass																						Unpaved	$0		$0	No	
23SE30C1	Cleanout		322 West Main Street	In grass																						Unpaved	$0		$0	No	
24SW55	Inspection Complete		131 North Center Street	In street	48	7.7	0	At grade																	3	Paved	$0		$0	No	Grease Deposits in Channel
24SW56	Inspection Complete		117 East Washington Street	In grass	48	3.7	0	At grade			1	3.7													2	Unpaved	$463		$463	No	Brick MH, Hole in Bench
24SW57	Inspection Complete		125 East Washington Street	In parking lot	48	8.1	0	At grade			1	8.1													1	Paved	$1,013		$1,013	No	Brick MH, Mortar Missing in Chimney, Wall Infil - Runner & Weeper, Surface Spalling, Hole in Bench, Mortar Missing in Pipe Seal
24SW58	Inspection Complete		218 East Shawnee Street	In street	48	5.0	0	At grade			1	5													1	Paved	$625		$625	No	Brick MH, Chimney missing mortar, Wall weeper, Hole in Bench, Pipe seal missing mortar
24SW59	Inspection Complete		200 East Shawnee Street	In street	48	7.5	0	At grade																	3	Paved	$0		$0	No	Brick MH, Adjustment Ring Leaking, Pipe Seal Missing Mortar
24SW60	Inspection Complete		233 East Shawnee Street	In street	48	6.0	0	At grade			1	6													2	Paved	$750		$750	No	Adjustment ring leaking, Brick MH, Pipe seal defective
24SW61	Inspection Complete		233 East Shawnee Street	In concrete alley	48	6.0	-0.16	Below Grade	1																1	Paved	$0	$1,500	$1,500	No	Brick MH, Weeper @ Frame Seal
24SW61C	Inspection Complete		111 North Elm Street	In gravel alley	48	6.2	0	At grade			1	6.2					1								1	Unpaved	$875		$875	No	Wall-Weeper, Flap gate
24SW62	Inspection Complete		202 East Washington Street	In concrete sidewalk	48	4.3	0	At grade			1	4.3													1	Paved	$538		$538	No	Brick MH, Wall-Weeper, Pipe Seal Missing Mortar (3x)
24SW63	Inspection Complete		210 North Center Street	In street	48	4.6	0	At grade			1	4.6													2	Paved	$575		$575	No	Adjustment Ring Leaking
24SW63C	Cleanout		226 North Center Street	In street																						Paved	$0		$0	No	Cleanout that has been paved over. Confirmed by City
24SW64	Inspection Complete		111 North Center Street	In street	48	11.2	0	At grade	1																1	Paved	$0	$1,500	$1,500	No	Weeper-Frame Seal, Defective Pipe Seal (2x)
24SW65	Inspection Complete		111 North Center Street	In gravel parking lot	48	7.9	0	At grade																	3	Unpaved	$0		$0	No	Brick MH
24SW66	Inspection Complete		120 East Main Street	In asphalt alley	48	6.1	0	At grade			1	6.6													1	Paved	$825		$825	No	Brick MH, Vented Cover. Weeper-Wall
24SW67	Inspection Complete		202 East Main Street	In asphalt alley	48	11.2	0	At grade			1	11.2					1								1	Paved	$1,500		$1,500	No	Liner failing, Weeper, Flap gate

PRELIMINARY MANHOLE REHABILITATION SCHEDULE FOR CITY OF GARDNER, KANSAS

REHAB CODE DESCRIPTIONS

A - REPLACE FRAME / COVER / FRAME SEAL
B - REPLACE FRAME SEAL / EXTERNAL WRAP / RE-ALIGN
C - CEMENTITIOUS WALL LINER
D - EPOXY WALL LINING
E - BENCH / INVERT REHAB OR REPLACE
F - PIPE SEAL REHAB
G - REMOVE FLAP GATE
H - ALTERNATIVE OPTION TO REPLACE COVER ONLY
I - EXPOXY LINE BOTTOM PORTION OF MANHOLE
J - CEMENTITIOUS LINING OF BOTTOM PORTION OF MANHOLE
K - SEAL PRECAST JOINTS AND LIFT HOLES
L - RAISE MANHOLE

Manhole Number	Current Inspection Status	Smoke Results	Address	Location Description	Dia (in)	Depth (ft)	Grade (ft)	Grade Detail	A	B	C	Cementitious Depth (ft)	D	Epoxy Depth (ft)	E	F	G	H	I	Bottom Epoxy Liner Depth (ft)	J	Bottom Cementitious Depth (ft)	K	L	Priority	Paved / Unpaved	Rehab. $/MH	Add. Re-Surface / Fence	Total Rehab $/MH	Floodplain	Comments
25NW14	Inspection Complete		106 S Center St	In street	48	7.5	0	At grade	1									1							1	Paved	$0	$1,500	$1,500	No	Brick MH, Undersized Cover, Cracked Frame-Weeper, Deposits
25NW15	Inspection Complete		122 East Warren Street	In street	48	10.1	-0.16	Below Grade											1	4					1	Paved	$1,200		$1,200	No	Weepers in Wall, Defective Pipe Seal
25NW16	Inspection Complete		202 South Center Street	In street	48	8.2	0	At grade																	3	Paved	$0		$0	No	Adjustment ring leaking
25NW17	Buried and Marked		123 East Warren Street	In street																						Paved	$0		$0	No	
25NW18	Inspection Complete		141 East Warren Street	In street	48	6.9	0	At grade	1		1	6.9													2	Paved	$863	$1,500	$2,363	No	Brick MH, Offset Seal Condition
25NW19	Inspection Complete		221 East Warren Street	In street	48	3.7	0	At grade	1																2	Paved	$0	$1,500	$1,500	No	Brick MH, Cracked Adjustment Ring, Flap Gate Pipe
25NW20	Inspection Complete		136 East Warren Street	In gravel alley	48	11.2	-0.25	Below Grade																	3	Unpaved	$0		$0	No	Brick MH
25NW21	Inspection Complete		206 East Warren Street	In gravel alley	48	9.5	0	At grade																	3	Unpaved	$0		$0	No	Brick MH
25NW22	Inspection Complete		140 South Sycamore Street	In gravel alley	48	7.2	0	At grade																	3	Unpaved	$0		$0	No	Flap gate
25NW23	Inspection Complete		128 East Park Street	In gravel alley	48	7.3	-0.16	Below Grade			1	7.3													2	Unpaved	$913		$913	No	Brick MH, Cracked Frame Seal, Defective Pipe Seal
25NW24	Inspection Complete		107 South Elm Street	In concrete alley	48	8.4	0	At grade			1	8.4			1										1	Paved	$1,900		$1,900	No	Brick MH, Loose Frame Seal, Hole in Bench, Defective Pipe Seal
25NW25	Inspection Complete		234 East Park Street	In asphalt alley	48	6.0	0	At grade			1	6													2	Paved	$750		$750	No	Brick MH, Chimney stains, Defective pipe seals
26NE02	Inspection Complete		318 Meadowbrook Circle	In grass	48	9.8	0	At grade																	3	Unpaved	$0		$0	No	
26NE03	Inspection Complete		216 Meadowbrook Circle	In grass next to street	48	12.7	0	At grade			1	12.7													1	Unpaved	$1,588		$1,588	No	Brick MH, Roots-Wall, Pipe Seal-Roots-2x
26NE04	Inspection Complete		309 West Warren Street	In grass next to street	48	16.1	0	At grade																	3	Unpaved	$0		$0	No	Fracture in wall lining, Deposits on bench, Pipe seal defective
26NE05	Inspection Complete	Medium	120 Meadowbrook Drive	In grass backyard	48	13.8	0	At grade			1	13.8													1	Unpaved	$1,725		$1,725	No	Brick MH, Chimney Weeper, Cone Fine Roots/Mortar Missing, Wall Fine Roots/Staining
26NE06	Inspection Complete		226 Meadowbrook Circle	In grass next to street	48	4.5	0	At grade																	3	Unpaved	$0		$0	No	
26NE07	Inspection Complete		210 Meadowbrook Circle	In grass next to street	48	6.1	0	At grade																	3	Unpaved	$0		$0	No	
26NE08	Inspection Complete		208 Meadowbrook Circle	In grass next to street	48	7.7	0	At grade			1	7.7													1	Unpaved	$963		$963	No	Brick MH, Weeper-Wall
26NE09	Inspection Complete		321 West Warren Street	In asphalt driveway	48	12.9	-0.18	Below Grade																	3	Paved	$0		$0	No	
26NE10	Inspection Complete		345 West Warren Street	In grass next to street	48	6.3	0	At grade																	3	Unpaved	$0		$0	No	
26NE11	Inspection Complete		123 Meadowbrook Drive	In grass next to asphalt driveway	48	9.7	0.3	Above grade													1	4			1	Paved	$500		$500	No	Wall lining failing, Pipe seal defective
26NE12	Inspection Complete		109 Meadowbrook Drive	In grass front yard	48	9.4	-0.12	Below Grade			1	9.4													2	Unpaved	$1,175		$1,175	No	
26NE13	Inspection Complete		123 South Poplar Street	In grass backyard	48	6.5	0	At grade			1	6.5													1	Unpaved	$813		$813	No	Weeper in cone, Pipe seal defective
26NE14	Inspection Complete		339 West Main Street	In grass backyard	48	8.0	0	At grade			1	8													1	Unpaved	$1,000		$1,000	No	Brick MH, Wall leaking, Pipe seal defective
26NE15	Inspection Complete		251 West Warren Street	In grass next to street	48	7.8	0	At grade			1	7.8													2	Unpaved	$975		$975	No	Fracture in wall
26NE16	Inspection Complete		249 West Park Street	In grass next to street	48	6.5	0.3	Above grade							1										2	Unpaved	$850		$850	No	Brick MH, Defective Pipe Seal
26NE17	Inspection Complete		112 South Pine Street	In concrete alley approach	48	4.8	0	At grade			1	4.8													2	Paved	$600		$600	No	Brick MH
26NE18	Inspection Complete		112 South Oak Street	In gravel alley	48	9.9	0	At grade													1	4			2	Unpaved	$500		$500	No	Fracture on Wall
26NE19	Inspection Complete		112 South Oak Street	In gravel alley	48	8.5	-0.12	Below Grade																	3	Unpaved	$0		$0	No	Flap gate
26NE20	Inspection Complete		214 West Warren Street	In grass backyard	48	8.2	0	At grade							1										2	Unpaved	$850		$850	No	Brick MH, Hole in Channel, Fracture in Bench, Defective Pipe Seals
26NE21	Inspection Complete		134 South Oak Street	In grass	48	7.9	0	At grade			1	7.9													1	Unpaved	$988		$988	No	Brick MH, Roots in Chimney & Wall, Defective Pipe Seal
26NE22	Inspection Complete		131 West Park Street	In gravel alley	48	6.1	0	At grade																	3	Unpaved	$0		$0	No	Flap gate
26NE23	Inspection Complete		235 West Warren Street	In concrete driveway	48	8.5	0	At grade	1		1	8.5						1							1	Paved	$1,063	$1,500	$2,563	No	Undersized Cover, Hole in Chimney, Fracture in wall, Defective Pipe Seals (2x)
26NE24	Inspection Complete		215 West Warren Street	In grass next to street	48	7.6	0	At grade																	3	Unpaved	$0		$0	No	Fracture in liner - Cone
26NE25	Inspection Complete		153 West Warren Street	In grass at back of curb	48	8.6	0	At grade			1	8.6													1	Unpaved	$1,075		$1,075	No	Fractures in cementitious liner (3x)
26NE26	Inspection Complete	Light	135 West Warren Street	In grass next to street	48	9.2	0	At grade			1	9.2					1								1	Unpaved	$1,250		$1,250	No	Flap Gate
26NE27	Inspection Complete		115 West Warren Street	In grass/curb/driveway	48	7.0	0	At grade																	3	Both	$0		$0	No	Half in grass, half in driveway
26NE28	Inspection Complete		135 West Warren Street	In grass/curb	48	7.6	0	At grade																	3	Both	$0		$0	No	Flap gate
26NE29	Inspection Complete		131 West Park Street	In dirt/gravel alley	48	7.7	0	At grade																	3	Unpaved	$0		$0	No	
26NE30	Inspection Complete		131 West Park Street	In dirt/gravel alley	48	7.4	0	At grade																	3	Unpaved	$0		$0	No	Flap gate
26NE31	Inspection Complete		116 West Park Street	In gravel alley	48	11.2	0	At grade	1		1	11.2													2	Unpaved	$1,400	$500	$1,900	No	Brick MH, Missing Brick
26NE32	Inspection Complete		131 West Park Street	In gravel alley	48	11.6	-0.32	Below Grade			1	11.6													2	Unpaved	$1,450		$1,450	No	Brick MH, Roots Fine in Chimney
26NE33	Inspection Complete		158 West Park Street	In gravel alley	48	9.2	-0.2	Below Grade									1				1	4			1	Unpaved	$600		$600	No	Flap gate, Wall Weepers (3x)
								Total	16	7	33		3		3	2	5	9	3		7		9								

Priority 1 Sub-Total	$50,940	$10,500	$61,440
Contingency (15%)	$7,641	$1,575	$9,216
Priority 1 Total	$58,581	$12,075	$70,656
Priority 2 Sub-Total	$15,713	$3,500	$19,213
Contingency (15%)	$2,357	$525	$2,882
Priority 2 Total	$18,069	$4,025	$22,094
Sub-Total	$66,653	$14,000	$80,653
Contingency (15%)	$9,998	$2,100	$12,098
Total	$76,650	$16,100	$92,750

Priority
1 Active I/I and / or multiple structural defects
2 Needs Rehabilitation but no Immediate Structural Concerns
3 Routine Maintenance

Gardner, Kansas
Recommended Line Rehabilitation
January 30, 2020

TELEVISED DIRECTION	CITY US MANHOLE	CITY DS MANHOLE	CCTV	DATE TELEVISED	STREET	TV PIPE LENGTH	GIS PIPE LENGTH	CCTV DIA	PIPE MATERIAL	REVIEWER	COMPLETE INSPECTION	ACTIVE I/I	RECOMMENDATION	PRIORITY	POINT REPAIR COST	REPLACE COST	NON-TYPICAL REPAIR COST	RE-CLEAN & CCTV	CLEANOUT /RISER COST	CIPP COST	TOTAL COST	# Service Connections	Defective Service Connections	Confidence Level Video is Correct (L/M/H)	Why Confidence Level is Not High	COMMENTS
Downstream	23SE09	23SE07	City	3/18/2019	149 W Shawnee St	61.6	63.8	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 1,595	$ 1,595	1	1	H		Roots in joints, roots in lateral, pipe material changes to PVC @ 50'. Video comes up a couple feet short, but can see MH.
Downstream	23SE10	23SE09	City	1/4/2019	129 N Oak Ter	247.4	244.6	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	1	1	H		Lined, Sag, Camera underwater @235'. There is a 2nd video with this label that appears to be a line just North of the project area.
Downstream	23SE109	23SE108	City	1/7/2019	271 W McKinley	354.9	352.4	8	PVC	JLH	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	8	0	H		pipe looks good
Downstream	23SE11	23SE10	City	1/7/2019	158 W Washington	125.7	125.8	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	1	-	M	2 videos but appear to be different lines. This video matches length of segment	Lined. 2 videos same label but different lines (2nd one 97.8')
Downstream	23SE12	23SE11	City	12/11/2018	216 W Washington	400.5	397.8	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	4	0	H		Lined. Roots in lateral (121.1)
–	23SE12C	23SE12	City	No Video	216 W Washington St	–	24.9	8	VCP	-	-	-	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		23SE12C not found, Not Televised
Downstream	23SE13	23SE10	City	3/11/2019	216 W Shawnee St	405.6	395.7	8	VCP	BRM	Yes	Yes	Point Repair @ 67.2' from 23SE13 & CIPP	1	$ 10,000	$ -	$ -	$ -	$ -	$ 10,140	$ 20,140	8	4	H		Collapsed Pipe @ 67.2, cracks and roots in joints
–	23SE13C	23SE13	City	No Video	221 W Washington St	–	45.9	8	VCP	-	-	-	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		23SE13C not found, Not Televised
–	23SE14	24SW55	City	No Video	134 N Center St	–	53.4	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video
Downstream	23SE15	23SE14	City	3/11/2019	134 N Center St	22.1	331.1	8	VCP	BRM	No	No	Point Repair @ 22.1' from 23SE15 & Re-televise entire segment	1	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000	3	2	M		Tap Break-in @22.1. Lateral pipe sticks into main far enough to stop camera from traversing
Upstream	23SE16	23SE15	City	3/11/2019	131 N Ott	108.1	110.8	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 2,771	$ 2,771	3	2	H		Roots in Joints, Large Offset @110.8' (real close to MH)
Downstream	23SE17	23SE16	City	1/8/2019	138 W Shawnee	35.3	238.3	8	VCP	BRM	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0		M		Roots at Joiints, Need reverse Setup or Cleaned
–	23SE17C	23SE17	City	No Video	138 W Washington St	–	36.9	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -		–	–	–		No Video
Downstream	23SE18	23SE17	City	1/8/2019	134 W Shawnee St	141.2	144.8	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 3,620	$ 3,620	2	1	H		Roots in Joints, Offset
Downstream & Upstream	23SE19	23SE05	City	12/5/2018	112 N Walnut	405.8	411.1	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 10,278	$ 10,278	2	1	H		Cracks, Offsets, Sags, Roots
Downstream	23SE20	23SE19	City	11/30/2018	226 N Walnut	202.4	331.5	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 8,287	$ 8,287	7	3	M		Roots, Roots in Lateral, Offset Joint w roots @ 56.5, Fractures. Missing 130' of video
Downstream	23SE21	23SE20	City	11/30/2018	238 N Walnut	232.7	231.7	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 5,792	$ 5,792	8	6	H		Cracks, Lots of roots in joints
Upstream	23SE22	23SE21	City	11/30/2018	242 W Jefferson St	266.5	273.6	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,840	$ 6,840	3	2	L	Only a PDF report for this segment and no video	based on PDF report there is roots in some joints
Downstream	23SE23	23SE22	City	11/29/2018	225 N Pine St	239.5	231.6	8	VCP	JLH	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 5,988	$ 5,988	3	2	H		Roots in joints and an offset
Downstream	23SE24	23SE23	City	11/29/2018	-	225.6	224.6	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 5,640	$ 5,640	4	3	H		Roots in Joints, Cracks, Broken Pipe @ 3 & 83.4, Offset @ 101.9, Sags
Downstream	23SE25	23SE03	City	3/19/2019	117 N Pine St	195.3	194.0	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 4,883	$ 4,883	4	2	H		Cracks, Roots in Joints, Roots in laterals,
Downstream	23SE26	23SE25	City	3/19/2019	131 N Pine St	256.7	264.4	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 6,611	$ 6,611	12	7	H		Tap Break-in/Roots @ 12.9' @52.9' @62.5' @109.4' @150.6' @208.9', broken pipe @17', Roots in Joints, Cracks
Downstream	23SE27	23SE02	City	3/22/2019	115 N Circle Dr	60.0	194.6	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 4,865	$ 4,865	3	2	H		Roots in joints, Cracks, Tap Break-in/Roots @10.2' @56.9'. Missing large chunk of video footage. Mat'l change @6.4 from PVC to VCP
Downstream	23SE28	23SE27	City	3/20/2019	117 N Circle Dr	78.1	85.8	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 2,146	$ 2,146	1	1	H		Cracks, Tap Break-in @28.7', Roots in Joints, Missing about 10' of video footage, Offset @73.6'
Downstream	23SE29	23SE28	City	Left Blank on CCTV Video	130 N Pine St	112.5	178.6	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 4,466	$ 4,466	4	2	H		Mat'l change from PVC to VCP @ 7'. Roots in joints. Tap Break-in/Roots @59.2' @111.8', Hole @112.5'. Missing video footage
Downstream	23SE30	23SE28	City	3/20/2019	122 N Circle Dr	174.8	182.0	8	VCP	BRM	No	Yes	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 4,550	$ 4,550	0	0	H	Direction of Video appears wrong	Cracks, Roots in Joints, Broken Pipe/Roots @ 169.7'. Matl change to PVC @ 174.5. About 5' short of a complete video
Upstream	23SE30C	23SE30	City	3/20/2019	122 N Circle Dr	105.8	101.8	8	VCP	BRM	Yes	No	CIPP & Riser Installed	2	$ -	$ -	$ -	$ -	$ 4,000	$ 2,645	$ 6,645	2	2	H		Cracks, Roots, 23SE30C is a lamphole/cleanout
Upstream	23SE30C1	23SE30	City	3/20/2019	122 N Circle Dr	96.4	99.8	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	3	0	H		Gasket hanging in joint, 23SE30C1 is a lamphole or cleanout
-	24SW55	24SW64	City	No Video	120 E Main St	–	340.0	10	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video
Downstream	24SW56	24SW55	City	Left Blank on CCTV Video	Vacant Lot	251.6	256.0	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,400	$ 6,400	10	4	H		Cracks, Roots in Joints
Downstream	24SW57	24SW56	City	5/17/2019	138 E Shawnee St	249.6	250.0	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	10	2	H		Roots in Joints
-	24SW58	24SW57	City	No Video	138 E Shawnee St	209.0	209.0	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video
Upstream	24SW59	24SW58	City	5/15/2019	N Elm St	163.6	166.6	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	1	1	H		Camera underwater in spots
Downstream	24SW60	24SW59	City	5/15/2019	233 E Shawnee St	484.2	489.0	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	8	3	H		Camera Underwater @484.2'
Downstream	24SW61	24SW60	City	5/14/2019	230 E Main St	159.2	160.0	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	H		Pipe was half full of water in spots
Downstream	24SW61C	24SW61	City	5/10/2019	210 E Main St	273.6	360.0	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 9,000	$ 9,000	13	3	M		Roots in Joints, Need Reverse Setup or cleaning.
Downstream	24SW62	24SW57	City	5/15/2019	127 E Washington	61.2	200.0	8	VCP	BRM	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2	1	M		Roots in Joints, Cracks, Hole, Large Offset @60', Mat'l change from 43.1-59.6', Need Reverse Setup
Upstream	24SW63	24SW55	City	3/14/2019	131 S Center St	45.3	200.0	8	VCP	BRM	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	L		Offset joint @3 maybe
Downstream	24SW63	24SW63C	City	5/17/2019	N Center St	47.1	150.0	8	VCP	JLH	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	1	0	M		Only 47' was televised
-	24SW65	24SW64	City	No Video	120 E Main St	50.0	53.4	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video

TREKK DESIGN GROUP, LLC

Priority
1 Active I/I and / or multiple structural defects
2 Needs Rehabilitation but no Immediate Structural Concerns
3 Routine Maintenance

TELEVISED DIRECTION	CITY US MANHOLE	CITY DS MANHOLE	CCTV	DATE TELEVISED	STREET	TV PIPE LENGTH	GIS PIPE LENGTH	CCTV DIA	PIPE MATERIAL	REVIEWER	COMPLETE INSPECTION	ACTIVE I/I	RECOMMENDATION	PRIORITY	POINT REPAIR COST	REPLACE COST	NON-TYPICAL REPAIR COST	RE-CLEAN & CCTV	CLEANOUT /RISER COST	CIPP COST	TOTAL COST	# Service Connections	Defective Service Connections	Confidence Level Video is Correct (L/M/H)	Why Confidence Level is Not High	COMMENTS
Downstream	24SW66	24SW65	City	5/10/2019	104 E Main St	356.6	370.0	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 1,335	$ 1,335	13	2	M		Cracks and Roots in Joints
-	24SW67	24SW66	City	No Video	137 E Shawnee St	300.0	300.0	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video
Downstream	25NW15	25NW14	City	5/14/2019	S Center St	318.9	327.5	10	VCP	BRM	No	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	H		Fine Roots in a few joints. 10' short of a complete footage.
Downstream	25NW16	25NW15	City	5/14/2019	S Center St & Warren St	187.7	189.0	10	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	H		Root in a Joint
Downstream	25NW17	25NW16	City	5/3/2019	123 E Warren St	309.2	306.8	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 7,730	$ 7,730	4	3	H		Roots in joints
Downstream	25NW18	25NW17	City	5/3/2019	141 E Warren St	312.8	319.2	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 7,980	$ 7,980	6	2	H		Cracks, Roots in joints
Downstream	25NW19	25NW18	City	4/29/2019	221 E Warren St	430.8	419.1	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 10,770	$ 10,770	4	0	H		Cracks, Roots in joints
Downstream	25NW20	25NW15	City	5/8/2019	127 E Park St	403.7	399.7	8	VCP	BRM	Yes	Yes	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 10,093	$ 10,093	8	5	H		Roots in Joints, Active I&I @189', Video jumps back 33' @25:27
Downstream	25NW21	25NW20	City	5/6/2019	206 E Park St	428.6	425.0	8	VCP	JLH	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,663	$ 6,663	16	8	M		Roots in a few joints and some cracks
Downstream	25NW22	25NW21	City	5/3/2019	235 E Park St	325.4	323.4	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 8,135	$ 8,135	15	10	H		Roots in Joints, Cracks, Fractures, Large offset @235.6'
Downstream	25NW23	25NW14	City	5/9/2019	127 E Main St	428.9	409.9	8	VCP	JLH	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	10	2	M		Couple minor cracks
Downstream	25NW24	25NW23	City	5/9/2019	204 E Park St	54.7	409.0	8	VCP	BRM	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	6	4	M		Cracks, Roots in Joints, Hole @54.7', Large Offset @54.7', Need reverse setup
Downstream	25NW25	25NW24	City	5/8/2019	234 E Park St	419.1	409.2	8	VCP	BRM	Yes	No	Point Repair @ 376.2' from 25NW25 & CIPP	1	$ 10,000	$ -	$ -	$ -	$ -	$ 10,478	$ 20,478	16	8	H		Roots in Joints, Fractures, Cracks, Point Repair @376.2'
Downstream	26NE06	26NE02	City	4/11/2019	226 S Meadowbrook Cir	311.7	360.6	8	VCP	JLH	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 9,015	$ 9,015	5	2	M		Light roots in some joints
Downstream	26NE07	26NE06	City	4/11/2019	208 S Meadowbrook Cir	266.4	264.6	8	VCP	JLH	Yes	Yes	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 6,615	$ 6,615	6	3	H		Cracks and roots in joints. Active infiltration in one joint with roots
Downstream	26NE08	26NE03	City	4/23/2019	208 S Meadowbrook Cir	117.5	122.0	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 3,049	$ 3,049	2	1	H		Cracks and a few roots in joints
Downstream	26NE09	26NE04	City	4/11/2019	321 W Warren St	125.8	137.6	8	VCP	BRM	No	No	Point Repair @125.8' from 26NE09	1	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 10,000	1	0	H		Large Offset @ 125.8'
Downstream	26NE10	26NE09	City	4/1/2019	345 S Meadowbrook Cir	299.2	303.3	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 7,583	$ 7,583	3	1	H		155.8' - Fractures. Cracks
Downstream	26NE11	26NE09	City	4/1/2019	119 S Meadowbrook Dr	385.7	379.8	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 9,643	$ 9,643	8	2	H		135.7' - Roots Fine, minor cracks
Downstream	26NE12	26NE11	City	4/1/2019	103 S Pine St	220.2	224.7	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	4	2	H		Pipe is in good condition
Downstream	26NE13	26NE11	City	3/25/2019	343 S Poplar	194.2	193.9	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 4,855	$ 4,855	0	0	H		crack at 116' rest of the pipe looks good
Downstream	26NE14	26NE13	City	3/23/2019	343 S Poplar	140.9	140.1	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 3,523	$ 3,523	0	0	H		Broken Pipe @ 138.4', rest of pipe looks good
Downstream	26NE15	26NE04	City	4/11/2019	251 W Warren St	183.7	200.5	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 5,013	$ 5,013	2	1	H		Heavy Roots in Joints, Inspection ended at Point Repair
Downstream	26NE16	26NE15	City	4/9/2019	137 S Pine St	189.5	198.8	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 9,000	$ 9,000	0	0	H		Roots in Joints
Downstream	26NE17	26NE16	City	4/9/2019	117 N Pine St	296.0	326.0	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ 5,000	1	1	H		Roots in joints, Fractures
Downstream	26NE18	26NE17	City	4/4/2019	230 W Park St	372.2	369.8	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 1,133	$ 1,133	9	8	H		Cracks, Roots in Joints, Fractures, Very foggy , Camera underwater
Downstream	26NE19	26NE18	City	4/4/2019	112 S Oak St	11.9	383.2	8	VCP	BRM	No	Yes	Point Repair @ 12' from 26NE19 and Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	H		Something in Joint causing it to separate and infiltration gusher at joint (@12')
-	26NE20	26NE16	City	No Video	239 W Park St	380.0	380.0	8	VCP	–	–	–	–	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	–	–	–		No Video
Downstream	26NE21	26NE20	City	4/5/2019	134 S Oak St	303.5	379.4	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 1,336	$ 1,336	6	1	H		Cracks, Roots in Joints
Upstream & Downstream	26NE22	26NE21	City	4/5/2019	134 S Oak St	378.6	379.9	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 9,250	$ 9,250	8	2	H		Roots in Joints, Cracks, Fracture, Mat'l change @237.4 (PVC)
Downstream	26NE23	26NE15	City	4/3/2019	235 W Warren St	297.7	299.7	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ 7,500	3	1	H		Cracks, Roots in Joints
Downstream	26NE24	26NE23	City	4/3/2019	215 W Warren St	311.4	309.6	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 8,787	$ 8,787	4	3	H		Cracks, Roots in Joints
Downstream	26NE25	26NE24	City	4/3/2019	153 W Warren St	287.9	289.7	8	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 7,198	$ 7,198	3	1	H		Roots in Joints, Cracks, Point Repair 253.5
Upstream	26NE26	26NE25	City	4/3/2019	153 W Warren St	243.5	250.6	8	VCP	BRM	No	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,265	$ 6,265	2	1	H		Surface Damage, Can see MH but 5' short of complete insp
Downstream	26NE27	25NW16	City	4/26/2019	115 W Warren St	278.6	271.7	8	VCP	BRM	Yes	No	No repairs needed	3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2	0	M	Video is Mislabeled as MH25NW15	Fractures at joint
Downstream	26NE28	26NE27	City	4/26/2019	135 W Warren St	328.9	323.3	8	VCP	BRM	Yes	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 8,223	$ 8,223	7	3	H		Roots in joints, Cracks. 2 Videos - One is mislabeled 26NE27-26NE26. Didn't pan at laterals
Downstream	26NE29	25NW15	City	4/26/2019	126 W Warren St	226.5	399.9	8	VCP	BRM	No	No	CIPP	1	$ -	$ -	$ -	$ -	$ -	$ 9,998	$ 9,998	8	4	H		Roots in Joints, Cracks, Lateral protrudes @236.5, Need reverse setup
Upstream & Downstream	26NE30	26NE29	City	4/26/2019	126 W Warren St	192.7	198.9	8	VCP	BRM	Yes	No	Point Repair @ 96' from 26NE30 & CIPP	1	$ 10,000	$ -	$ -	$ -	$ -	$ 4,973	$ 14,973	4	2	H		Roots in Joints, collasped pipe @96' at lateral connection
Downstream	26NE31	25NW14	City	4/29/2019	120 W Park St	311.9	310.0	10	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 7,750	$ 7,750	7	1	M	Video is Mislabled as MH24NW14	Roots in Joints, Camera underwater at end of inspection.
Downstream	26NE32	26NE31	City	4/29/2019	138 W Park St	0.8	310.0	10	VCP	BRM	No	No	Re-televise to get entire segment	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0	0	M		Roots in Joint. Only traversed .8'
Downstream	26NE33	26NE32	City	4/29/2019	150 W Park St	278.8	270.0	10	VCP	BRM	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,970	$ 6,970	6	0	H		Roots in Joints

Priority
1 Active I/I and / or multiple structural defects
2 Needs Rehabilitation but no Immediate Structural Concerns
3 Routine Maintenance

Gardner, Kansas
Recommended Line Rehabilitation
January 30, 2020

TELEVISED DIRECTION	CITY US MANHOLE	CITY DS MANHOLE	CCTV	DATE TELEVISED	STREET	TV PIPE LENGTH	GIS PIPE LENGTH	CCTV DIA	PIPE MATERIAL	REVIEWER	COMPLETE INSPECTION	ACTIVE I/I	RECOMMENDATION	PRIORITY	POINT REPAIR COST	REPLACE COST	NON-TYPICAL REPAIR COST	RE-CLEAN & CCTV	CLEANOUT /RISER COST	CIPP COST	TOTAL COST	# Service Connections	Defective Service Connections	Confidence Level Video is Correct (L/M/H)	Why Confidence Level is Not High	COMMENTS
Upstream & Downstream	26NW27	26NE10	City	4/1/2019	345 S Meadowbrook Cir	249.5	248.3	8	VCP	JLH	Yes	No	CIPP	2	$ -	$ -	$ -	$ -	$ -	$ 6,238	$ 6,238	0	0	M	Video is Mislabeled as 26NW31	Few cracks and roots in joints
																					Total	331	142			
													Priority 1 Sub-Total		$ 50,000	$ -	$ -	$ -	$ -	$ 157,279	$ 207,279					
													Contingency (15%)		$ 7,500	$ -	$ -	$ -	$ -	$ 23,592	$ 31,092					
													Priority 1 Total		$ 57,500	$ -	$ -	$ -	$ -	$ 180,871	$ 238,371					
													Priority 2 Sub-Total		$ -	$ -	$ -	$ -	$ 4,000	$ 161,331	$ 165,331					
													Contingency (15%)		$ -	$ -	$ -	$ -	$ 600	$ 24,200	$ 24,800					
													Priority 2 Total		$ -	$ -	$ -	$ -	$ 4,600	$ 185,530	$ 190,130					
													Sub-Total		$ 50,000	$ -	$ -	$ -	$ 4,000	$ 318,610	$ 372,610					
													Contingency (15%)		$ 7,500	$ -	$ -	$ -	$ 600	$ 47,791	$ 55,891					
													Total		**$ 57,500**	**$ -**	**$ -**	**$ -**	**$ 4,600**	**$ 366,401**	**$ 428,501**					

COUNCIL ACTION FORM — OLD BUSINESS ITEM NO. 1

MEETING DATE: MARCH 2, 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 — NEW BUSINESS ITEM NO. 1

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: AMY NASTA, SR. MANAGEMENT ANALYST

Agenda Item: Consider approval of the 2020 State Legislative Agenda

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

Department: Administration

Staff Recommendation:
Staff recommends approving the 2020 State Legislative Agenda for the City of Gardner.

Background/Description of Item:

The purpose of the State Legislative Agenda is to provide City Council and staff a list of legislative topics that are of particular interest to follow for the City. By outlining the agenda, both Council and staff will be prepared to respond to legislators and professional organizations regarding the impact proposed legislation has on the City of Gardner. By participating in this process, the City is pursuing legislative policies that seek to enhance the efficiency and effectiveness of local government operations for Gardner.

The City's legislative agenda incorporates the joint City/County platform to assert our common positions to all of our state legislatures. The County is requesting this practice continue and hosted a meeting with area managers.

Gardner's 2020 legislative platform includes the following new joint City/County items:

- Support repeal of property tax lid legislation
- Support local control for decisions related to the Kansas Open Records Act
- Support local officials freely participating in the legislative process
- Support current laws for use of eminent domain for utilities and public infrastructure improvements
- Support repeal of 2016 legislation granting automatic cell tower placement
- Support sales tax reductions on food and pharmaceuticals
- Support expansions of current property tax relief programs for low income seniors
- Support state investments in information technology to enhance data sharing
- Support policies improving broadband development and access
- Support changes to legislation regarding the publication of required notices
- Support the development and implementation of cost-effective, scientifically based environmental plans
- Support fully funding the State Water Plan

Gardner's 2020 legislative platform includes the following joint City/County items previously included in the 2019 Legislative Agenda:

- Support the preservation of pass-through revenue
- Oppose the imposition of mandated responsibilities from the State without full funding
- Support stable revenue sources and oppose the application of further exemptions to the ad valorem property tax base
- Support the exemption of local governments and public construction projects from sales tax
- Support the collection of compensating use tax on remote sales
- Support the State fully funding its portion of employer contributions to the Kansas Public Employees Retirement System (KPERS)
- Support the development of a comprehensive economic development plan for the State of Kansas
- Oppose any legislation based on the Dark Store Theory

Gardner's 2020 legislative platform also includes the following additional items previously included in the 2019 Legislative Agenda:

- Support local control of revenue
- Support local option sales taxes
- Support maintaining the current exemptions to the property tax lid in the absence of a property tax lid repeal
- Support timely collection of delinquent special assessments
- Support a more robust Homestead Property Tax exemption for all Kansans
- Support a State program for funding transportation improvements
- Support funding for local programs and the Special City County Highway Fund
- Support funding KDOT preservation and preventative maintenance
- Support for KDOT aviation funding
- Support finding new sources of revenue to increase transportation funding
- Support the handling of protections for individuals against discrimination at the State and Federal levels

Attachments included:

- 2020 State Legislative Agenda for the City of Gardner

Suggested Motion:

Approve the 2020 State Legislative Agenda for the City of Gardner.

CITY OF GARDNER'S 2020 LEGISLATIVE AGENDA
State Issues

The following is the City of Gardner's legislative agenda for 2020:

1. **Home Rule and Local Control** – The City of Gardner supports the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community (*Joint with Johnson County).*

   The City of Gardner supports legislation that maintains the ability to retain and enhance home rule authority, including the following positions:

   a. *Property Tax Lid Repeal* – The City of Gardner supports local elected officials having the ability to make taxing and spending decisions and urges the repeal of the property tax lid legislation (*joint with Johnson County*).

   b. *Kansas Open Records Act* – The City of Gardner supports local control for decisions related to Kansas Open Records Act requests (*joint with Johnson County*).

   c. *Participation in the Legislative Process* – The City of Gardner supports local officials and their representatives' ability to freely participate in the legislative process through advocacy and education on issues affecting local governments without cumbersome reporting requirements (*joint with Johnson County*).

   d. *Eminent Domain - The* City of Gardner supports current law regarding the use of eminent domain by local units of government for utilities and public infrastructure improvements (*joint with Johnson County).*

   e. *Automatic Cell Tower Placement –* The City of Gardner supports the repeal of 2016 Legislation granting the automatic placement of cell towers in city and county owned right-of-way to allow regulation of the placement of cell towers by reasonable local zoning processes which review important community values such as safety and neighborhood concerns (*joint with Johnson County*).

   f. *Preservation of Pass-Through Revenue* **–** The City of Gardner supports the preservation and funding of local government revenues which pass through the State's treasury, including Local Ad Valorem Property Tax Reduction (LAVTRF), City County revenue Sharing (CCRS), alcoholic liquor tax funds, and the local portion of motor fuel tax to local governments (*joint with Johnson County*).

   g. *Unfunded Mandates* – The City of Gardner maintains its opposition to mandated responsibilities from the state without full funding (*joint with Johnson County*). The imposition of State mandates and programs on local governments without accompanying State funding is contrary to the spirit

of constitutional home rule. Any function or activity mandated by the State upon local governments, without any alternatives to avoid the additional costs, should be fully and continuously funded by the State.

h. *Local Control of Revenue* – The City of Gardner opposes any State regulations that would limit the amount of revenue a local government can raise or spend on a year-to-year basis.

2. **Tax Policy** – The City maintains the following position on taxes:

a. *General Tax Policy* – The City of Gardner supports stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions of property classification. The local tax burden has shifted too far to residential property taxes dues to state policy changes *(joint with Johnson County).*

b. *Uniform Property Tax Assessments* – The City of Gardner supports state legislation that would standardize the process of assessing property values for taxation purposes, including the requirement that such valuations should be tied to local MLS sales comparisons and exclusive of hypothetical values or automatic value escalators over and above MLS and commercial sales comparables.

c. *Local Option Sales Taxes* – The City of Gardner maintains that local officials and their residents should determine local sales tax and use rates and opposes any legislation that would preempt local authority to set these rates. Gardner supports existing authority of local governments to impose local sales taxes for special uses.

d. *Sales Tax Exemption* – The City of Gardner supports the current law that exempts local government and public construction projects from sales tax *(joint with Johnson County).* State imposed sales tax on government purchases and projects will increase costs and lead to a reduction in services. Purchases have to be made and construction must occur; imposition of a sales tax would increase the local tax burden to cover those added costs. This sales tax revenue does not help local government, but in fact hurts our local economy and our residents who have to pay higher property taxes.

e. *Property Tax Lid* – The City of Gardner opposes the property tax lid in its entirety. Should the property tax lid remain in place, we oppose the removal of any of the current property tax lid exemptions as cited in applicable Kansas Statutes. Removal of the exemptions could prevent the City from investing in critical infrastructure and increase the cost of debt. Gardner supports modifying current legislation so that a public vote is based on a protest petition provision.

f. *Delinquent Special Assessments* – Gardner supports legislation that would expedite the process of collecting delinquent special assessments.

g. *Collection of Compensating Use Tax on Remote Sales* – The City of Gardner supports legislation facilitating the collection of compensating use tax from purchases made from sellers with no physical presence in Kansas based on the U.S. Supreme Court decision in South Dakota v. Wayfair *(joint with Johnson County).* Sales tax collected should be distributed using existing methods/formulas for the state and local governments.

h. *Sales Tax Reductions on Food and Pharmaceuticals* **–** The City of Gardner supports the state's thoughtful consideration of reductions in sales tax on food and pharmaceuticals, while balancing the impact on, and obligations of, counties and local units of government across the State (*joint with Johnson County).*

i. *Property Tax Relief for Low Income Seniors* **–** The City of Gardner supports expanding the eligibility of the current programs Homestead Act and SAFESR – Kansas Property Tax Relief for Low Income Seniors to provide property tax relief for those on fixed incomes (*joint with Johnson County*). In addition, we support any and all efforts by the State Legislature to implement enabling legislation to allow for a more robust Homestead Property Tax Exemption for all Kansas homeowners, not just those on fixed incomes.

3. **Transportation Issues** – The City of Gardner supports funding of a comprehensive transportation plan including highways, airports, trails, and transit (*joint with Johnson County*)

The City of Gardner supports the following policies:

a. *Support a State Program for Funding Transportation Improvements* – Gardner supports addressing emerging needs beyond T-Works and believes the criteria for project selection should consider economic development opportunities. The program is required to fund projects that will support the continued economic growth of the City of Gardner, which will benefit the region, and the entire state. Specific projects identified in need of funding include:

- *I-35 and Gardner Road Interchange***:** This is currently a relatively small diamond interchange originally constructed in 1959, when Gardner's population was about 1,600. Today the population is 23,000, and the Logistics Park Kansas City (LPKC) industrial development is located just one mile west on 191st Street. In the 3-year period from 2015 to 2017, since the development of the LPKC, accidents have increased 330% in this vicinity.

  Currently, the City of Gardner is working with KDOT to design the first phase of the project to relieve the immediate pressure and conflict point: relocating 191st Street and signalizing the ramp terminus. The project is funded with both Federal Funding (STP) and KDOT funds, along with a City of Gardner Contribution of $2,615,000. However, the

future DDI designed to meet the traffic requirements of the region remains unfunded. The future DDI is vital to developing economic opportunities near the interchange.

- *Reconfiguration of the I-35 and US-56 interchange to urban diamond:* Capacity improvements are needed at I-35 and US-56 (175th Street, Exit 210) to service expanding business at both the New Century Air Center and the Midwest Commerce Center located just west of the interchange. Industrial, retail and residential development is beginning to occur along the 175th Street corridor between the interchange and US169. Development from New Century Air Center, Midwest Commerce Center and points east will significantly increase traffic along this corridor and will further accelerate the need for capacity improvements at this interchange.

- *Other Projects:*
    - US-56 and Waverly Road intersection.
    - Reconstruction of US-56 thru Gardner.
    - New interchange at I-35 and Moonlight/183rd Street.
    - Capacity improvements on I-35 south of the new Lone Elm interchange to at least the Johnson County line.

b. *Support Funding for Local Programs and the Special City County Highway Fund*- Gardner supports funding for Local Programs. Administered by KDOT, Local Programs provide assistance to municipalities for improvements of arterial roadways, connecting links, safe routes to school, and Special City County Highway Fund. The City of Gardner maintains approximately 195 lane miles of local roadways. The City's current transportation master plan identifies and recommends $9 million in improvements over the next 5 years, and over $130 million in improvements through 2040. Maintaining and improving the City's arterial roads would not be possible without the Special City County Highway Fund.

c. *Support Funding KDOT Preservation and Preventative Maintenance* - Gardner supports KDOT preservation and preventative maintenance funding. Roadways require regular, timely maintenance including: sweeping, thin-surface treatments, overlays, striping, and signage.

d. *Support for KDOT Aviation Funding* – Gardner owns and operates The Gardner Municipal Airport, K34, a community airport, included in the FAA's National Plan of Integrated Airport Systems. The airport's role within the Kansas Aviation System Plan is identified as a community airport, intended to serve a supplemental role in the local economy, primarily serving smaller business, recreational and personal flying.

The Gardner Municipal Airport CIP contains $5.6 million in projects over the next 10 years, much of which is not fundable under existing FAA programs. As such, the City supports both continued and enhanced support for KDOT Aviation Funding.

e. *New Sources of Revenue to Increase Transportation Funding and the Property Tax Lid - Gardner* supports finding new funding sources, which may be required to support transportation funding including potentially new motor fuel taxes, taxes on electrics/hybrids, new license and/or registration fees, toll Revenues & user fees, vehicle weight fees, and other revenue sources. Locally, funding for transportation maintenance is hampered by the property tax lid. The restriction limits the ability of local governments to capture valuation growth and cripples the ability of communities to keep pace with the demand for services. Often, this means that road improvements and maintenance are deferred, as they must compete with other needs and services with limited sources of revenue.

4. **Technology Issues –** The City of Gardner believes forward-looking policies concerning technology are vital to future growth and development.

   The City of Gardner supports the following policies:

   a. *Data Sharing* **–** The City of Gardner supports the State investing in their information technology systems to enable effective data sharing between departments and with their community partners, the ability to extract data for decision making, and providing effective and efficient service to those receiving services (*joint with Johnson County)*. The City of Gardner further believes in the importance of ensuring the security and privacy of such data transfers.

   b. *Broadband Development and Access* **–** The City of Gardner supports policies enabling broadband development and access to improve economic development, telemedicine care, and government efficiency (*joint with Johnson County*).

   c. *Publication of Required Notices* – The City of Gardner supports amending current statutes to allow local governments the option of publishing required notices on their official local government website in lieu of publication in a newspaper (*joint with Johnson County*).

5. **KPERS Funding** –The City of Gardner supports the State fully funding its portion of the employer contributions at the Actuarial Required Contribution (ARC) levels and at the required times (*joint with Johnson County*). We believe Local governments have fully funded their share of the KPERS pool. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. The actuarial levels of the local government assets need to be protected from the state shortfall.

6. **Development of a Comprehensive Economic Development Plan for the State of Kansas** The City of Gardner supports statewide economic development (*joint with Johnson County*). We strongly encourage the State of Kansas to develop a comprehensive plan to foster and enhance the State's economy.

7. **Dark Store Theory** – The City of Gardner opposes any legislation based on hypothetical lease valuations or the dark store theory, which suggests that commercial properties should

be valued as-if-vacant and available for sale or rent to a future hypothetical user rather than in the current use, which is often a functioning, occupied store (*joint with Johnson County*).

8. **Environmental Plans –** The City of Gardner supports the state's efforts to develop and implement cost-effective, scientifically based environmental plans and provide local governments flexibility and resources to meet their environmental goals (*joint with Johnson County*).

9. **State Water Plan –** The City of Gardner supports fully funding the State Water Plan (SWPF) (*joint with Johnson County*).

10. **Protections for Individuals Against Discrimination** – The City of Gardner unequivocally believes in the inherent and equal rights and worth of all individuals, regardless of Race, Color, Religion, Gender, Age, National Origin, Veteran Status, Disability, Genetic Information & Testing, Family & Medical Leave, Sexual Orientation and Gender Identity or Expression. We also believe that passing ordinances at the local level which place adjudication and enforcement of these stances in the hands of city government resources that are not equipped to handle them is not prudent, and could expose municipalities such as our own to undue litigation. In light of this, we would instead prefer that any protective acts or adjudications, as with Title VII of the United States Civil Rights Act, be handled at the state and federal levels where there are already adequate resources in place to handle anti-discrimination and harassment cases.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: AMY NASTA, SENIOR MANAGEMENT ANALYST

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

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:
Staff recommends Council adopt a housekeeping ordinance levying certain fees to be established by the Governing Body by resolution.

Background/Description of Item:
At the March 16, 2020, City Council meeting, the Governing Body will consider adopting a resolution establishing fees. Staff recommends updating eight (8) sections of the Gardner Municipal Code to allow the Governing Body to levy fees for certain items listed below. The intent of this ordinance is as follows:

- Provide consistency and/or clarity with regard to how fees and charges for certain items shall be established.
- Ensure that administrative costs associated with each item are accounted for and charged accordingly so that only those wishing to obtain a service pay for said service, rather than inadvertently subsidizing specific services due to potential inconsistencies in fee assessment.
- Ensure that all staff, citizens, and others all have access to the same list of fees so that there is transparency for citizens and others, and so that staff are better empowered to assess and collect fees appropriately.

The sections of code to be amended are as follows:

- **GMC 8.06.020(B)**, pertaining to foundation repair permits
- **GMC 8.06.020(E)**, pertaining to roof permits
- **GMC 8.06.020(J)**, pertaining to fence permits
- **GMC 13.10.060,** pertaining to water tap fees
- **GMC 13.30.010,** pertaining to sewer tap inspection fees
- **GMC 17.05.040(B)**, pertaining to in-home daycare permits
- **GMC 17.05.040(G),** pertaining to homestead farming permits
- **GMC 17.05.050(Y)(9),** pertaining to Temporary Use Permits for Food and Beverage – Mobile uses

It should be noted that the proposed ordinance in and of itself does not set any fees. The ordinance gives the Governing Body the ability to set these fees by resolution as it sees fit.

A summary of the proposed changes has been attached for your reference.

Financial Impact:
None

Attachments Included:

- Ordinance No. 2652
- Summary of proposed changes

Suggested Motion:
Adopt Ordinance No. 2652, an ordinance amending sections 8.06.020(B), (E) and (J), 13.10.060, 13.30.010, 17.05.040(B), 17.05.040(G)(2), and 17.05.050(Y)(9) levying certain fees to be established by the Governing Body by resolution.

ORDINANCE NO. 2652

AN ORDINANCE AMENDING SECTIONS 8.06.020(B), (E) AND (J), 13.10.060, 13.30.010, 17.05.040(B), 17.05.040(G)(2), AND 17.05.050(Y)(9) LEVYING CERTAIN FEES TO BE ESTABLISHED BY THE GOVERNING BODY BY RESOLUTION

WHEREAS, the City of Gardner strives to increase and maintain clarity, consistency, and transparency in the fee process;

WHEREAS, the City's fee schedules need to be updated to establish fees for certain types of services not previously established;

WHEREAS, said fees are directly related to the cost reasonably necessary to provide each service;

WHEREAS, it is the intent of the Governing Body to accomplish a general housekeeping ordinance to establish said fees;

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

<u>SECTION ONE:</u> GMC Chapter 8.06.020(B) is hereby amended to read as follows:

B. Foundation. The foundation of a structure shall be maintained higher than the adjacent ground level and have no openings large enough to allow animals to enter under the structure, except for necessary crawlspace ventilation. All crawlspace ventilation shall be properly maintained in accordance with the adopted building codes and shall prevent the intrusion of animals into the structure. The foundation elements shall support all the structure's bearing points. Any repair or replacement of the foundation shall be done using materials approved by the adopted building codes and that are compatible with the existing foundation.

1. *Permits.* There is hereby levied a foundation repair permit fee. Said permit fee shall be set by the Governing Body by resolution.

<u>SECTION TWO:</u> GMC Chapter 8.06.020(E) is hereby amended to read as follows:

E. Roof, Guttering and Drainage. The roof and flashing shall be sound, tight, and not admit rain into the interior portions of the walls or to the occupied spaces of the building. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair, free from obstructions, and shall be properly anchored so as to be kept in a safe and sound condition. Roof water and water from intermittent sources such as discharges from sump pumps, foundation drains, or other similar sources, excluding lawn sprinklers, shall not be discharged at a point closer than four feet to any adjoining property line nor in a manner that creates a public or private nuisance.

1. *Permits.* There is hereby levied a roof permit fee. Said permit fee shall be set by the Governing Body by resolution.

<u>SECTION THREE:</u> GMC Chapter 8.06.020(J) is hereby amended to read as follows:

J. Fences. All fencing, including gates, shall be maintained in sound condition free of damage, broken pieces or sections, or missing structural members. Areas that are leaning, buckling, sagging, deteriorating, or have fallen down shall be repaired or replaced with materials that are compatible with the undamaged portions of the fence or removed. New fencing materials shall also be compliant with the fence materials listed in GMC 18.140.100(C). Where fencing has been previously painted or stained and there are areas of chipping, peeling, scaling or missing paint greater than 20 percent inside or outside of the fence surface area, then such surface shall be repainted or stripped of all paint and given a water-resistant coating if necessary. The inside face will count separate of the outside face of the fence when a calculation for 20 percent of the surface area is made, therefore one or both surfaces could constitute a violation.

1. *Permits.* There is hereby levied a fence permit fee. Said permit fee shall be set by the Governing Body by resolution.

<u>SECTION FOUR:</u> GMC Chapter 13.10.060 is hereby amended to read as follows:

All service pipes shall be laid by the applicant or their designee from the main to the structure. Parties desiring water shall pay a meter installation charge which shall include tapping of the water main and the installation of the water meter. There is hereby levied a water tap fee. Said water tap fee shall be set by the Governing Body by resolution. No plumber, customer or other person shall extend pipes from one property or street address to another without special written consent from the City of Gardner

<u>SECTION FIVE:</u> GMC Chapter 13.30.010 is hereby amended to read as follows:

Every building where persons reside, congregate, or are employed which abuts a street or alley in which there is a public sanitary sewer, or which is within 200 feet of a public sanitary sewer, shall be connected to the sewer, by the owner or agent of the premises, in the most direct manner possible, and with a separate connection for each home or building, and installed within 12 months after sewers are available to the premises. Each connection and each fixture emptying through the connection shall be installed in the manner prescribed by the Plumbing Code of the City. There is hereby levied a sewer tap inspection fee. Said inspection fee shall be set by the Governing Body by resolution.

<u>SECTION SIX:</u> GMC Chapter 17.05.040(B) is hereby amended to read as follows:

B. **Accessory In-Home Day Care**. Where in-home day care services for children are permitted as an accessory use to a residence subject to additional standards (as indicated in Table 5-2), the use shall be approved by the Business and Economic Development Director or designee after being found to be in accordance with the following standards:

1. The day care provider shall provide evidence of any applicable license, certification or registration required by a state or federal agency.

2. The primary day care provider shall reside on the premises.

3. Outdoor play areas shall be fenced. Outdoor play shall only occur between the hours of 8:00 a.m. and 9:00 p.m.

4. No traffic shall be generated by any day care operation in substantially greater volume than would normally be expected in a residential neighborhood. No vehicle or delivery truck shall block or interfere with normal traffic circulation. If parking for a day care operation occurs in a manner or frequency causing disturbance to the normal traffic flow for the neighborhood, the operation shall be considered best permitted according to applicable regulations as a day care center

5. *Permits.* There is hereby levied an in-home day care permit fee. Said permit fee shall be set by the Governing Body by resolution.

<u>SECTION SEVEN:</u> GMC Chapter 17.05.040(G)(2) is hereby amended to read as follows:

2. *Permits*.

a. There is hereby levied a homestead farming permit fee. Said permit fee shall be set by the Governing Body by resolution.

b. A conditional use permit subject to applicable standards is required if the above standards cannot be met.

<u>SECTION EIGHT:</u> GMC Chapter 17.05.050(Y)(9) is hereby amended to read as follows:

9. *Permits.*

a. All necessary permits for facilities, public safety, or insurance shall be obtained prior to the final approval and activation of the use

b. There is hereby levied a temporary use permit fee for Food and Beverage – Mobile uses. Said permit fee shall be set by the Governing Body by resolution.

<u>SECTION NINE</u>: <u>Effective Date</u>. This Ordinance shall take effect and be in force upon its passage by the City Council and publication in the official City Newspaper as required by law.

PASSED by the City Council this 2nd day of March, 2020.

SIGNED by the Mayor this 2nd day of March, 2020.

(SEAL) CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

Attest:

_____

Sharon Rose, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

8.06.020 Structure Maintenance (three (3) items)

Original Text:
B. Foundation. The foundation of a structure shall be maintained higher than the adjacent ground level and have no openings large enough to allow animals to enter under the structure, except for necessary crawlspace ventilation. All crawlspace ventilation shall be properly maintained in accordance with the adopted building codes and shall prevent the intrusion of animals into the structure. The foundation elements shall support all the structure's bearing points. Any repair or replacement of the foundation shall be done using materials approved by the adopted building codes and that are compatible with the existing foundation.

Updated Text:
B. Foundation. The foundation of a structure shall be maintained higher than the adjacent ground level and have no openings large enough to allow animals to enter under the structure, except for necessary crawlspace ventilation. All crawlspace ventilation shall be properly maintained in accordance with the adopted building codes and shall prevent the intrusion of animals into the structure. The foundation elements shall support all the structure's bearing points. Any repair or replacement of the foundation shall be done using materials approved by the adopted building codes and that are compatible with the existing foundation.

1. ***Permits.*** **There is hereby levied a foundation repair permit fee. Said permit fee shall be set by the Governing Body by resolution.**
    - *Adds language "There is hereby levied a foundation repair permit fee. Said permit fee shall be set by the Governing Body by resolution." Creates Section 8.06.020(B)(1)*
    - *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

Original Text:
E. Roof, Guttering and Drainage. The roof and flashing shall be sound, tight, and not admit rain into the interior portions of the walls or to the occupied spaces of the building. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair, free from obstructions, and shall be properly anchored so as to be kept in a safe and sound condition. Roof water and water from intermittent sources such as discharges from sump pumps, foundation drains, or other similar sources, excluding lawn sprinklers, shall not be discharged at a point closer than four feet to any adjoining property line nor in a manner that creates a public or private nuisance.

Updated Text:
E. Roof, Guttering and Drainage. The roof and flashing shall be sound, tight, and not admit rain into the interior portions of the walls or to the occupied spaces of the building. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters, and downspouts shall be maintained in good repair, free from obstructions, and shall be properly anchored so as to be kept in a safe and sound condition. Roof water and water from intermittent sources such as discharges from sump pumps, foundation drains, or other similar sources, excluding lawn sprinklers, shall not be discharged at a point closer than four feet to any adjoining property line nor in a manner that creates a public or private nuisance.

1. *Permits.* There is hereby levied a roof permit fee. Said permit fee shall be set by the Governing Body by resolution.

- *Adds language "There is hereby levied a roof permit fee. Said permit fee shall be set by the Governing Body by resolution." Creates Section 8.06.020(E)(1).*
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

Original Text:
J. Fences. All fencing, including gates, shall be maintained in sound condition free of damage, broken pieces or sections, or missing structural members. Areas that are leaning, buckling, sagging, deteriorating, or have fallen down shall be repaired or replaced with materials that are compatible with the undamaged portions of the fence or removed. New fencing materials shall also be compliant with the fence materials listed in GMC 18.140.100(C). Where fencing has been previously painted or stained and there are areas of chipping, peeling, scaling or missing paint greater than 20 percent inside or outside of the fence surface area, then such surface shall be repainted or stripped of all paint and given a water-resistant coating if necessary. The inside face will count separate of the outside face of the fence when a calculation for 20 percent of the surface area is made, therefore one or both surfaces could constitute a violation.

Updated Text:
J. Fences. All fencing, including gates, shall be maintained in sound condition free of damage, broken pieces or sections, or missing structural members. Areas that are leaning, buckling, sagging, deteriorating, or have fallen down shall be repaired or replaced with materials that are compatible with the undamaged portions of the fence or removed. New fencing materials shall also be compliant with the fence materials listed in GMC 18.140.100(C). Where fencing has been previously painted or stained and there are areas of chipping, peeling, scaling or missing paint greater than 20 percent inside or outside of the fence surface area, then such surface shall be repainted or stripped of all paint and given a water-resistant coating if necessary. The inside face will count separate of the outside face of the fence when a calculation for 20 percent of the surface area is made, therefore one or both surfaces could constitute a violation.

1. *Permits.* There is hereby levied a fence permit fee. Said permit fee shall be set by the Governing Body by resolution.

- *Adds language "There is hereby levied a fence permit fee. Said permit fee shall be set by the Governing Body by resolution." Creates Section 8.06.020(J)(1).*
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

13.10.060 Service Connections for Water

Original Text:
All service pipes shall be laid by the applicant or their designee from the main to the structure. Parties desiring water shall pay a meter installation charge which shall include tapping of the water main and the installation of the water meter. No plumber, customer or other person shall extend pipes from one property or street address to another without special written consent from the City of Gardner.

Updated Text:

All service pipes shall be laid by the applicant or their designee from the main to the structure. Parties desiring water shall pay a meter installation charge which shall include tapping of the water main and the installation of the water meter. **There is hereby levied a water tap fee. Said water tap fee shall be set by the Governing Body by resolution.** No plumber, customer or other person shall extend pipes from one property or street address to another without special written consent from the City of Gardner.

- Adds language "*There is hereby levied a water tap fee. Said water tap fee shall be set by the Governing Body by resolution.*"
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

13.30.010 Connections – Compliance with Plumbing Code

Original Text:
Every building where persons reside, congregate, or are employed which abuts a street or alley in which there is a public sanitary sewer, or which is within 200 feet of a public sanitary sewer, shall be connected to the sewer, by the owner or agent of the premises, in the most direct manner possible, and with a separate connection for each home or building, and installed within 12 months after sewers are available to the premises. Each connection and each fixture emptying through the connection shall be installed in the manner prescribed by the Plumbing Code of the City.

Updated Text:
Every building where persons reside, congregate, or are employed which abuts a street or alley in which there is a public sanitary sewer, or which is within 200 feet of a public sanitary sewer, shall be connected to the sewer, by the owner or agent of the premises, in the most direct manner possible, and with a separate connection for each home or building, and installed within 12 months after sewers are available to the premises. Each connection and each fixture emptying through the connection shall be installed in the manner prescribed by the Plumbing Code of the City. **There is hereby levied a sewer tap inspection fee. Said inspection fee shall be set by the Governing Body by resolution.**

- *Adds language "There is hereby levied a sewer tap inspection fee. Said inspection fee shall be set by the Governing Body by resolution."*
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

17.05.040 Accessory Uses (two (2) items)

Original Text:
B. **Accessory In-Home Day Care**. Where in-home day care services for children are permitted as an accessory use to a residence subject to additional standards (as indicated in Table 5-2), the use shall be approved by the Business and Economic Development Director or designee after being found to be in accordance with the following standards:

1. The day care provider shall provide evidence of any applicable license, certification or registration required by a state or federal agency.

2. The primary day care provider shall reside on the premises.

3. Outdoor play areas shall be fenced. Outdoor play shall only occur between the hours of 8:00 a.m. and 9:00 p.m.

4. No traffic shall be generated by any day care operation in substantially greater volume than would normally be expected in a residential neighborhood. No vehicle or delivery truck shall block or interfere with normal traffic circulation. If parking for a day care operation occurs in a manner or frequency causing disturbance to the normal traffic flow for the neighborhood, the operation shall be considered best permitted according to applicable regulations as a day care center

Updated Text:

B. **Accessory In-Home Day Care**. Where in-home day care services for children are permitted as an accessory use to a residence subject to additional standards (as indicated in Table 5-2), the use shall be approved by the Business and Economic Development Director or designee after being found to be in accordance with the following standards:

1. The day care provider shall provide evidence of any applicable license, certification or registration required by a state or federal agency.

2. The primary day care provider shall reside on the premises.

3. Outdoor play areas shall be fenced. Outdoor play shall only occur between the hours of 8:00 a.m. and 9:00 p.m.

4. No traffic shall be generated by any day care operation in substantially greater volume than would normally be expected in a residential neighborhood. No vehicle or delivery truck shall block or interfere with normal traffic circulation. If parking for a day care operation occurs in a manner or frequency causing disturbance to the normal traffic flow for the neighborhood, the operation shall be considered best permitted according to applicable regulations as a day care center

5. *Permits.* There is hereby levied an in-home day care permit fee. Said permit fee shall be set by the Governing Body by resolution.

- Adds section 17.05.040(B)(5) "*Permits. There is hereby levied an in-home day care permit fee. Said permit fee shall be set by the Governing Body by resolution.*"
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

Original Text

G. **Farming – Homestead.** Where homestead farming is permitted as an accessory use subject to additional standards (as indicated in Table 5-2), all of the following standards shall be met:

…

2. *Permits*. A conditional use permit subject to applicable standards is required if the above standards cannot be met.

Updated Text:

G. **Farming – Homestead.** Where homestead farming is permitted as an accessory use subject to additional standards (as indicated in Table 5-2), all of the following standards shall be met:

…

2. *Permits*.

a. There is hereby levied a homestead farming permit fee. Said permit fee shall be set by the Governing Body by resolution.

b. A conditional use permit subject to applicable standards is required if the above standards cannot be met.

- Adds section 17.05.040(G)(2)(a) "*There is hereby levied a homestead farming permit fee. Said permit fee shall be set by the Governing Body by resolution." This addition subsequently created section 17.05.040(G)(2)(b). This text has not been changed from the original. Previously, there were no sections "a" and "b" as this was the entirety of section 17.05.040(G)(2).*
- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*
- Please note that 17.05.040(G)(1) has been omitted from this write-up for the purpose of brevity. This section of the code remains unchanged.

17.05.050 Specific Use Standards

Original Text:
Y. **Temporary Use.** Where temporary uses are permitted (as indicated in Table 5-2), all of the following standards shall be met:
…
9. All necessary permits for facilities, public safety, or insurance shall be obtained prior to the final approval and activation of the use

Updated Text:
Y. **Temporary Use.** Where temporary uses are permitted (as indicated in Table 5-2), all of the following standards shall be met:
…
9. ***Permits.***

a. All necessary permits for facilities, public safety, or insurance shall be obtained prior to the final approval and activation of the use

b. There is hereby levied a temporary use permit fee for Food and Beverage – Mobile uses. Said permit fee shall be set by the Governing Body by resolution.

- Adds section 17.05.050(Y)(9)(b) "*There is hereby levied a temporary use permit fee for Food and Beverage – Mobile uses. Said permit fee shall be set by the Governing Body by resolution.". This addition subsequently created section*

17.05.050(Y)(9)(a). This text has not been changed from the original. Previously, there were no sections "a" and "b" as this was the entirety of section 17.05.050(Y)(9).

- *The addition of this fee to the Gardner Municipal Code provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*
- Please note that sections 17.05.050(Y)(1) – 17.05.050(Y)(8) as well as section 17.05.050(Y)(10) have been omitted from this write-up for the purpose of brevity. These sections of the code remains unchanged.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: AMY NASTA, SENIOR MANAGEMENT ANALYST

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

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:
Staff recommends Council adopt a housekeeping ordinance clarifying that certain fees and charges shall be set by the Governing Body by resolution.

Background/Description of Item:
At the March 16, 2020, City Council meeting, the Governing Body will consider adopting a resolution establishing fees. Staff recommends updating four (4) sections of the Gardner Municipal Code to provide consistency and/or clarity with regard to how fees and charges for certain items shall be established.

The sections of code to be amended are as follows:

- **GMC 2.45.120**, pertaining to open records
- **GMC 11.05.090**, pertaining to hangar rates
- **GMC 12.05.117(B),** pertaining to right-of-way permits and fees
- **GMC 14.01.607 (A),** pertaining to land disturbance permit fees

It should be noted that the proposed ordinance does not add or change any existing fees.

A summary of the proposed changes has been attached for your reference.

Financial Impact:
None

Attachments Included:
- Ordinance No. 2653
- Summary of proposed changes

Suggested Motion:
Adopt Ordinance No. 2653, an ordinance amending sections 2.45.120, 11.05.090, 12.05.117(b), and 14.01.607(a) of the Gardner Municipal Code relating to the payment of fees for certain services, permits and licenses.

ORDINANCE NO. 2653

AN ORDINANCE AMENDING SECTIONS 2.45.120, 11.05.090, 12.05.117(B), AND 14.01.607(A) OF THE GARDNER MUNICIPAL CODE RELATING TO THE PAYMENT OF FEES FOR CERTAIN SERVICES, PERMITS AND LICENSES.

WHEREAS, THE CITY OF GARDNER KANSAS, ESTABLISHES FEES FOR CERTAIN SERVICES, PERMITS AND LICENSES; AND

WHEREAS, IT IS DETERMINED THAT SAID FEES SHALL BE SET BY RESOLUTION; AND

WHEREAS, IT IS THE INTENT OF THE GOVERNING BODY TO ACCOMPLISH A GENERAL HOUSEKEEPING ORDINANCE TO CLEAN UP THE CITY'S ORDINANCES RELATED TO FEES;

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

SECTION ONE: Chapter 2.45.120 is hereby amended to read as follows:

2.45.120 - Fee Administration. The official custodians are hereby empowered and authorized to promulgate appropriate rules and regulations for the collection of fees. Fees shall be set by the Governing Body by resolution. All fees charged pursuant to this Section shall be paid to the City of Gardner for credit in the General Fund.

SECTION TWO: Chapter 11.05.090 is hereby amended to read as follows:

11.05.090 - Fees and Charges - All aircraft hangar rental rates, and other fees and charges for the use of hangars, and services provided at the Gardner Municipal Airport shall be set by the Governing Body by resolution. The Airport Manager shall have the authority to set fuel prices

SECTION THREE: Chapter 12.05.117(B) is hereby amended to read as follows:

12.05.117(B) – Right-of-way permit fees and costs

B. The right-of-way permit fee may include a permit and inspection fee, and an excavation fee. This fee shall be set by the Governing Body by resolution.

SECTION FOUR: Chapter 14.01.607(A) is hereby amended to read as follows:

14.01.607(A) – Fees –

A. Prior to the issuance of the LDP, upon submission of an application for an LDP, each applicant shall pay to the City a fee. This fee shall be set by the Governing Body by resolution. Fees paid for an LDP which is subsequently revoked by the City Engineer are not refundable. A person operating in compliance with the regulations of this chapter shall not be charged a permit fee when obtaining an LDP for land disturbance activities, construction or renovation of City-owned and City-financed capital improvement projects

SECTION FIVE: Effective Date. This Ordinance shall take effect and be in force upon its passage by the City Council and publication in the official City Newspaper as required by law.

PASSED by the City Council this 2nd day of March, 2020.

SIGNED by the Mayor this 2nd day of March, 2020.

(SEAL)

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

Attest:

_____

Sharon Rose, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

2.45.120 Fee Administration.

Original Text:

The official custodians are hereby empowered and authorized to promulgate appropriate rules and regulations for the collection of fees which shall not exceed the actual cost of furnishing copies, including the cost of staff time required to make the information available. In the case of fees for providing access to records maintained on computer facilities, the fees shall include only the copies of any computer services, including staff time required. All fees charged pursuant to this section shall be paid to the City of Gardner for credit in the General Fund

Updated Text**:**

The official custodians are hereby empowered and authorized to promulgate appropriate rules and regulations for the collection of fees. **Fees shall be set by the Governing Body by resolution.** All fees charged pursuant to this Section shall be paid to the City of Gardner for credit in the General Fund.

- *Removes language necessitating staff's establishment of fees. Adds language "Fees shall be set by the Governing Body by Resolution". This provides consistency with other fees, and allows fees to be more transparent and easily available to the general public through their inclusion in a resolution passed by the Governing Body*

11.05.090 – Fees and charges

Original Text:

The Governing Body shall establish all aircraft hangar rental rates, and other fees and charges for the use of hangars, and services provided at the Gardner Municipal Airport. The Airport Manager shall have the authority to set fuel prices

Updated Text:

All aircraft hangar rental rates, and other fees and charges for the use of hangars, and services provided at the Gardner Municipal Airport **shall be set by the Governing Body by resolution**. The Airport Manager shall have the authority to set fuel prices

- *Adds language "by resolution" to clarify that this fee shall be set by resolution. The word order of the sentence has been changed for consistency and enhanced clarity of message.*

12.05.117(B) – Right-of-way permit fees and costs

Original Text:

B. The right-of-way permit fee may include a permit and inspection fee, and an excavation fee.

Updated Text:

B. The right-of-way permit fee may include a permit and inspection fee, and an excavation fee. **This fee shall be set by the Governing Body by resolution.**

- *Adds language "This fee shall be set by the Governing Body by resolution" to clarify that this fee shall be set by resolution*

14.01.607(A) – Fees

Original Text:

A. Prior to the issuance of the LDP, upon submission of an application for an LDP, each applicant shall pay to the City a fee as established by the City Council. Fees paid for an LDP which is subsequently revoked by the City Engineer are not refundable. A person operating in compliance with the regulations of this chapter shall not be charged a permit fee when obtaining an LDP for land disturbance activities, construction or renovation of City-owned and City-financed capital improvement projects

Updated Text:

A. Prior to the issuance of the LDP, upon submission of an application for an LDP, each applicant shall pay to the City a fee. **This fee shall be set by the Governing Body by resolution.** Fees paid for an LDP which is subsequently revoked by the City Engineer are not refundable. A person operating in compliance with the regulations of this chapter shall not be charged a permit fee when obtaining an LDP for land disturbance activities, construction or renovation of City-owned and City-financed capital improvement projects

- *Removes "as established by the City Council" and adds "This fee shall be set by the Governing Body by resolution". This is intended to clarify that this fee shall be set by resolution. "City Council" has been changed to "Governing Body" to provide consistency with other fees and to reduce the number of similar items presented for a vote, as a separate measure would be needed for this item only were the language to remain the same.*

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 4

MEETING DATE: MARCH 2, 2020
STAFF CONTACT: JAMES BELCHER, CHIEF OF POLICE

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

Strategic Priority: Improve Quality of Life

Department: Police

Staff Recommendation:
Staff recommends authorizing the execution of an agreement between the City of Gardner and Kansas Governor's Grant Program (KGGP) to initiate the implementation of a special investigative position that specifically addresses violent crimes committed against women, including sexual assault and domestic violence, by hiring a detective dedicated to that position.

Background/Description of Item:
In 2018, there were 134 domestic violence offenses in Gardner, up from 78 in 2017, for a 72% increase in just one year. Sexual violence is also on the rise in Gardner. In 2017, there were 11 cases of rape reported to Gardner law enforcement. That number doubled to 22 in 2018, an increase of 200%. According to a national study, one in six women will be the victim of a completed or attempted rape in her lifetime, but less than 20% of all rapes are reported.

Currently, Gardner Police Department does not have a detective dedicated to domestic and sexual violence. Studies show that people who become victims of crime are generally at higher risk of being re-victimized. This funding will assist law enforcement officers in protecting victims from intimidation and educate them to decrease their likelihood of re-victimization, thereby helping community members feel safer and more secure.

The nature of the crimes being investigated require much more time and resources from law enforcement agencies than other crimes because they work with victims throughout the entire process. A detective dedicated solely to working these types of crimes could focus on coordinating victim assistance advocates and other resources, without other cases competing for time and/or effort.

In November 2019, the City of Gardner applied for grant funds from the KGGP for this initiative. Due to a delay from the State, the City was not notified the application had been approved until February 20, 2020. The State adjusted the budget to reflect a 9-month grant period, versus one year. The grant period will end December 31, 2020.

The KGGP grant has a minimum 25% matching requirement. KGGP will reimburse the City $57,471 for personnel and fringe for the detective position.

Financial Impact:
Funds for the special position will come from:

KGGP $57,471
City of Gardner General Fund $18,839

Attachments Included:

- Award Letter from KGGP
- Grant Assurances

Suggested Motion:
Authorize the City Administrator to execute an agreement between KGGP and the City of Gardner for the STOP VAWA Grant and authorize the expenditure of $18,839 of revenues in the City's general fund for the required matching funds.

Capitol Building
Room 241 South
Topeka, KS 66612

Kansas
Office of the Governor

Phone: (785) 296-3232
governor.kansas.gov

Laura Kelly, Governor

February 25, 2020

Ms. Jen Jordan
Gardner Police Department
440 E. Main
Gardner, KS 66030

Dear Ms. Jordan:

I am pleased to inform you Gardner Police Department has been awarded a Federal S.T.O.P. Violence Against Women Act (VAWA) grant. These grant funds are entrusted to develop and strengthen effective responses to violence against women. Thank you for providing these critically important services.

In order to process your grant award, follow the instructions in the email message for accessing and submitting the grant award documents. Please read the instructions carefully as the requirements to open a grant award have changed. The Kansas Governor's Grants Program staff is available to provide assistance and answer questions. I sincerely appreciate and value the commitment and dedication of Gardner Police Department staff to survivors of violence against women in Kansas.

Best Regards,

Laura Kelly

Laura Kelly
Governor

Kansas Governor's Grants Program
900 SW Jackson Street, Room 304 North
Topeka, KS 66612-1220
Voice: (785) 291-3205 * Fax: (785) 291-3204

KANSAS GOVERNOR'S GRANTS PROGRAM
Federal S.T.O.P. Violence Against Women Formula Grant Program
Grant Assurances for Calendar Year 2020

The subgrant award listed below is available for expenditure in accordance with the agency's approved application under the Federal Services, Training, Officers, Prosecutors (S.T.O.P.) Violence Against Women Formula Grant Program (VAWA), as established by 34 U.S.C. §10441 and §§10446-10451 and amendments thereto, and awarded to the State of Kansas through Federal Award Number 2018-WF-AX-0011 on September 17, 2018, by the U.S. Department of Justice, Office on Violence Against Women.

The funds distributed to the Subgrantee by the State of Kansas will be administered by the Kansas Governor's Grants Program (KGGP) and used to combat violence against women as allowed by 34 U.S.C. §10441 and §§10446-10451 and amendments thereto. The distribution of grant funds is contingent upon receipt of adequate funds and appropriations to the KGGP. All terms of the grant award are non-negotiable by the Subgrantee.

The Catalog of Federal Domestic Assistance, or CFDA, number for the Federal S.T.O.P. Violence Against Women Formula Grant Program is 16.588. This document contains information specific to this federal grant program.

The subgrant project awarded to **Gardner Police Department** (Subgrantee), Unique Entity Identifier: **DUNS 027582832**, is for the total amount of **$76,628**. The portion of the grant award funded by the federal VAWA grant (75% of the total grant project) is **$57,471**. The portion of the grant award that must be funded by the Subgrantee (25% non-federal cash or in-kind match) is **$19,157**. The use of non-federal match is restricted to the same guidelines, purposes, and allowable costs as the federal funds. Hereinafter, all references to the "grant award" or "grant project" are inclusive of both federal funds and non-federal match.

The grant project number for this subgrant award is **20-VAWA-28**. As stated in the Subgrantee application, the approved project description is:

> Initiate the implementation of a special investigative position that specifically addresses violent crimes committed against women and increase community education on the topic.

With acceptance of this grant award, the Subgrantee assures to the following:

1. **AWARD PERIOD:** This grant award is for the period January 1, 2020, to December 31, 2020. The Subgrantee shall not allocate any expense made or incurred prior to January 1, 2020, or after December 31, 2020, to this grant award. The Subgrantee shall not allocate any expenditure for any activity, event, or conference that will occur outside the grant award period. All grant award expenses properly obligated on or before December 31, 2020, must be paid within 30 days following the end of the grant award period.

2. **APPROVED PURPOSES AND LIMITATIONS:** Grant project funds shall only be expended for the program described in 34 U.S.C. §10441 and §§10446-10451 and amendments thereto; for the purpose approved by the KGGP; in accordance with any

terms and conditions the KGGP attaches to the grant award; and for approved VAWA activities, attributable to the VAWA approved project.

The Subgrantee shall not be approved to use grant funds as follows:

- To supplant federal, state, or local funds that would otherwise be available to combat violence against women;
- For fundraising or research outside the statutory scope of the VAWA grant program, either directly or indirectly (this does not include program assessments conducted only for internal improvement purposes);
- For construction or renovation and/or purchase of land;
- To lease, construct, expand, acquire, remodel, renovate, repair, furnish, or make improvements to buildings or similar facilities or for other capital outlay or equipment not expressly authorized; or
- To pay debts or support other agency programs, initiatives, or expenses incurred by other activities beyond the scope of the approved VAWA project.

3. **SOLICITATION:** The Subgrantee shall be in compliance with the specifications outlined in the solicitation under which the submitted application was approved. The terms and conditions of the VAWA solicitation are hereby incorporated by reference into this award.

4. **LAWS AND REGULATIONS:** The Subgrantee shall comply with all applicable state and federal laws and regulations that include, among other relevant authorities, the following:

- The Federal Violence Against Women Act of 1994, P.L. 103-322;
- The Federal Violence Against Women Act of 2000, P.L. 106-386;
- The Federal Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162;
- The Federal Violence Against Women Reauthorization Act of 2013, P.L. 113-4;
- The Federal Office on Violence Against Women implementing regulations at 28 C.F.R. Part 90;
- The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a);
- The provisions of 28 C.F.R. applicable to grants (including Parts 18, 22, 23, 30, 35, 38, 42, 54, 61, and 63) and the award term in 2 C.F.R. §175.15(b);
- The Federal Program Guidelines for the VAWA;
- The copyright provisions set forth in 28 C.F.R. §66.34;
- The VAWA Program Guidelines and Reporting Requirements as established by the KGGP;
- The Drug-Free Workplace Act of 1988, implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. §67.615 and 28 C.F.R. §67.620; and
- The requirements of the U.S. Department of Justice DOJ Grants Financial Guide effective edition.

The Subgrantee shall comply with all applicable restrictions on the use of these federal VAWA grant project funds set out in federal appropriations statutes. The Subgrantee shall refer to pertinent restrictions and general provisions set out for Federal Fiscal Year 2016, Federal Fiscal Year 2017, Federal Fiscal Year 2018, or Federal Fiscal Year 2019 as applicable.

In addition, a Subgrantee that enters into any contractual or mutual agreement in which a specific role or responsibility of the approved VAWA grant project is assumed by the partnering/contractual entity, will be responsible for assuring compliance with requirements in the Grant Assurance document is met by the partnering/contractual entity.

5. **VICTIM SAFETY:** The Subgrantee understands that victim safety is a guiding principle that underlies the VAWA grant program. The goals and services of the Subgrantee shall reflect this principle accordingly.

6. **CONFIDENTIALITY:** The Subgrantee assures written policies and procedures are in place to ensure the confidentiality of records pertaining to persons receiving assistance or services from any Subgrantee grant project funded in full or in part by VAWA. The Subgrantee shall not disclose personally identifying information about crime victims without a signed informed time-limited written release unless the disclosure of the information is required by a statute or court order. The Subgrantee shall comply with all applicable federal and state confidentiality laws including, but not limited to, 34 U.S.C. §12291(b)(2), The McKinney-Vento Homeless Assistance Act, and 42 U.S.C. §11363 and amendments thereto.

7. **BREACH OF PERSONALLY IDENTIFIABLE INFORMATION:** The Subgrantee has written procedures in place to respond in the event of an actual or imminent breach, as defined in OMB M-17-12, if the Subgrantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII), as defined in 2 C.F.R. 200.79, within the scope of a VAWA-funded program or activity, or 2) uses or operates a Federal information system, as defined in OMB Circular A-130. Such procedures must include a requirement to report actual or imminent breach of PII to the KGGP no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. **DISSEMINATION OF CRIME VICTIMS' RIGHTS INFORMATION:** The Subgrantee assures that services and assistance provided by VAWA-funded staff and volunteers to crime victims shall include the dissemination of crime victims' rights information, including the statutory rights of crime victims and crime victim compensation. VAWA-funded staff and volunteers shall receive information and training on crime victim compensation and on all applicable laws pertaining to crime victims' rights.

9. **DIRECT VICTIM ASSISTANCE:** The Subgrantee shall use "Direct Assistance to Victims" funds only for the immediate health and safety of crime victims. Written

documentation to support the use of these funds for this purpose must be maintained. The Subgrantee shall not use grant project funds to make direct payments to any crime victim or a dependent of any crime victim. Further, the Subgrantee assures that gift cards will not be provided directly to victims as a substitute for cash.

10. **SERVICES AND ACTIVITIES THAT MAY COMPROMISE VICTIM SAFETY:** The Subgrantee shall not use grant project funds to support activities that may compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving VAWA-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g. seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

11. **LEGAL ASSISTANCE ELIGIBILITY REQUIREMENTS:** The Subgrantee assures any person providing legal assistance through this grant project has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or is partnered with an entity or person that has demonstrated such expertise and has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related issues, including training on evidence-based risk factors for domestic and dating violence homicide. Any training program that is conducted in satisfaction of this requirement shall have been or will be developed with input from and in collaboration with a State, local, territorial or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate law enforcement officials. Further, the Subgrantee shall inform the State, local, territorial or tribal domestic violence, dating violence, stalking, or sexual assault programs, state coalitions, and State and local law enforcement officials of their work. The Subgrantee's organization policies shall not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The Subgrantee assures that grant funds will not be used to support any criminal defense work.

12. **SERVICE POPULATION:** The Subgrantee assures grant project funds will be used to serve or focus on adult and youth (age 11-24) women and girls who are victims of domestic violence, dating violence, sexual assault, or stalking. In addition, activities may

support direct victim services for secondary victims such as children who witness domestic violence.

With the exception of any grant project award funded under federal purpose areas 17 or 19, activities must be focused on combating violence against women. However, the Subgrantee shall provide services to male victims who are in similar situations to female victims ordinarily served and who request services.

13. **REPORTING REQUIREMENTS:** The Subgrantee shall comply with any evaluative, statistical, or financial reporting requirements of the Federal VAWA Program or those set by the KGGP. Any grant requirement deadline not met in which there was not prior approval for an extension will result in consideration by the KGGP to suspend, decrease, or terminate the grant award. This requirement includes, but is not limited to, signed Grant Assurances, Special Conditions, financial reports, programmatic reports, and grant project compliance review requirements.

14. **DUNS and SAM:** The Subgrantee shall maintain a valid Data Universal Numbering System (DUNS) profile, managed at www.dnb.com/us. Further, the Subgrantee shall maintain an active registration status in the U.S. System for Award Management (SAM) for the duration of the grant award period.

15. **INTEGRITY AND PERFORMANCE MATTERS**: The Subgrantee shall comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with this VAWA award or any other grant, cooperative agreement, or procurement contract from the federal government. Details of reporting obligations are posted at https://www.justice.gov/ovw/file/870606/download.

16. **TRAINING AND TECHNICAL ASSISTANCE:** The Subgrantee shall participate in KGGP-sponsored training or technical assistance events as required by the KGGP.

17. **PERSONNEL INFORMATION:** Job descriptions, résumés, and compensation, including salary/wages and bonuses, for all grant-funded staff shall be maintained by the Subgrantee and available for review by the KGGP. These grant project funds shall be utilized for the provision of approved services only and the job descriptions must reflect this requirement.

Employment Eligibility Verification: As part of the hiring process for any position that is or will be funded in whole or in part with VAWA funds, the Subgrantee has properly verified the employment eligibility of the individual being hired, consistent with the provisions of 8 U.S.C. §1324a(a)(1) and (2). Details related to this prohibited conduct related to trafficking in persons condition are posted at https://www.justice.gov/ovw/page/file/1202146/download and are incorporated by reference in this assurance. It is the responsibility of the Subgrantee to notify all persons involved in grant project activities and/or the hiring process of this requirement, provide training necessary to ensure compliance with this requirement, and maintain records to verify employment eligibility pertinent to compliance with this condition in accordance

with Form I-9 record retention requirements and the aforementioned notification and training. To satisfy this requirement, the Subgrantee may participate in and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subgrantee uses E-Verify to confirm employment eligibility for each hiring for a position this is or will be funded with grant project funds. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law.

18. **INTERACTION WITH PARTICIPATING MINORS:** The Subgrantee has or will, for any VAWA-funded activity benefitting a set of individuals under 18 years of age, make determinations of suitability before certain individuals may interact with participating minors, regardless of an individual's employment status. The Subgrantee shall refer to https://www.justice.gov/ovw/page/file/1202141/download for details of this requirement.

19. **TIME AND ACTIVITY:** The Subgrantee shall keep daily time and activity records for all staff funded by this grant project that document the services and grant projects that the staff person worked on and the time spent providing the services or programs. Such time and activity records must account for 100 percent of staff time regardless of the percentage funded by this grant award and shall reflect actual activities performed and the actual time spent on such activities, by each employee. Activity records that are "recycled" week to week are not allowable. The Subgrantee shall use the time and activity records to distribute actual payroll and related fringe benefits costs to each funding source for each pay cycle accordingly. Time and activity records shall be signed by the staff member and supervisor and shall be kept and compiled in the subgrantee's administrative files and available for review. By signing the records, the employee and supervisor are certifying the records are true, complete, and accurate. Volunteer service hours used as match must be documented and, to the extent feasible, supported by the same methods used by the organization for paid employees.

These requirements extend to outside employees and persons who will perform contractual work. Subgrantees shall keep time and activity documentation in hourly increments for contractors providing direct client services, training, or consulting funded by this grant project. For agency contracts entered into for operating costs including, but not limited to, janitorial services, website services, technology services, and maintenance, the Subgrantee shall retain copies of contracts and/or invoices but is not required to maintain detailed time and activity records.

20. **PROCUREMENT PRACTICES:** The Subgrantee shall comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently $250,000). The Subgrantee shall contact the KGGP for guidance in meeting the necessary requirements for prior approval.

In procurement transactions, the Subgrantee will not discriminate on the basis of a person or entity's status as an "associate of the federal government," except as expressly set out

in 2 C.F.R. 200.319(a) or as specifically authorized by the KGGP and the U.S. Department of Justice. The term "associate of the federal government" means any person or entity engaged or employed (past or current) by or on behalf of the federal government, as an employee, contractor or subcontractor, grant recipient or subrecipient, agency, or otherwise, in undertaking any work, project, or activity for or on behalf of the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity in future. Nothing in this condition shall be understood to authorize or require any Subgrantee, person or other entity to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. **ACCOUNTING:** Grant fund accounting, auditing, and monitoring procedures necessary to maintain records as the KGGP prescribes shall be employed to ensure fiscal control, proper management, and proper expenditure of grant project funds. The Subgrantee shall maintain books, records, documents, and other evidence to identify the costs directly associated with the delivery of services, specific outcomes, and benefits outlined in the approved grant application. This means that at a minimum:

(a) The Subgrantee shall keep records that segregate these grant project federal and match funds from all other funds received by the Subgrantee, keep its accounting for this grant project separate from the accounting of other funds, and spend and report in accordance with the approved grant project budget by program and budget line items;

(b) The Subgrantee shall keep supporting documentation for all costs charged to this grant project. This includes payroll reports, time and activity records, invoices, and other financial documentation for all paid expenses; the portion of the grant project supported by other sources of revenue; contracts for services; and other records that facilitate an effective compliance review; and

(c) The Subgrantee shall adhere to the applicable financial and administrative rules as referenced in the U.S. Department of Justice DOJ Grants Financial Guide effective edition, and the applicable requirements set forth in the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "Uniform Guidance"), 2 C.F.R. Part 200, as adopted and supplemented by the U.S. Department of Justice in 2 C.F.R. Part 2800.

22. **ALLOWABLE COSTS:** All costs allocated to the VAWA grant project shall be consistent with the principles set out in the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart E, and those permitted by the grant program's authorizing legislation. Costs must be reasonable, allocable, and necessary to the grant project's success.

23. **INDIRECT COSTS:** Any indirect cost rate applied to the VAWA grant project will be approved by the KGGP prior to the application of such indirect costs against grant project expenditures. Further, the Subgrantee assures compliance with Section 200.414 of the

Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart E, and the applicable appendices.

24. **PROGRAM INCOME:** The Subgrantee shall not generate program income unless written approval is first obtained from the KGGP. Any and all program income that is generated as a direct result of this grant award shall be used to supplement the grant project, shall be utilized prior to any request for grant funds, and must be accounted for and used for the purposes under the conditions applicable for the use of this grant project. This includes following the applicable federal requirements, the U.S. Department of Justice DOJ Grants Financial Guide effective edition, and the Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart D. Further, the receipt and expenditure of program income must be reported to the KGGP quarterly on a Program Income/Expenditure Report.

25. **AUDIT REQUIREMENTS:** The Subgrantee shall undergo a financial statement audit conducted by an independent certified public accountant for the applicable agency fiscal period(s) under which these grant funds are expended. Such audit must comply with the applicable Federal OMB Uniform Guidance, 2 C.F.R. Part 200, Subpart F, organizational audit requirements and the Single Audit requirements. The financial statements are or will be accessible by the public. Nonprofit subgrantees shall mail to the KGGP a copy of the audit report(s) related to expenditure of these VAWA funds. Likewise, governmental subgrantees shall provide the KGGP specific instructions for accessing the entity's audit report(s) related to expenditure of these VAWA funds.

26. **RECORDS:** All records shall be subject at all reasonable times to inspection, review, or audit by State personnel and other personnel duly authorized by the KGGP, as well as Federal personnel. All financial records, supporting documentation, statistical records, and all other records pertinent to the grant award shall be retained by the Subgrantee for at least five years following the closeout of the grant award.

The Subgrantee shall cooperate with any assessments, national evaluation efforts, or information or data collection requests including, but not limited to, the provision of any information required for the assessment or evaluation of activities within this project.

27. **EQUIPMENT:** The Subgrantee shall submit reports detailing the purchase of equipment within 30 days of the payment date. The Subgrantee assures that equipment purchased through this grant project will continue to be used for the purpose it was purchased for as long as needed, whether or not the agency continues to be supported by VAWA.

28. **FOOD AND/OR BEVERAGE:** The Subgrantee shall not use any portion of these funds, either directly or indirectly, to purchase food and/or beverage for any meeting, conference, training, or other event. This restriction does not apply to direct payments of per diem amounts to Subgrantee staff in a travel status under the Subgrantee's travel policy and approved in the VAWA grant project budget.

29. PUBLICATIONS AND MATERIALS: All issued statements, publicity releases, or other documents (written, web-based, audio-visual, or any other format) describing the funded grant project, as well as all materials developed or published with funds from this grant award, shall contain an acknowledgment of support comparable to the following:

"This project was supported by Subgrant No. 20-VAWA-28 awarded by the Kansas Governor's Grants Program for the Office on Violence Against Women, U. S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of the Kansas Governor or the U.S. Department of Justice."

This condition also extends to VAWA grant project-funded website services, which must contain the above acknowledgement. However, the Subgrantee assures that any VAWA grant project-funded website services will also meet the "Approved Purposes and Limitations" Grant Assurance and not contain fundraising or solicitation information.

The Subgrantee assures that two copies of all materials published or posted with grant project funds from this grant award shall be submitted to the KGGP at least 30 days prior to publication.

30. TRAINING AND TRAINING MATERIAL: The Subgrantee assures that any training or training materials developed or delivered with grant project funds, if approved in the VAWA award and project budget, will adhere to the OVW Training Guiding Principles for Subgrantees in the development and/or delivery of training and training materials. The Subgrantee shall submit two copies of all training information including training dates, agendas, and handout materials funded by this grant award to the KGGP at least 30 days prior to the training dates.

31. COPYRIGHT: Pursuant to 2 C.F.R. §200.315(b), the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this award, contract, or subcontract pursuant to this award; and

(b) any work that is subject to copyright for which ownership was acquired by the Subgrantee or a contractor with support under this award.

In addition, the Subgrantee must obtain advance written approval from the KGGP and the Office on Violence Against Women and must comply with all conditions specified by the KGGP and the Office on Violence Against Women in connection with that approval before: 1) using award funds to purchase ownership of or a license to use a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

_____ (initials of Authorized Certifying Official)

32. **EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:** If required by federal (28 C.F.R. Part 42, Subpart E) and state law, the Subgrantee has formulated an equal employment opportunity (EEO) program.

The Subgrantee assures they have provided the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR) with a current Federal Office for Civil Rights EEO certification form and, if required, have created and submitted an EEO Utilization Report. Submissions must be made through the Equal Employment Opportunity Program Reporting Tool. Documentation of this submission must be maintained by the Subgrantee and submitted with the Civil Rights Compliance Form. For assistance in setting up a new account, please refer to the OCR EEO Reporting Tool Job Aid. The Subgrantee acknowledges that failure to submit an acceptable EEOP or applicable certification may result in suspension or termination of funding, until such time as the Subgrantee is in compliance. Technical assistance is available from the OCR at (202) 307-0690.

33. **CIVIL RIGHTS AND NONDISCRIMINATION:** The Subgrantee assures that all grant projects provided by the Subgrantee shall comply with all applicable nondiscrimination requirements including, but not limited to, the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§10228(c) and 10221(a); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000(d) *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794; Subtitle A, Title II of the Americans with Disabilities Act (ADA) of 1990, as amended, 42 U.S.C. §12131 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Juvenile Justice and Delinquency Prevention Act of 2002, as amended, 34 U.S.C. §11182(b); the Age Discrimination Act of 1975, 42 U.S.C. §6101 *et seq.*; the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. §12291(b)(13); Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39; Department of Justice regulations on nondiscrimination in certain education programs, 28 C.F.R. Part 54; and 28 C.F.R. Part 46 and all U.S. Department of Justice, Office of Justice Programs policies and procedures regarding the protection of human research subjects.

Subgrantees shall refer to the U.S. Department of Justice Guidance, Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013) and be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination.

Kansas Executive Order (EO) 19-02: Pursuant to EO 19-02, the Subgrantee shall expressly require all hiring must be on the basis of individual merit and qualifications and expressly prohibit discrimination based on race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that

is unrelated to the person's ability to reasonably perform the duties of a particular job or position.

Kansas EO 18-04: Pursuant to EO 18-04, the Subgrantee:

- Shall comply with all state and federal employment discrimination laws prohibiting sexual harassment and retaliation in the workplace;
- Shall establish agency policies regarding sexual harassment, discrimination, retaliation, confidentiality and anonymous reporting, applicability to intern positions, and training of the policy; and
- Shall conduct annual mandatory training seminars for all staff, employees, and interns in regard to the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

Civil Rights Contact: The name of the person who has lead responsibility for ensuring that all applicable civil rights requirements are met has been provided to the KGGP. This person shall act as a liaison for civil rights issues with the U.S. Department of Justice, Office of Justice Programs, OCR.

Civil Rights Finding: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Subgrantee, the Subgrantee shall forward a copy of the findings to the KGGP and the U.S. Department of Justice, Office of Justice Programs, OCR.

Civil Rights Policies and Procedures: The Subgrantee is required to have written policies and procedures in place to assure compliance with applicable civil rights laws, regulations, and policies.

Training: The Subgrantee assures all agency staff participate in annual training of its civil rights policies and procedures.

Civil Rights Compliance Form: The Subgrantee is required to complete the Civil Rights Compliance Form and submit the required documents. The KGGP will verify a current (less than one year old) completed form is on file before the grant award will be considered open.

34. EQUAL TREATMENT FOR FAITH-BASED AND OTHER NEIGHBORHOOD ORGANIZATIONS: All grant projects provided by the Subgrantee shall comply with the Equal Treatment for Faith-Based Organizations Regulation, 28 C.F.R. Part 38 and amendments thereto. The Subgrantee shall not discriminate against prospective program beneficiaries on the basis of religion. The Subgrantee shall not use grant funds for inherently religious activities, such as worship, religious instruction, or proselytization. Subrecipients of grants may still engage in inherently religious activities, but such activities must be completely separate in time or place from the grant-funded program

and participation in such activities by individuals receiving services from the Subgrantee must be voluntary. Further, the Subgrantee shall not discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Subgrantees are required to provide a written notice of beneficiary protections as set forth at https://www.law.cornell.edu/cfr/text/28/appendix-A_to_part_38.

35. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510, the Subgrantee certifies that it and its principles:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

36. POLITICAL ACTIVITY: The Subgrantee shall comply with all applicable federal and state statutes and regulations applicable to political activity restrictions and requirements including, but not limited to, The Hatch Act, 5 U.S.C. §7321-7326, as amended; 5 C.F.R. Part 733 and 5 C.F.R. Part 734 subparts A-G; K.S.A. 75-2953; K.S.A. 25-4169a; and K.S.A. 75-2949f. Frequently asked questions regarding The Hatch Act can be found at https://osc.gov/Pages/HatchAct-FAQs.aspx.

37. LIMITATION ON LOBBYING ACTIVITIES: The Subgrantee shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express prior written approval of the Federal Office on Violence Against Women and the KGGP, in order to avoid violation of 18 U.S.C. §1913.

As required by 31 U.S.C. §1352 and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 C.F.R. Part 69, the Subgrantee certifies that:

(a) No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Subgrantee shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

(c) The Subgrantee shall include the language of this certification in the award documents for all contracts entered into and shall certify and disclose accordingly.

38. LIMITED ENGLISH PROFICIENCY: Procedures are in place to ensure meaningful access by persons with limited English proficiency (LEP) that are eligible for assistance or services from any Subgrantee program assisted under VAWA. The Subgrantee is required to complete the Civil Rights Compliance Form. The KGGP will verify on an annual basis the Subgrantee has a LEP policy meeting federal criteria.

For additional guidance in complying with the LEP assurance, please refer to the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002) or www.lep.gov.

39. COMPUTER NETWORKS: The Subgrantee assures that (a) VAWA funds will not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

40. TEXT MESSAGING: The Subgrantee is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, pursuant to Federal Executive Order 13513, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. Kansas law prohibits texting while driving (K.S.A. 8-15,111).

_____ (initials of Authorized Certifying Official)

41. **HISTORIC PRESERVATION:** The Subgrantee is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §306108; Executive Order 11593; the Archeological and Historic Preservation Act of 1974, 54 U.S.C. §312501-312508; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. §4321-4335; and 28 C.F.R. Part 61 (NEPA) and 63 (floodplains and wetlands). The Subgrantee shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

42. **NATIONAL ENVIRONMENTAL POLICY ACT:** The Subgrantee is in compliance with the National Environmental Policy Act (NEPA), 42 U.S.C. §4321 *et seq*., and other related federal environmental impact analysis requirements in the use of these grant funds. The Subgrantee understands that this applies to new activities whether or not they are being specifically funded by these grant funds. That is, as long as the activity is being conducted by the Subgrantee and the activity needs to be undertaken in order to use these grant funds, this assurance must first be met. The Subgrantee shall notify the KGGP prior to any of the activities taking place. The activities covered by this provision are:

(a) New Construction;
(b) Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland or a habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
(c) A renovation, lease, or any proposed use of a building or facility that will either a) result in a change in its basic prior use or b) significantly change its size;
(d) Implementation of a new program involving the use of chemicals other than chemicals that are a) purchased as an incidental component of a funded activity and b) traditionally used, for example, in office, household, recreational, or education environments; and
(e) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee assures it will cooperate with the Federal Office of Justice Programs (OJP) in any preparation by OJP of a national or program environmental assessment of the funded program activity.

43. **PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS:** The Subgrantee shall comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons. Details related to this prohibited conduct related to trafficking in persons condition are posted at https://www.justice.gov/ovw/file/870596/download and are incorporated by reference in this assurance.

44. **DISCLAIMER OF LIABILITY:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any Subgrantee beyond that liability incurred under the

Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*) and shall not be held liable for the payment of damages resulting from the performance of installing, maintaining, or providing grant-funded services.

45. **INSURANCE:** The KGGP shall not purchase any insurance against loss or damage to any personal property purchased with grant project funds. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Subgrantee shall bear the risk of any loss or damage to any personal property purchased with grant project funds.

46. **ADDITIONAL REQUIREMENTS:** The Subgrantee understands and agrees to comply with any additional requirements that may be imposed during the grant performance period if the KGGP determines that it is warranted.

47. **MISUSE OF GRANT FUNDS:** Misuse of grant funds may result in a range of penalties, including suspension of current and future grant funds, suspension or debarment from state and/or federal grants, recoupment of monies provided under the grant award, and civil and/or criminal penalties.

48. **FRAUD, WASTE, AND ABUSE:** The Subgrantee shall promptly refer to the U.S. Department of Justice, Office of the Inspector General and the KGGP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim for VAWA grant funds under the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving VAWA funds. Additional information can be found at www.usdoj.gov/oig. Potential fraud, waste, abuse, or misconduct shall be reported to:

Office of the Inspector General U.S. Department of Justice Investigations Division 1425 New York Avenue, N.W. Suite 7100 Washington, DC 20530 Email: oig.hotline@usdoj.gov Hotline: 800-869-4499 Hotline Fax: 202-616-9881	AND	Kansas Governor's Grants Program Landon State Office Bldg, Room 304 North 900 SW Jackson Street Topeka, KS 66612-1220 Phone: 785-291-3205

49. **NON-DISCLOSURE AGREEMENTS AND PROHIBITIONS ON REPRISAL:** The Subgrantee shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. This requirement is not intended to contravene requirements applicable to Standard Form 312 (relating to classified information), Form 4414 (relating to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

_____ (initials of Authorized Certifying Official)

The Subgrantee shall comply with 41 U.S.C. §4712 and shall not discriminate against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subgrantee shall inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. §4712.

50. **UNUSED FUNDS:** The Subgrantee shall return to the KGGP any unused grant funds on hand within 10 business days after the final Financial Status report is due.

51. **FAILURE TO COMMENCE GRANT PROJECT:** If the activities described in the grant application have not commenced within 60 days after acceptance of the grant award, the Subgrantee shall report in writing the steps taken to initiate the grant project, the reasons for delay, and the expected starting date. If the activities have not commenced within the next 30 days of receipt of the above correspondence, a further statement in writing regarding the delay shall be submitted to the KGGP. Upon receipt of the second correspondence, the KGGP may terminate the grant and all unused grant funds shall be returned together with a complete accounting of all expenditures.

52. **RIGHT TO TERMINATE:** The KGGP reserves the right to terminate any grant award and cease payment to the Subgrantee for failure to comply with applicable laws, regulations, and/or terms and conditions of the grant assurances. Further, the KGGP may seek reimbursement of any or all grant funds and may reclaim any equipment, durable goods, and other property purchased with these grant funds if the Subgrantee fails to perform in accordance with the terms of the grant assurances and reporting requirements.

53. **CORRESPONDENCE AND REPORTS:** Grant Assurances shall be signed, scanned, and emailed to kggp@ks.gov or mailed to the **Kansas Governor's Grants Program, Landon State Office Building, Room 304 North, 900 SW Jackson Street, Topeka, Kansas 66612-1220**. All other correspondence, reports, and documentation required by this grant shall be submitted through the Kansas Governor's Grants Program Grant Portal, unless otherwise noted and described in the 2020 VAWA Reporting Requirements. The Subgrantee further understands and agrees that by submitting financial reports on the Grant Portal they are certifying to the following statement: "To the best of the Subgrantee's knowledge and belief the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. The Subgrantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Subgrantee to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise."

54. **SPECIAL CONDITION(S):**

(a) **The Subgrantee shall attend a webinar training regarding the Grant Assurances and Reporting Requirements at 9:30 am, March 5, 2020. Failure**

to participate in the webinar could result in the interruption or suspension of the grant award. The KGGP will email access instructions to the Subgrantee primary contact prior to the event.

(b) The Subgrantee is required to complete the Civil Rights Compliance Form and return the Form and applicable documentation, with the signed Grant Assurances, no later than March 9, 2020. This subaward will not be considered approved until the KGGP Analyst has conducted a civil rights compliance review.

(c) The Subgrantee shall revise the budget in the Grant Portal to 1) reduce the Detective line item and associated fringe benefits to no more than 10 months; 2) provide detailed computations in the description fields for all requested line items; and 3) identify the specific non-federal match source(s) in the description field of each applicable line item, no later than March 16, 20209.

(d) The Subgrantee shall update the General Information screen of the Grant Portal to provide an appropriate 'Proposed Grant Project Name' that reflects the VAWA-funded activities to be conducted with this grant award, no later than March 16, 2020.

(e) The Subgrantee shall upload to the Attachments tab of the Grant Portal the required Current and Next Fiscal Year Agency Budgets to include income information, per grant solicitation instructions, no later than March 16, 2020.

(f) The Subgrantee shall, if hiring for the new Detective position from within, back-fill any agency positions that may become vacant from such hire.

(g) The Subgrantee shall submit all supporting financial documentation with the Financial Status Reports. Supporting financial documentation shall include, but is not limited to, a detailed General Ledger or comparable accounting report that provides fund-specific allocation of expenses, payroll ledgers, check stubs, time and activity records, invoices, and travel expense reports. Failure to submit the supporting documentation could result in the interruption or suspension of grant monies. This requirement will be re-evaluated after the first three months through March 31, 2020, have been reviewed.

55. REQUIRED SIGNATURE:

As the Authorized Certifying Official, I have read and fully understand this Grant Assurances document. By signing, I accept the conditions stated in this document.

_____

Signature of Authorized Certifying Official Date

_____ (initials of Authorized Certifying Official)

_____

Type or Print Name of Authorized Certifying Official

_____

Title

_____

Address (Street, City, State, Zip Code)

_____ (initials of Authorized Certifying Official)

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 5

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: ALAN ABRAMOVITZ, HUMAN RESOURCES MANAGER
JAMES BELCHER, CHIEF OF POLICE

Agenda Item: Consider authorizing the addition of one full time employee (FTE) to the Police Department's 2020 budget

Strategic Priority: Maintain Quality of Life

Department: Police Department

Staff Recommendation:
Staff recommends authorizing the addition of one (1) full time employee (FTE) to the police department's 2020 budget.

Background/Description of Item:
City Council authorized an agreement between the City of Gardner and Kansas Governor's Grant Program (KGGP) to initiate the implementation of a special investigative position that specifically addresses violent crimes committed against women, including sexual assault and domestic violence, by hiring a Detective dedicated to that position.

Currently the Police Department has one Detective Sergeant and two Police Detectives. As a result of the agreement with KGGP, staff is requesting one additional Police Detective FTE for the Police Department. This would increase the total Police Department FTEs from 39 to 40.

Financial Impact:
Funds for the new special investigative Detective Position will come from:

KGGP $57,471
City of Gardner General Fund $18,839

Suggested Motion:
Authorize the addition of one full time employee (FTE) to the Police Department's 2020 budget

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 6

MEETING DATE: MARCH 2, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

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

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

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

Background/Description of Item:
City Council adopted Resolution 2033 at the October 7, 2019 meeting and Ordinance 2630 at the October 21, 2019 meeting condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance.

The acquisition of properties is being handled per our consulting engineer, land acquisition specialist, and city attorney following Federal Real Property Acquisition requirements. The legal description for Tract 3 has been revised since the original ordinance necessitating a new ordinance.

City representatives are continuing to work on negotiating a settlement on Tract 3. Should the parties be unable to reach an agreement, an eminent domain action may be required.

Attachments included:
- Ordinance No. 2654

Suggested Motion:
Adopt Ordinance No. 2654, an ordinance condemning land for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project located within the City of Gardner, Johnson County, Kansas, and directing the City Attorney to institute eminent domain proceedings as provided by law to acquire the tracts and parcels of land described in this ordinance.

ORDINANCE NO. 2654

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS:

The following described land is hereby condemned and appropriated to the City of Gardner, Kansas for the location, laying-out, construction, reconstruction, operation, use, maintenance and repair of a roadway improvement project known as the 191st Street Realignment Project, all within the City of Gardner, Johnson County, Kansas, to-wit:

See Exhibit "A", which is attached hereto and incorporated herein by reference;

1. It is hereby found that the costs of such project will be paid by the City of Gardner, Kansas and the Kansas Department of Transportation.
2. The City Attorney is hereby ordered and directed forthwith to commence proceedings for the acquisition of the above-described property and to do and perform all things which might be necessary and required by law to acquire the aforementioned rights in and to said property.
3. This ordinance shall take effect and be in force after its passage, approval and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF GARDNER, KANSAS THIS 2nd DAY OF MARCH, 2020.

_____
Steve Shute, Mayor

ATTEST:

_____
Sharon Rose
City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk
City Attorney

EXHIBIT A

<u>Project Tract No. 3</u>
Fee Simple Owner: **RS Associates, LLC**
c/o Rakesh Gupta, Registered Agent
13316 W. 138th Street
Overland Park, Kansas

Legal Description of the Real Property to be acquired for Permanent Utility Easement

All that part of Lot 1, SHEAN'S SETTLEMENT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Southwest corner of said Lot 1; thence N 2° 32' 06" W along the West line of said Lot 1, a distance of 42.07 feet; thence departing said West line N 87° 27' 54" E, a distance of 20.00 feet to a point on the East line of a 20 foot water line easement established by said plat, said point also being the Point of Beginning; thence N 2° 32' 06" W along said East line, a distance of 2.96 feet; thence departing said East line N 0° 14' 08" W, a distance of 41.59 feet to a point on the Southeasterly line of a 20 foot water line easement established by Book 5436 at Page 402 as recorded in the Register of Deeds Office, Johnson County, Kansas; thence N 43° 16' 53" E along said Southeasterly line, a distance of 29.05 feet; thence departing said Southeasterly line S 0° 14' 08" E a distance of 43.47 feet, to a point on the Northwesterly line of a 15 foot utility easement established by said plat; thence S 41° 41' 09" W along said Northwesterly line a distance of 29.76 feet, to the Point of Beginning, containing 881 square feet, more or less.

Legal Description of the Real Property to be acquired for Temporary Construction Easement:

All that part of Lot 1, SHEAN'S SETTLEMENT, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence N 87° 27' 54" E, along the North line of said Lot 1, a distance of 10.00 feet, to the Point of Beginning; thence continuing N 87° 27' 54" E, along said North line, a distance of 145.00 feet; thence S 2° 32' 06" E, a distance of 47.70 feet; thence S 87° 27' 54" W, a distance of 102.32 feet; thence S 2° 32' 06" E, a distance of 7.08 feet; thence S 55° 04' 27" W, a distance of 41.07 feet; thence S 2° 32' 06" E, a distance of 60.00 feet; thence S 87° 27' 54" W, a distance of 8.00 feet to a point to be known hereinafter as Point A; thence N 2° 32' 06" W, a distance of 136.78 feet to the Point of Beginning;

and also:

Commencing at aforesaid mentioned Point A; thence S 2° 32' 06" E, a distance of 145.00 feet to the Point of Beginning; thence S 37° 45' 09" E, a distance of 104.04 feet; thence N 87° 27' 54" E, a distance of 40.00 feet; thence N 59° 34' 04" E, a distance of 192.35 feet; thence S 29° 06' 00" E, a distance of 30.25 feet to a point on a curve being the South line of said Lot 1; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 59° 00' 43" W, a radius of 850.00 feet, a central angle of 3° 49' 15" and an arc distance of 56.68 feet to a point of non-tangency; thence S 34° 48' 32" E along said South line, a distance of 10.00 feet to a point on a curve; thence Southwesterly along a curve to the left, having an initial tangent bearing of S 55° 11' 28" W, a radius of 840.00 feet, a central angle of 13° 03' 20" and an arc distance of 198.00 feet to a point of tangency; thence S 41° 41' 09" W, a distance of 124.04 feet; thence N 2° 32' 06" W, a distance of 272.45 to the Point of Beginning, which together contain 34,438 square feet, more or less.