AGENDA

GARDNER CITY COUNCIL

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

**If you wish to provide written public comment regarding any items below by email, please provide them by noon on August 3, 2020 to cityclerk@gardnerkansas.gov. The meeting will be open to the public **

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

1. Consider holding a public hearing to receive public input regarding the amendment of the FY 2020 budget
2. Consider holding a public hearing to receive public input regarding the proposed FY 2021-2022 Budget

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 July 20, 2020.
2. Standing approval of City expenditures prepared July 16, 2020 in the amount of $542,952.01; and July 24, 2020 in the amount of $614,120.07.
3. Consider authorizing the execution of an agreement amendment with BHC Rhodes, Inc. to design the US-56, Moonlight Road to Old-56 improvements
4. Consider authorizing the execution of an engineering services contract to George Butler and Associates (GBA) for the preliminary design of a new South Wastewater Treatment Plant
5. Consider a recommendation to settle eminent domain with Pinnacle Construction
6. Consider the appointment of Jacob Wells to the Utility Advisory Commission

PLANNING AND ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

1. Consider adopting an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs

NEW BUSINESS

1. Consider authorizing the execution of an amendment to the existing contract with Central Square, Inc.
2. Consider adopting a resolution authoring the execution of a Cooperation Agreement for the Kansas Housing Assistance Program
3. Consider adopting a resolution approving the 2021-2025 County Assistance Road System Program for road improvements within the City of Gardner, Kansas

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT

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

COUNCIL ACTION FORM — PUBLIC HEARING ITEM NO. 1

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

Agenda Item: Public hearing for amendment of the FY 2020 Budget

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends the Governing Body hold a public hearing to amend the FY 2020 budget, as required by K.S.A. 79-2929a.

Background/Description of Item:
The Governing Body adopted the FY 2020 Budget at the August 5, 2019 Council meeting. The Governing Body's approval of the annual budget sets the expenditure authority for the City's various funds for that budget year.

K.S.A. 79-2929a permits governing bodies to amend their current budget and requires the same notice and public hearing process as required for adoption of the original budget.

In order to avoid a potential budget violation for the FY 2020 budget a "housekeeping/technical" budget amendment is needed to increase expenditure authority for the recently created Land Bank Fund and Main Street Market Place TIF Fund. In compliance with K.S.A. 79-2929a, the proposed increase shall be balanced by previously unbudgeted revenues in revenue other than ad valorem property tax. The Lank Bank Fund is funded by a $5,000 transfer from the General Fund. The Main Street Market Place TIF Fund is funded from incremental revenues generated by the Main Street Market Place TIF District. There is no additional mill levy associated with this budget amendment.

In summary, the cause of the "housekeeping/technical" amendment is the creation of new funds to support economic development.

In compliance with K.S.A. 79-2929, the Notice of Budget Hearing was published in the June 21st edition of *The Legal Record*.

Attachments Included:
- *Amended Certificate for Calendar Year 2020*

Suggested Motion:
Hold a public hearing to receive public input regarding the amendment of the FY 2020 budget.

COUNCIL ACTION FORM — PUBLIC HEARING ITEM NO. 2

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Public Hearing for the proposed FY 2021-2022 Budget

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

Department: Finance and Administration

Staff Recommendation:
Staff recommends the Governing Body hold a public hearing for the proposed FY 2021-2022 Budget, as required by K.S.A. 79-2929.

Background/Description of Item:
Although the City prepared a biennial budget for FY 2021-2022, Kansas law requires annual budget approval. The Governing Body is scheduled to adopt the proposed FY 2021 budget on August 17, 2020.

Kansas law requires a public hearing prior to the adoption of the budget. Per K.S.A. 79-2929, "Prior to the filing of the adopted budget with the county clerk, the governing body of each taxing or political subdivision or municipality shall meet for the purpose of answering and hearing objections of taxpayers relating to the proposed budget and for the purpose of considering amendments to such proposed budget. The governing body shall give at least 10 days' notice of the time and place of the meeting by publication in a weekly or daily newspaper of the county having a general circulation therein. […]"

In compliance with K.S.A. 79-2929, the Notice of Budget Hearing was published in the July 21st edition of *Legal Record*.

As one of the key components of Priority-Based Budgeting is "stakeholder input," comments from the public are encouraged.

Suggested Motion:
Hold a public hearing to receive public input regarding the proposed FY 2021-2022 Budget.

RECORD OF PROCEEDINGS
OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
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July 20, 2020

The City Council of the City of Gardner, Kansas met in regular session on July 20, 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, Mark Baldwin, Randy Gregorcyk and Tory Roberts. City staff present were City Administrator James Pruetting; Police Captain Lee Krout; Utilities Director Gonzalo Garcia; Public Works Director Michael Kramer; Finance Director Matthew Wolff; Parks and Recreation Director Jason Bruce; Planner Robert Case; City Engineer Tim McEldowney; Human Resources Manager Alan Abramovitz; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the attached sign-in sheet and others who did not sign in. Council Vice President Rich Melton was absent.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Proclaim the month of July 2020 as Park & Recreation Month in the City of Gardner, Kansas

Mayor Shute read into record a proclamation that the month of July 2020 be known as Park & Recreation Month in the City of Gardner, Kansas.

2. Presentation on the Waverly Road Project, 175th to Madison

City Engineer Tim McEldowney provided an update to the Waverly Road project, and brought fourth items that may need attention and direction from the governing body. The original project was Waverly, at Santa Fe/175th north to Madison. It does not include the intersection at Santa Fe, because that's part of the current project, but does include reconstruction of the intersection at Madison St. As they got into the Santa Fe project, they found that Waverly south of Santa Fe is deteriorating rapidly. Crews have patched often. As an Alternate #1 to the project, they could include structural improvements to that section of road. Additionally, on the north end, they could look at additional work there, widening the road from Madison north to Fountain St. The reason would be to provide better access for the school and extend the three-lane section past the school entrance. The main purpose of the presentation today is the intersection of Waverly and Madison. Kristen Leathers-Gratton, with Affinis Corporation, will go over more of the details.

Ms. Leathers-Gratton stated they are working on the base project of Waverly, north of Santa Fe, to and including the intersection at Madison. There is congestion during the school year during peak hours. They conducted traffic counts to perform a traffic study. The first question was 'can a signal be installed to alleviate congestion?' There are 8 warrants, or criteria, to meet to justify a signal installation. The first four warrants were not met and it was determined a signal was not warranted. They are already widening the street to three lanes allow for a dedicated left turn lane north and south, which will alleviate some of the backup for through traffic, but there are other improvements that can be made.. Madison is the stop condition; Waverly is the through street. Leathers-Gratton shared the Level of Service classifications scale rated on delays by second per vehicle. She showed the current configuration illustrating that Waverly is a Level A service, but Madison is a variation of lower levels. Breckenwood development is preparing to begin to the west and add additional traffic on Madison. Adding those counts to the current configuration worsens the level of service on Madison. She illustrated a proposed improvement of a three-lane section on each side of the intersection, as Madison is wide enough to stripe for a dedicated left-turn lane. At the 2020 level of service, Waverly maintains an A, while Madison straight through east and west are a B/C level, and Madison left-turns are lower levels. Looking to 2040 and those left turns fall to a level F, or a long delay. Another solution would be a 4-way stop, since a signal is not warranted. With that, Waverly straight through is level A/B. East and west lanes improved to B or A. In 2040, Waverly through lanes reduce to a level C. In this way, it is equitable across all lanes, but this is looking at a peak hour. Waverly is looking at another 22 hours of the day with through movement and people will be stopping even if there's not traffic on the east/west lanes. Issues will be driver impatience, rolling through the stop sign, which are safety hazards for a 4-way stop. Another solution is a

roundabout. Public Works Director Kramer and City Engineer McEldowney brought this solution forward. It's a viable option that improves driver safety and pedestrian safety, and minimizes congestion through the intersection during peak hours. Current year volumes all four legs would be level A. In year 2040, the majority of the legs have a level A, with only a level B on the south leg, because from the north, entering the roundabout to turn left to go to the schools, there's more traffic coming through the circle and the south leg may wait to make their right turn. With this, all are performing well and are more equitable across all four legs. The roundabout is the best option, if congestion is concerned. There are fewer conflict points, good visibility across the circle, reduces the chance of an injury accident, promotes slower speeds, keeps traffic moving, provides a refuge islands for crossing pedestrians, paved apron on the middle would allow for encroachment for large vehicles, although it's configured for buses and emergency vehicles to not need that encroachment. Roundabouts are prevalent throughout the metro, and there is one on Grand and White Drive.

Ms. Leathers-Gratton said base project original budget was $3 million. They determined they could do a widening as opposed to a full pavement replacement, and kept an open ditch section instead of curb and gutter. This resulted in significant savings that allowed for flexibility in the budget. The base project costs for Waverly Road is around $2.2 million, based on current bid prices with a 15% contingency. The additional roundabout cost is $514,000. The other pieces mentioned, Alternate 1 south to 56 and Alternate 2, north to Fountain St. Alternate 1 would be $872,000 and Alternate 2 would be $221,000. The total project would be around $3.8 million.

Councilmember Baldwin asked if the south option needs a complete reconstruction, how much would the city save now versus waiting 2-3 years. Ms. Leathers-Gratton said there would be inflationary costs, and if it's done as part of this project there is economy of scale by having the contractor mobilized once. They could phase it in such a way to not hinder school traffic.

Mayor Shute said that it's $800,000 not currently budgeted. Finance Director Wolff said they will have to model it out in the special highway fund. There are a lot of projects schedule out in the 5-year CIP. They plan to use most of the fund balance paying debt service over time. McEldowney noted there are other options for intermediate improvements that could buy some time, if they chose other things that are more important. Councilmember Baldwin noted if they remove the south piece, it's on budget and they get the roundabout. He recommends they delay the south piece for a few years, as budget changes or development comes in. McEldowney said they can set chunks aside as alternates when bidding, then when the bids come in, they can make a better decision.

Councilmember Gregorcyk appreciated the presentation. He is concerned with the intersection at Waverly and 56 Hwy. There is a large amount of heavy truck traffic, and the angle of the intersection is bad. If there's an inexperienced driver, it is hazardous. The roundabout fixes the immediate issue, but 56 and Waverly is a concerning intersection. Mayor Shute said there is room for discussion for that on a future project, but it's not part of this discussion. McEldowney said they have done some preliminary work with KDOT to look at improvements. KDOT wanted to realign Waverly to meet 56 at a right angle, which is a benefit. Staff had consultants look at keeping the existing alignment and making alternate safety improvements to make turning safer, but it will be pricey. Gregorcyk said realignment was discussed in recent years, and he would like to keep that on the list of priorities.

Councilmember Roberts likes the roundabout possibility. She also likes how they can bid alternates and get better prices to add on to the base project.

Councilmember Winters likes the roundabout and said this is a good place for it.

Mayor Shute asked how much consultation they had with fire department and school district. He knows there have been concerns in the past with emergency vehicles getting through. McEldowney said they have not reached out to either entity yet. If the roundabout is what they choose, he will contact them and work with them. Regarding fire trucks, that's something they will work through with the fire department, if they have concerns about the size of the radius. Shute said they expressed concerns about the roundabout at White and Grand. He wants to make sure they are kept in the loop. McEldowney said the apron around the middle is a nice feature to keep the roundabout smaller, but allow a buffer for emergencies. Shute asked if the apron would get torn up, as that's been seen before, damage from large vehicles. McEldowney said it can be a maintenance issue, but it would be a rare occurrence.

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Mayor Shute asked if staff is looking for consensus. McEldowney said yes, but it sounds as if the roundabout is a go, and they will also bid with alternates. They will come back to council with the bids and determine what they will build. Shute asked to be kept informed of the discussions with the school district and fire department.

PUBLIC HEARING

PUBLIC COMMENTS

Jeremy Thurston, 653 E Apache St., submitted a comment via email, read into record as follows: I would suggest to council that providing a city wide clean up service at an estimated cost of $55,000 is neither a prudent use of tax dollars in this current environment, nor does it seem to fit under what limited services government should provide, based on the philosophies of at least a few members of the Governing Body. If you are serious about keeping spending under control, this would seem to be an easy and obvious, albeit potentially unpopular, item to remove from our expenses. Thank you for your time.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on July 6, 2020.**
2. **Standing approval of City expenditures prepared July 2, 2020 in the amount of $83,269.05; and July 10, 2020 in the amount of $510,749.56.**
3. **Consider authorizing an amendment for easement acquisition and support as part of the Hillsdale Expansion Project**
4. **Consider appointing a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors**
5. **Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2020 City-wide Clean Up**

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

Councilmember Winters made a motion to approve items 1-4 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, Consider authorizing the execution of a contract with Gardner Disposal, Inc. for the 2020 City-wide Clean Up

Councilmember Gregorcyk noted the projections versus budget amount, and not being able to monitor on the fly, he doesn't think they should spend $55,000. They could bring this to a work session and discuss. This is not a good use of taxpayer money. Mayor Shute asked City Administrator Pruetting about the costs and what the overruns are each year. Pruetting noted they didn't have limitations on tonnage before. The amount indicated in the CAF is accurate. The price per ton is the major concern. There is only one bidder, and the price has gone up significantly. The collectors won't go through items; their job is get through as much of the community as they can as quickly as possible. Limiting and keeping tonnage down below the projected $77,000 will be difficult. Shute noted there have been more home improvement projects that will add to the refuse. Councilmember Winters noted some of those items aren't allowed. Shute asked how they will police that. Winters said if they know they aren't picking up construction material, it's easy to leave it. They can't monitor tonnage as they go, but the can leave the items that are not allowed. Pruetting said that's only if the materials are separated, but it's easy to comingle those items.

Mayor Shute asked about other options if they do not approve this. Pruetting suggested they can point them to private services. A resident told Pruetting she called a company and they came out when she requested and it

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was $15. There are other options through several companies. Councilmember Gregorcyk said there are alternatives available versus being supplemented through at tax-funded cost. Councilmember Roberts recalled a time in the past when they stopped providing this service. There are other options. They may need a work session to discuss. They may consider offering this service every other year, as opposed to every year. There may be more limitation or seek other bidders.

Mayor Shute is in favor of suspending it for this year, pending further discussion for other options. Councilmember Winters doesn't think they need a work session. Councilmember Roberts said she would say no for this year, but maybe other years there is a possibility. She's not sure if it's a work session, but there could be other alternatives. Councilmember Baldwin asked of the people that use this service, how much are the taxpayers paying for each of those residents' pick-up. At a certain point, it's cheaper for them to have called a company themselves. He doesn't believe this is a service the city should be paying for. He shouldn't have to pay for another person's trash. The taxpayer should not be subsidizing other taxpayers for their trash. The city does not have a recycling program, like Olathe. They could have different companies come in once a year, like an electronic scrap day, and that may reduce the amount they need to have hauled away. Baldwin is in favor of pulling this from this year.

Mayor Shute noted the amount per ton has gone up considerably over the last several years and is putting a burden on the budget. Councilmember Gregorcyk noted budget projections showed $600,000 in lost revenue and this contract is more than 10% of that. They need to make good financial decisions, and he moves to remove this item. Councilmember Winters noted this is already in the budget. Director Wolff confirmed it's in the budget. Pruetting said it was a contingency item to be discussed later, and now is the time for discussion. Gregorcyk clarified the budgeted amount was $55,000. They are at $77,000 currently. Pruetting said that was the estimate before they put limitations in place, but the tonnage cost went up 30% in one year. Winters asked if the tonnage cost increase was just discovered. Director Kramer said they bid in the spring; Gardner Disposal's price was $220 a ton. They revisited it recently, and the price was the same. Gardner Disposal uses the Olathe Transfer station, and their costs have more than doubled since 2017. Kramer noted that other cities that offer this type of program are facing similar issues and are making major changes or eliminating the program.

Mayor Shute said it's hard to justify. They can remove it from the agenda, and revisit next year or look at other alternatives. They don't need a motion; they can strike it and not consider it. Is there consensus to do that? Councilmember Winters said no. Shute noted, but there is a majority. The item was struck from the consent agenda.

PLANNING & ZONING CONSENT AGENDA

1. **Consider accepting the dedication of right-of-way and easements on final plat FP-20-02 for Prairie Trace Meadows, 1st Plat**
2. **Consider accepting the dedication of right-of-way and easements on final plat FP-20-03 for Prairie Trace Estates, 1st Plat**

CA Pruetting noted they will pull Item 2 and make a modification regarding easement.

Councilmember Baldwin made a motion to approve Item 1 on the Planning & Zoning Consent Agenda.

Councilmember Gregorcyk Seconded.

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

Discussion on item 2: Consider accepting the dedication of right-of-way and easements on final plat FP-20-03 for Prairie Trace Estates, 1st Plat

City Attorney Denk said since this was passed at the Planning Commission, they have had further discussion with WaterOne about the nature of the easement they require for the installation of the water main. There is a 15-ft utility easement west of Clare Rd. Per WaterOne specifications, they require 20 feet. City Administrator Pruetting spoke with the developer, and Denk requests a stipulation be added to the acceptance of dedications of right-of-

way and easements that revised a drawing and showing a 20-ft utility easement west of Clare Rd be reflected on the revised drawing.

Councilmember Winters made a motion to accept the dedication of rights-of-way and easements on the revised final plat for Prairie Trace Estates 1st Plat, FP20-03, as amended to include language for a 20-ft easement west of Clare Road.

Councilmember Baldwin Seconded.

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

COMMITTEE RECOMMENDATIONS

1. **Consider adopting an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs**

Utilities Director Gonz Garcia said this item came about in 2017. The wastewater master plant was updated and it was recommended the city implement two programs, the Inflow & Infiltration (I&I) program and the Fats, Oils & Grease (FOG) program. The I&I program was adopted in 2018. The current Gardner Municipal Code was reviewed and found to have no references related to preventing I&I or FOG. Staff recommends amending Chapter 13.35. It was presented to the UAC on June 6, and they approved a recommendation to council for the amendment. Because of questions the raise, staff prepared a presentation to highlight the points of the ordinance. Garcia said Section 13.35.095 states "No person shall make connection, either directly or indirectly, of roof down spouts, interior or exterior foundation or footing drains, area drains, crawl space drains, or other sources of surface runoff or groundwater to a building sewer or building drain which is connected to a public sanitary sewer or to a public sanitary sewer directly. Nor shall any person break, damage, destroy, uncover, deface, tamper with, alter or substantially impair the use of any fittings, joints, plugs, caps, or part of a plugged building drain or building sewer to prevent inflow from such sources directly or indirectly into the public sanitary sewer system", making illegal connections not allowed. Garcia transferred the presentation to Utility Senior Staff Engineer Jeff LeMire.

LeMire said the program pertains to the Food Service facilities within Gardner that create Fats, Oils, and Grease. This Code addition is being proposed to help minimize the impacts to the collection system for the health and safety of residents and businesses downstream from the source of the FOG. Currently, Line Maintenance is spending 2 weeks a month performing monthly inspections pertaining to Fats, Oils and Grease as well as root and low points within the system where FOG collects. This is typically a crew of 3-4 line maintenance staff performing this work, which is approximately 160 hours a month, 1,920 hours a year. This manpower could be focused on other tasks. The FOG program being outlined in the Code addition will provide permitting, design requirements, processes and procedures for cleaning, handling failed systems, inspection, and tracking of these items. To help prevent the blockages, spills and lower O&M costs, grease interceptors will be installed at food service facilities to prevent FOG from entering the system. Major restaurants like McDonald's, Burger King, KFC, just put in a larger interceptor last year. They followed the Johnson County Wastewater (JCW) regulations, and that's what this system is being based on. In addition to staff spending two weeks a month on FOG and root maintenance, that staff is also going to lift stations with the wastewater treatment staff to clean out grease clog. JCW uses the permit process staff are proposing with an annual permit fee of $348. Olathe funds the program through building permits and system development fees. City of McPherson uses a monthly fee based on the wastewater-billing category of $100 or $110 per month charged to those facilities. Staff recommends a permit process and annual permit fee following the JCW program that is the basis of most programs in the area. As stated, the Code will be an annual permit fee based system that allows multiple options to deal with collecting FOG before it enters the collection system. There are variances, waivers and interceptor design options depending upon the business type, location and discharge rates of the facilities. The proposed fee is $250, and covers the initial development review, the first year of operation fees, and inspection. If a business has a failure and needs to repair, that $250 fee will be assessed to that year's annual rate. City staff will be performing inspections, providing businesses with information packets to educate them through the inspection and tracking process. This code also covers the re-inspection fee schedule. The code has specific design standards and this information will be uploaded to the Utilities website along with other educational

materials. Existing facilities will be exempt from the code, provided they are not found to be contributing to the FOG system. If they are found to be contributing to FOG, their facility will be inspected. If deficiencies are found, they will receive a notice with recommended maintenance or additional training for on-site staff or additional BMPs added to their system. If they can't become compliant using those methods, then they must come into full compliance within two years, allowing time to budget and plan. The code also allows for alternative grease removal systems, which requires a variance process outlined in the code. Staff will need to be trained to perform these inspections, and will work with JCW. City staff will shadow them on inspections.

Councilmember Gregorcyk asked how many commercial businesses would be affected by this. LeMire doesn't have that list today. He will work with other city staff to create the list and make contact. Gregorcyk said once the list is created and contact made, they would have two years to be compliant. LeMire said only if they are found to contribute to the FOG. Gregorcyk asked if church kitchens would be required. LeMire and City Attorney Denk said those are not commercial businesses. Gregorcyk asked what the penalty is if the business is not in compliance in two years. He didn't find any non-compliance fee or enforcement actions. Denk said it's a required permit to operate a food service. Gregorcyk clarified if they don't get the permit, they don't get to open.

Councilmember Baldwin asked with the normal cleaning process is it possible to determine who is contributing. Is it possible, instead of everyone paying an inspection fee years for something they may not be doing, that staff can determine who is at fault? LeMire said with the CCTV system in place, staff can narrow it down. Baldwin said having an additional business fee 'just because' isn't good. If they can determine a business has this problem it would be better to go after contributors rather than have all pay a fee for something they aren't contributing to. Councilmember Winters concurred. Mayor Shute said any businesses existing before this code, unless there are FOG issues. LeMire said there are exemptions for existing businesses. They have to come into compliance if staff finds their business is producing FOG. Baldwin said if they do that for the pre-existing, the new should fall under the same umbrella. Why charge a new business tomorrow a $250 fee if they are not charging one yesterday and still use the camera to find out if they are in compliance? Councilmember Roberts asked if they would just have new businesses install the right gear as part of the permitting process. LeMire said, during permitting process, new businesses meet with Planning to discuss requirements. The FOG program is worldwide. Shute said the FOG program is important, but why issue another permit fee, in addition with other permit fees currently for new businesses when the requirements are already part of the planning process. Baldwin said they can update design standards to enforce that. City Attorney Denk said when discussing the appropriate fee, it needs to be representative of the city's costs in doing the inspections. It's not just a fee that isn't associated with city activity and city inspection. After the first time, there's continued re-inspection. LeMire said there would be an annual inspection. The plan is to divide the city into quadrants and inspect quarterly to ensure compliance. Many communities provide annual inspections. Shute noted the plan review fee imposed on the business for that portion of the plan review. LeMire said the fee is to review and ensure the appropriate devices are installed and that $250 would be their fee for that year. Shute said then they would assess them a $250 annual fee every year after that. Roberts said existing businesses, if inspected, don't have to pay the $250 fee because they are grandfathered in. LeMire said they are, unless they are found to have FOG issues. Baldwin said they can add design standards. If there is additional overhead for the initial inspection, the inspection fee can be slightly higher, but to have a large fee upfront and ongoing is unnecessary. LeMire said that's why he looked to neighboring communities. Olathe covers it through development processes, but JCW is the model staff proposed. They use a fee of $348. McPherson charges $100-$110 per month. Baldwin asked if JCW charges a fee because they don't charge penalties for non-compliance? LeMire said in this there are no fees, but businesses can be shut down as part of the permit. Baldwin said they should have a fine schedule instead. There isn't a lot of overhead because the city already inspects. If there's an issue and the city has to clean it out, then the city needs to recoup that and they pay a fine. Shute said they can punish violators and not just all businesses. Gregorcyk asked if staff is able to pinpoint one specific business being a contributor? LeMire said there are some businesses that staff can pinpoint. Gregorcyk said to Baldwin's point, penalize them or shut them down. LeMire said this code allows staff to inspect, and they can find devices that are clogged or not working properly. Gregorcyk noted the plan review fee, is that to recoup labor costs or built around a comparable fee in the city's fee structure? LeMire said they looked at other city fees. Shute asked if they could look Olathe's system that is part of the development fees for different types of businesses. If there's a need to inspect, they will be done on a need by

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need basis. The city already permits based on type of business classification. This would be simpler for businesses. Baldwin said they can check upfront on what they need to be open. The city can educate on better use of the system. Denk said the way the ordinance is written for permitting requirements for existing grease interceptors is there is a require annual permitting process under Subsection D. Each year they have to re-permit and satisfy the requirements of that section. There will be staff time associated with that. Shute said they can take that into consideration with the permitting development fees the city currently has. Baldwin asked why they would need to revisit every year with normal inspections of the system. When they find evidence of something, there's probably cause to start looking further. That's when they adjust the fine structure, if one is created, that would cover the additional manpower. LeMire said annual line inspection does not cover every line every year. It takes 5-6 years to hit every line. Denk said with this code, it's not installed and done; the ongoing regular maintenance requirements and verification that the hauler is recognized by the county and city, and that can change year over year. LeMire added that they take it to a place that will treat it appropriately. Baldwin said they can collect information and send in a form that updates who is handling it. They could update on file every year, and if they don't update, the city won't issue a permit. They don't have to be charged; the city isn't doing any work. Winters clarified that existing businesses will be inspected and if staff suspects they are contributing to FOG, they can investigate further, but other than that, there are no fees. Shute said existing businesses are grandfathered in. Roberts said new businesses are required to pay the permit fee every year. Winters said once they've paid the first year and had the initial inspection, they become an existing business.

Mayor Shute said they may have consensus to review and model after the Olathe program and revisit at a later meeting. Director Garcia asked which fees they would like removed, and then summarized the fee schedule. Shute said they want to review fees one and two. That is the plan review fee and whether or not they assess that for every food service business coming into the city in addition to their existing food service permitting fees already paid; and the operating fee charged on an annual basis to get a permit. Baldwin said he understands it's being proactive, but if one is getting checked and one is not, there will have to be further inspection to determine how much is being contributed. They will need a fine schedule for a big contributor to the problem. Everyone pays $250, but if one business contributes 10 times as much as another, that business should be paying a bigger percentage of the cleanup cost, and the operating fee goes away. Gregorcyk clarified that the plan review fee of $250 in addition to the operating fee of $250 for a total of $500. Denk said no, the permit fee would be waived the first year. Gregorcyk suggests eliminating the plan fee and increasing the inspection fee. Baldwin clarified it as a re-inspection fee. Gregorcyk would eliminate the operating fee. Gregorcyk asked about re-inspection fees, they have $100 for the first re-inspect, then $200 for the 2nd, and $300 for the 3rd. Baldwin wouldn't change them, but add penalty fines after the inspection. Shute said if they have staff costs for cleanup of a violator, it is tacked on as a penalty. Gregorcyk noted staff hours, will they recoup 50% or 100% in that fee? Baldwin said no one fee ever recoups at 100%. They would need to collect data. LeMire asked if they are they still inspecting annually. How will staff know if a system didn't break down months ago, and it's been treated. Winters asked how would they know on existing businesses. LeMire said when they do line inspections, they would find it, but don't know when the FOG began. Baldwin said it could be 5-6 years when we find out. Shute asked how Olathe handles inspections. LeMire said they inspect commercial and industrial lines annually. Shute asked if the city can manage with existing resources and eliminate the fee. LeMire said it's not being performed currently, but the new position currently advertised would be working on this program. Baldwin said if they have the operating fee with the inspection, there's potential they could have three years with a business out of compliance. Can staff get back to those particular lines more quickly than 5-6 years, preferably 3 years, and what is the impact to line maintenance staff? LeMire said the major grease contributors' lines are being flushed every month. They have a good idea of what businesses need inspection now. Baldwin said if they provide education to those causing issue and they clean it up, then staff will notice an improvement on monthly flushing and free up staff to do more of the annual inspection. LeMire said that could reduce the time from 5-6 years to 2-4 years. Gregorcyk said they need more labor, and not more fees. Labor would come with a cost, but if they want more inspection and be proactive, they need more labor. Baldwin agreed, but doesn't know if they need that yet, because they are already there flushing once a month. If they get targeted users in compliance, because a fine schedule initiates that, then instead of every month, it can be 3-6 months. Denk said staff will know if the grease interceptor is working. They have record-keeping requirements. There are requirements

in the code as to when the pumping has to occur. If there is a drop-off in the amount of grease being captures, it is required to be recorded in their logs. Staff will know if something is off through the permitting process. LeMire said most restaurants would be required to have 1,000-2,000 gallon grease interceptors. Parts cost $3,000-$10,000, depending on what they have, and that doesn't include contractors. This is the reason for including two years to come into compliance. Baldwin said that would be for an existing business. Why does a new business, if they meet code, need two years? LeMire said the grace period for compliance only pertains to existing businesses. Garcia suggests, since this is a new program, they put it in place, and then see what issues they identify, and see if the operating fees are needed. Garcia suggests waiving the fee and letting staff implement learn and determine if a fee is necessary. Shute said that is a good idea; implement without the fee structure initially, provide education and mitigation makes sense. When a government levies a fee, the fee never goes away, so he would rather not initially levy it than consider taking it out later. Gregorcyk clarified that focus would be on item 3 of 13.35.035.9. Shute said items 3 and 4. Garcia confirmed items 3 and 4, and item 1 will be part of development. Shute said they will strike items 1 and 2. Gregorcyk asked what is empirical data period of time? One year? Two years? Garcia said a year would be sufficient. Shute said they can put in that council shall within 12 months enactment by ordinance impose fees as appropriate. Baldwin said as they educate businesses, if they don't have a fee structure, they may buy their time as much as possible.

Mayor Shute asked if this can be modified on the fly? City Attorney Denk recommended continuing this to another meeting. Baldwin asked if they want to do an education campaign and strike completely for now. Shute said no, they need to fix the language.

Councilmember Gregorcyk made a motion to table the adoption of an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Code and adding additional provision to this same chapter relating to Infiltration and Inflow Prevention and a program providing for the control of fat, oil and grease discharge to the Gardner Municipal Code to the August 3, 2020 meeting.

Councilmember Baldwin Seconded.

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

OLD BUSINESS

NEW BUSINESS

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

Human Resources Manager Alan Abramovitz stated they have a job title for an Engineering Technician II, but not an Engineering Technician I. Staff need to establish that job classification. It will help with recruitment. There are no additional costs associated with this item; they may be able to hire staff at a lower salary. Staff recommends the creation of an Engineering Technician I position for both the Utilities and Public Works departments in order to aid in recruitment of Engineering Technicians for both departments. This position will provide the City with increased flexibility when hiring for these difficult-to-fill positions, as it will allow for consideration of individuals who may not currently meet all of the requirements for an Engineering Technician II, but could eventually move into such a position with additional on-the-job experience and training. The Engineering Technician I position is intended to be the entry-level classification in the Engineering Technician position series, and will be distinguished from the existing Engineering Technician II position by its enhanced focus on performance of the more routine tasks.

Councilmember Gregorcyk asked for clarification - where is Engineering Tech II position listed on the salary structure? Abramovitz said it is in Level 4.

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

Councilmember Baldwin Seconded.

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With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2669.

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

COUNCIL UPDATES

Public Works Director Michael Kramer stated that the contractor on Waverly & 175th opened the intersection on Friday to the south and to the west. On Saturday, they opened to the north as well. They met their timeline despite setbacks. Santa Fe between Poplar and Waverly remains closed. Contractors are working with residents to ensure they can get to their homes. Waverly Rd north of the intersection will close again for utility work for 3-4 days. Staff will work with the school district on this. Last week, Kramer received notification from KDOT that the city received an additional $1 million award for US 56 that was originally slated for 2022 and 2023 for the highway from Moonlight to Old 56. Staff worked with the Finance department to ensure they could work it into the budget. Plans are being made to combine the project with the existing project of Sycamore to Moonlight. Now the project will be from Sycamore to Old 56 Hwy as one project. Combining the projects could allow for cost savings, in addition to having only one construction timeframe. The city is receiving $3 million from KDOT. The city was contributing $1.7 million on the first project and then another $700,000 for this additional project. Staff noted council will see the revised CIP in the budget. Mayor Shute said that is very good news, because that stretch of road is bad. Shortening the span by having that project moved up on the calendar and combining it with the first project is great. Councilmember Winters asked if they will do anything different as far as preparation or construction? Kramer said they will look at subgrade of the roadbed and a new pavement design. They expect it to go back as concrete, but they will look at asphalt as well. It's not just patching, but a complete pavement restoration, removal and replacement and addressing subgrade issues. Councilmember Gregorcyk asked if staff will work with New Century regarding the rail line that crosses 56 Hwy. Kramer confirmed. Shute said there are concerns with business owners regarding the road closure. Have staff started working on a plan for that? Kramer said they will have meetings with those affected and the design consultant. KDOT has made it clear that one lane each direction will be open. They try to maintain access to businesses as much as possible, and minimize the time that access must be closed. Some of the time during the project, driveways are put in with temporary surfacing so they can maintain access. Shute wanted businesses to know that the city is keeping their concerns in mind. Kramer noted they are working with Price Chopper on improvements that were delayed by them to coordinate with city projects, specifically the signalization turn lanes they've been asked to install.

Parks Director Jason Bruce noted that fall sports are TBD. Mayor Shute is getting questions, and asked Director Bruce to keep council informed.

Utilities Director Gonz Garcia shared that they had a spike on the water watch, but on average it's about 2.8. That is good news and he doesn't believe they will exceed the water watch. There will be a few more weeks of hot weather, so staff recommends keeping the water watch until early August. Garcia noted that he requested an emergency purchase for the Hillsdale Water Treatment Plant pond clean out. Hillsdale has two retention basins used to hold sediments generated from the backwash from clarifiers and filters. They typically clean one each year. Last September, they cleaned both ponds and removed one for the expansion project and are operating on one pond. It's been a year since the pond has been cleaned. They need to clean pond to remain in compliance with discharge. There's only one company can drain the pond while keeping it in operation. Nutri-Ject quoted $76,400. They can only lower it 24", then the city will have to pay again to get another 24". One option is to send backwash to the new lagoon which will be completed in early August. They need to fill the lagoon to test for leaks. Staff spoke with Burns & Mac about running backwash into lagoon to fill and test rather than using raw water. They are waiting to hear from KDHE. Councilmember Baldwin asked if staff is confident KDHE will be comfortable with that without knowing if it will leak? Garcia said it's basically clean water to fill the lagoon, instead of wasting

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raw water from Hillsdale. Baldwin asked if the city recouped costs from pond cleanout last year when the company pulled out? City Attorney Denk said they weren't contractually obligated, it was an option and they would quote a number.

Mayor Shute asked Police Captain Krout about any updates on fireworks, and also about the shooting incident last week. Krout said there were no further updates from Capt. Hayes on fireworks, and there have been no more questions. Regarding the shooting, it's an on-going investigation and Krout can't discuss it openly. Detectives are working it. Shute asked if that was Johnson County detectives. Krout said no, it is a city investigation.

City Administrator Pruetting said council was expecting and update on the potential project east of Moonlight. The city communicated its position to the developer's representatives. The city didn't receive feedback at this point, but they have assurances that the project is moving forward as planned. As Pruetting gets additional information, he will update council.

Councilmember Gregorcyk noted that on July 8, he learned from Fox4 News that Super 8 had been set up for Covid. He had no issues with that, but the issue is that there was little to no communication from Shute to elected members or to senior staff. Gregorcyk called Shute at 10:27pm, and learned that Shute knew around 11am that day. By then, Sherriff Hayden had reached out to Fox4. He made a statement around noon, and then Commissioner Mike Brown made a statement around 6pm. Shute said both of those were without his knowledge. Gregorcyk said they were still without communication from the mayor. Gregorcyk asked how they can improve communications from the mayor to the electric members and senior staff so they can field concerns from the community. Shute responded, saying he was informed at 11:10am by the fire chief that there was going to be a non-congregate site; it was already set up. Shute notified the fire chief that he wanted to know what communication plan would be. The fire chief said there would be a joint response with the city, the fire district, and the sheriff department. No one at the city level had any knowledge of this. The sheriff's office was caught unaware, as Mr. Hayden shared in the Fox4 segment. Commissioner Brown called the mayor saying the same thing. Shute asked about the joint statement and asked what the city needed to do to put out communication. He heard nothing until 4pm when he was told that Hayden and Brown had made statements to Fox4. Shute said the city started working on its own press release and they did not have any information other than that there was a non-congregate site. Shute said he and City Administrator Pruetting were first formally notified by the county manager at the same time around 4:50pm. This was the email that Shute sent to the governing body. He acknowledged it was after 10pm because he didn't have full information and wasn't going to give a release to anyone without information. The information that was going out in the statement the city put out later that evening had information that the news didn't report. The city gave updated information. Could there be better communication, they could argue yes. Internally, they can learn something from this and make improvements. Regarding those thinking he was notified days in advance, he did not know days in advance. KDEM notified the county who notified the Emergency Operations person, who is not a city employee. The information was not passed to the city. Pruetting said the communication from the fire department was as soon as they received it. Shute said that was on the 3rd. Shute said it got lost in the shuffle between that staff and city leadership. There were communication lapses, and there is room for improvement. Gregorcyk appreciates the response. Shute said taking the few extra hours to get the right information out was prudent. Gregorcyk noted that the mayor learned about it at 11am, got nothing out for 12 hours. He was caught off guard that there was nothing from the mayor. He understands the validity of a group response, but he would have expected something sooner than 12 hours.

Mayor Shute thanked staff for their thorough work. They are still in flux, and the mayor looks forward to when they can have more staff in City Hall, but the city is running and moving forward.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Baldwin and seconded by Councilmember Winters the meeting adjourned at 9:05 p.m.

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City Clerk

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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
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							VENDOR TOTAL *	97.41	
0000029	00	ALTEC INDUSTRIES, INC.							
11429349		003287		00	07/16/2020	501-4130-441.52-02	CANT HOOKS	EFT:	104.13
							VENDOR TOTAL *	.00	104.13
0000566	00	AMERICAN TOPSOIL, INC.							
135958		003234		00	07/16/2020	531-4330-443.52-12	DIRT	EFT:	192.00
							VENDOR TOTAL *	.00	192.00
0099999	00	ANDERSON, JOHN							
000017711		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	7.08	
							VENDOR TOTAL *	7.08	
0099999	00	ARG II, LLC							
000062037		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	13.49	
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A004948		003238		00	07/16/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	30.18
A004948		003239		00	07/16/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.50
A004948		003241		00	07/16/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.28
A004948		003242		00	07/16/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.10
A004948		003244		00	07/16/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	27.80
A004948		003246		00	07/16/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	77.54
A004948		003247		00	07/16/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	253.68
A004948		003248		00	07/16/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	6.50
A004948		003249		00	07/16/2020	001-3110-431.21-01	MONTHLY BILLING	EFT:	13.90
A004948		003250		00	07/16/2020	001-3116-431.21-01	MONTHLY BILLING	EFT:	9.78
A004948		003251		00	07/16/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	66.86
A004948		003252		00	07/16/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	36.68
A004948		003260		00	07/16/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	60.30
A004948		003261		00	07/16/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	62.10
A004948		003262		00	07/16/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	30.18
A004948		003263		00	07/16/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	33.46
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A004948		003255		00	07/16/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	33.40
A004948		003256		00	07/16/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	95.56
A004948		003257		00	07/16/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	57.08
A004948		003258		00	07/16/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	83.98
A004948		003259		00	07/16/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	47.30
A004948		003240		00	07/16/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	13.90
A004948		003245		00	07/16/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	37.58
A004948		003253		00	07/16/2020	603-3150-431.21-01	MONTHLY BILLING	EFT:	6.50
A004948		003243		00	07/16/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	49.68
A004948		003235		00	07/16/2020	721-0000-202.03-07	MONTHLY BILLING	EFT:	8,596.30
A004948		003236		00	07/16/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	234.28

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							VENDOR TOTAL *	74.78	
0004478	00	BLUEPEARL KANSAS LLC							
360140		003264		00	07/16/2020	001-2120-421.52-20	RE-CHECK - ZEUS	86.48	
							VENDOR TOTAL *	86.48	
0099999	00	BUCKLEY, CHARLES							
000060851		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	64.52	
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0099999	00	CADUE, DAREN							
000061125		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	19.98	
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0099999	00	CAMACHO, DANIEL							
000053107		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	126.22	
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0099999	00	CANTRELL, JILL							
000055227		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	47.21	
							VENDOR TOTAL *	47.21	
0004724	00	CATERPILLAR FINANCIAL COMMERICAL							
06282020		003265		00	07/16/2020	501-4130-441.43-02	INJECTOR PUMP EQ# 410	1,599.63	
							VENDOR TOTAL *	1,599.63	
0000001	00	CENTURYLINK							
313607125	0620	003266		00	07/16/2020	001-6110-461.40-03	WESTSIDE PHONE	68.61	
313680665	0720	003267		00	07/16/2020	001-6110-461.40-03	CP PHONES	63.75	
313014430	0720	003288		00	07/16/2020	521-4220-442.40-03	MONTHLY BILLING	339.22	
313823146	0720	003289		00	07/16/2020	521-4220-442.40-03	MONTHLY BILLING	53.02	
							VENDOR TOTAL *	524.60	
0002321	00	CES							
OLA/052062		003268		00	07/16/2020	501-4120-441.52-12	CONDUIT MOUNTING	EFT:	74.40
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0099999	00	CHANEY REALTY, INC							
000057735		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	33.90	
							VENDOR TOTAL *	33.90	
0099999	00	CHUBB, NICHOLAS & AMBER							
000040577		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	57.17	
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0001643	00	CITY OF EDGERTON							

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
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0099999	00	CLARKE, ZARENA							
000056941		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	18.57	
							VENDOR TOTAL *	18.57	
0099999	00	CRAMSEY, CAROLINE							
000061701		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	109.38	
							VENDOR TOTAL *	109.38	
0003716	00	DATAPROSE							
DP2002325		003270		00	07/16/2020	604-1320-413.31-15	MONTHLY BILLING	EFT:	5,698.26
							VENDOR TOTAL *	.00	5,698.26
0099999	00	DAVIS, KIMBERLY							
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							VENDOR TOTAL *	79.32	
0002738	00	DITCH WITCH PLATNIUM CARD							
06282020		003271		00	07/16/2020	501-4130-441.52-04	PUMP & VALVE EQ# 426	919.91	
							VENDOR TOTAL *	919.91	
0001246	00	DITCH WITCH SALES, INC							
P45848		003272		00	07/16/2020	521-4230-442.52-12	WATER PARTS	EFT:	77.70
							VENDOR TOTAL *	.00	77.70
0002825	00	EHLERS							
83921		003290		00	07/16/2020	001-1120-411.31-15	ANALYSIS	EFT:	975.00
84001		003291		00	07/16/2020	001-1130-411.31-15	STONE CREEK ADVISORY	EFT:	7,475.00
							VENDOR TOTAL *	.00	8,450.00
0004946	00	EVERGY							
2424383255		0720003292		00	07/16/2020	521-4220-442.40-05	MONTHLY BILLING	14,045.00	
							VENDOR TOTAL *	14,045.00	
0099999	00	FISHER, STACEY							
000061347		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	65.41	
							VENDOR TOTAL *	65.41	
0004492	00	FLOWER FARM, THE							
33609		003273		00	07/16/2020	001-1140-411.52-20	PLANT FOR M.GARDNER	34.50	
							VENDOR TOTAL *	34.50	
0099999	00	FLOWERS, VELDA							
000025509		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	23.76	
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0001101	00	GARDNER DISPOSAL SERVICE, 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
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0099999	00	GARDNER ESTATES							
000005167		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	219.81	
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0099999	00	GIRTZ, KEVIN							
000053169		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	4.06	
							VENDOR TOTAL *	4.06	
0099999	00	HALL, APRIL							
000040179		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	45.86	
							VENDOR TOTAL *	45.86	
0099999	00	HARTLEY, JOHN							
000042387		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	24.10	
							VENDOR TOTAL *	24.10	
0000463	00	HOLIDAY CONTRACTING, INC.							
07072020		003275		00	07/16/2020	501-4130-441.31-15	CONCRETE SIDEWALK	EFT:	1,800.00
							VENDOR TOTAL *	.00	1,800.00
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500078237		003293		00	07/16/2020	001-6120-461.52-01	BALLFIELD DIRT	EFT:	176.18
							VENDOR TOTAL *	.00	176.18
0099999	00	HRUSKA, JOHN							
000059681		UT		00	07/14/2020	501-0000-229.00-00	FINAL BILL REFUND	322.10	
							VENDOR TOTAL *	322.10	
0099999	00	HUGHS, CRYSTAL							
000043711		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	28.81	
							VENDOR TOTAL *	28.81	
0099999	00	HUNTINGTON NATIONAL BANK							
000061145		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	50.87	
							VENDOR TOTAL *	50.87	
0001536	00	ICE-MASTERS, LLC							
195052		003294		00	07/16/2020	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	30.00
195051		003276		00	07/16/2020	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	83.00
195052		003295		00	07/16/2020	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	31.00
195052		003296		00	07/16/2020	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	31.00
							VENDOR TOTAL *	.00	175.00
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1069563-000		003277		00	07/16/2020	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	228.16
1069622-000		003278		00	07/16/2020	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	153.03

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
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1069743-000		003279		00	07/16/2020	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	71.69
							VENDOR TOTAL *	.00	452.88
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
301001363		003280		00	07/16/2020	001-6110-461.52-15	CONCESSION FOOD	630.24	
							VENDOR TOTAL *	630.24	
0099999	00	JENSEN, CHRISTINE							
000059055		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	24.45	
							VENDOR TOTAL *	24.45	
0099999	00	JOHN STUTZMAN							
2003446.002		003285		00	07/16/2020	001-0000-347.02-00	BST REFUND	80.00	
							VENDOR TOTAL *	80.00	
0002671	00	KANSAS GAS SERVICE							
105962227	0620	003281		00	07/16/2020	001-6120-461.40-04	SHOP GAS	56.69	
							VENDOR TOTAL *	56.69	
0002806	00	KANSAS GOLF AND TURF, INC							
02-219633		003282		00	07/16/2020	001-6120-461.43-02	MOWER REPAIR	EFT:	1,723.79
02-220536		003283		00	07/16/2020	001-6120-461.43-02	MOWER REPAIR	EFT:	250.48
							VENDOR TOTAL *	.00	1,974.27
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2020-06		003299		00	07/16/2020	501-0000-351.13-00	DOGWOOD INJECTION	EFT:	187,190.54-
EMP1-GD-2020-06		003298		00	07/16/2020	501-4120-441.41-01	EMP1 + DOGWOOD INJECTION	EFT:	345,406.20
							VENDOR TOTAL *	.00	158,215.66
0003399	00	KMEA WAPA OPERATING FUND							
WAPA-GA-20-07		003283		00	07/16/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	7,771.72
							VENDOR TOTAL *	.00	7,771.72
0003513	00	KMEA- DOGWOOD							
KMEA-DG-GR-2007		003297		00	07/16/2020	501-4120-441.41-01	MONTHLY BILLING	EFT:	261,180.03
							VENDOR TOTAL *	.00	261,180.03
0002979	00	LOCHNER, H W INC							
15767-9		PI0295	007053	00	04/09/2020	551-4520-445.31-15	DESIGN SERVICES	EFT:	2,060.00
							VENDOR TOTAL *	.00	2,060.00
0099999	00	MCCULLEN, HANNAH							
000061267		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	92.14	
							VENDOR TOTAL *	92.14	
0003579	00	MID-STATES MATERIALS LLC							
90240		003283		00	07/16/2020	521-4230-442.52-12	ROCK	595.30	
							VENDOR TOTAL *	595.30	
0099999	00	MILBURN, WHITNEE							

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0099999	00	MILBURN, WHITNEE							
000035657		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	77.35	
							VENDOR TOTAL *	77.35	
0099999	00	MILLER, JASON							
000063987		UT		00	07/14/2020	501-0000-229.00-00	FINAL BILL REFUND	23.84	
							VENDOR TOTAL *	23.84	
0003872	00	MOZINGO LAW FIRM, LLC							
095918		003283		00	07/16/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	264.00
091100		003283		00	07/16/2020	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	324.00
							VENDOR TOTAL *	.00	588.00
0000122	00	MURPHY TRACTOR & EQUIP CO.							
1372580		002667		00	06/05/2020	001-3120-431.43-02	PONY MOTOR REPAIR CHECK #:	128311	45.68-
							VENDOR TOTAL *	.00	45.68-
0000132	00	NATIONAL SIGN CO., INC.							
IN-193437		003300		00	07/16/2020	001-3120-431.52-10	SIGN REPAIRS	EFT:	856.85
							VENDOR TOTAL *	.00	856.85
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-162210		003283		00	07/16/2020	501-4130-441.52-04	OIL & FILTER EQ# 426	EFT:	48.42
0354-162403		003283		00	07/16/2020	501-4130-441.52-04	FILTERS FOR TR#409	EFT:	49.50
0354-162404		003283		00	07/16/2020	501-4130-441.52-09	OIL FOR TR# 409	EFT:	65.66
0354-162642		003283		00	07/16/2020	501-4130-441.52-04	FUEL FILTER EQ# 410	EFT:	25.49
0354-162642		003283		00	07/16/2020	501-4130-441.52-12	HOSE CLAMPS - SHOP SUPPLY	EFT:	21.49
0354-164968		003283		00	07/16/2020	501-4130-441.52-12	PIPE NIPPLES - SHOP USE	EFT:	3.00
0354-165140		003283		00	07/16/2020	501-4130-441.52-12	LEAD-IN AIR LINE - SHOP	EFT:	29.55
0354-166619		003283		00	07/16/2020	501-4130-441.52-12	FREON - SHOP SUPPLY	EFT:	22.96
							VENDOR TOTAL *	.00	266.07
0099999	00	PEREZ, DANIELA							
000058711		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	77.36	
							VENDOR TOTAL *	77.36	
0002488	00	PETTY CASH - UTILITIES							
07132020		003286		00	07/16/2020	501-4130-441.52-12	STRAW BALES	40.00	
							VENDOR TOTAL *	40.00	
0000149	00	PRAXAIR DISTRIBUTION INC							
97538652		003283		00	07/16/2020	001-6120-461.44-02	CO2 RENTAL	EFT:	48.10
							VENDOR TOTAL *	.00	48.10
0099999	00	RADLIFF, LINDSAY							
000056277		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	71.24	
							VENDOR TOTAL *	71.24	
0000946	00	RIGHT-WAY JANITORIAL INC							
2913		PI0296	007374	00	07/03/2020	603-3150-431.42-01	MONTHLY BILLING	EFT:	9,350.99

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0000946	00	RIGHT-WAY JANITORIAL INC							
							VENDOR TOTAL *	.00	9,350.99
0099999	00	RODRIGUEZ, GUILLERMO							
000056543		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	31.78	
							VENDOR TOTAL *	31.78	
0099999	00	RRES, LLC							
000063711		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	6.45	
							VENDOR TOTAL *	6.45	
0003304	00	SAFETY REMEDY INC							
309507		003283		00	07/16/2020	001-6120-461.53-02	SAFETY SUPPLIES	EFT:	99.95
							VENDOR TOTAL *	.00	99.95
0099999	00	SALAME, EMMANUEL							
000061113		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	79.43	
							VENDOR TOTAL *	79.43	
0004830	00	SECURITY BANKCARD CENTER							
06/2020		003303		00	07/16/2020	001-1130-411.31-15	CANVA 02715-0390854	EFT:	12.95
06/2020		003304		00	07/16/2020	001-1140-411.47-04	FEDEX OFFIC18400018473	EFT:	8.65
06/2020		003305		00	07/16/2020	001-1140-411.52-20	STAPLS7308484019000001	EFT:	110.28
06/2020		003306		00	07/16/2020	001-1140-411.46-05	PLANETIZEN-8772607526	EFT:	149.95
06/2020		003307		00	07/16/2020	001-1140-411.46-05	AMERICAN PLANNING A	EFT:	295.00
06/2020		003308		00	07/16/2020	001-1140-411.46-02	SQ IPMA-HR KANSAS CITY	EFT:	125.00
06/2020		003309		00	07/16/2020	001-1140-411.46-02	SQ IPMA-HR KANSAS CITY	EFT:	125.00
06/2020		003310		00	07/16/2020	001-1140-411.46-02	SQ IPMA-HR KANSAS CITY	EFT:	25.00-
06/2020		003311		00	07/16/2020	001-1140-411.46-02	SQ IPMA-HR KANSAS CITY	EFT:	25.00-
06/2020		003312		00	07/16/2020	001-1140-411.52-20	IN LEAGUE OF KANSAS MUNI	EFT:	196.42
06/2020		003313		00	07/16/2020	001-1140-411.46-05	LINKEDIN 4751715396 LNKD.	EFT:	514.03
06/2020		003314		00	07/16/2020	001-1150-411.47-04	THE UPS STORE 5784	EFT:	24.88
06/2020		003317		00	07/16/2020	001-1305-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	420.00-
06/2020		003318		00	07/16/2020	001-1305-413.47-02	THE UPS STORE 5784	EFT:	469.80
06/2020		003319		00	07/16/2020	001-1305-413.31-01	GOVERNMENT FINANCE OFFICE	EFT:	530.00
06/2020		003327		00	07/16/2020	001-1330-413.52-20	WM SUPERCENTER #5307	EFT:	6.34
06/2020		003328		00	07/16/2020	001-1330-413.52-20	THE HOME DEPOT #2218	EFT:	17.96
06/2020		003333		00	07/16/2020	001-2110-421.52-20	OREILLY AUTO PARTS 354	EFT:	63.96
06/2020		003340		00	07/16/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	49.35-
06/2020		003341		00	07/16/2020	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	49.35
06/2020		003351		00	07/16/2020	001-2110-421.52-20	TRAILS WEST ACE HDWE	EFT:	25.16
06/2020		003361		00	07/16/2020	001-2110-421.47-04	USPS PO 1933770514	EFT:	4.00
06/2020		003332		00	07/16/2020	001-2120-421.52-20	HASTY AWARDS	EFT:	453.02
06/2020		003334		00	07/16/2020	001-2120-421.46-01	CCI HOTEL RES	EFT:	246.32
06/2020		003335		00	07/16/2020	001-2120-421.46-01	CCI HOTEL RES	EFT:	246.32-
06/2020		003336		00	07/16/2020	001-2120-421.46-01	PAYPAL FRSTMIDWEST	EFT:	1,110.00
06/2020		003337		00	07/16/2020	001-2120-421.43-05	BIG O 16001 - GARDNER	EFT:	175.99
06/2020		003338		00	07/16/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	1,388.16
06/2020		003339		00	07/16/2020	001-2120-421.52-20	IN ARROWHEAD SCIENTIFIC	EFT:	139.70
06/2020		003342		00	07/16/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	365.86

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0004830	00	SECURITY BANKCARD CENTER							
06/2020		003343		00	07/16/2020	001-2120-421.43-05	BRETS AUTOWORKS 0000522	EFT:	93.53
06/2020		003344		00	07/16/2020	001-2120-421.46-01	GLOCK PROFESSIONAL INC	EFT:	250.00
06/2020		003345		00	07/16/2020	001-2120-421.52-20	RADIOTRONICS INC	EFT:	168.00
06/2020		003347		00	07/16/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	350.00
06/2020		003348		00	07/16/2020	001-2120-421.52-20	ADVANCEDAUTOPARTS#7407	EFT:	35.92
06/2020		003349		00	07/16/2020	001-2120-421.53-02	AFI LLC	EFT:	135.50
06/2020		003350		00	07/16/2020	001-2120-421.53-02	AFI LLC	EFT:	266.00
06/2020		003352		00	07/16/2020	001-2120-421.46-01	KS.GOV PAYMENT	EFT:	41.00
06/2020		003353		00	07/16/2020	001-2120-421.46-01	NPCA.NET	EFT:	80.00
06/2020		003354		00	07/16/2020	001-2120-421.53-02	GALLS	EFT:	22.96
06/2020		003355		00	07/16/2020	001-2120-421.53-02	GALLS	EFT:	256.55
06/2020		003356		00	07/16/2020	001-2120-421.53-02	GALLS	EFT:	165.56
06/2020		003357		00	07/16/2020	001-2120-421.43-05	AMZN MKTP US MY9054UY1	EFT:	19.99
06/2020		003358		00	07/16/2020	001-2120-421.43-05	AMZN MKTP US MY1QB7290	EFT:	19.00
06/2020		003359		00	07/16/2020	001-2120-421.43-05	OREILLY AUTO PARTS 354	EFT:	26.96
06/2020		003360		00	07/16/2020	001-2120-421.53-02	GALLS	EFT:	29.30
06/2020		003362		00	07/16/2020	001-2120-421.53-02	GALLS	EFT:	27.52
06/2020		003363		00	07/16/2020	001-2120-421.52-20	TRAILS WEST ACE HDWE	EFT:	7.39
06/2020		003364		00	07/16/2020	001-2120-421.43-05	AMZN MKTP US MS9H78IS2	EFT:	109.89
06/2020		003365		00	07/16/2020	001-2120-421.46-01	LAW ENFORCEMENT SEMINARS	EFT:	385.00
06/2020		003366		00	07/16/2020	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	50.00
06/2020		003368		00	07/16/2020	001-3110-431.46-02	THE KC STAR DIGITAL SUBS	EFT:	12.99
06/2020		003369		00	07/16/2020	001-3110-431.46-02	ZOOM.US	EFT:	17.96
06/2020		003370		00	07/16/2020	001-3116-431.52-20	STAPLS7308540575000001	EFT:	135.38
06/2020		003385		00	07/16/2020	001-3116-431.53-02	AUTOMOTIVE WORKWEAR INC	EFT:	189.95
06/2020		003400		00	07/16/2020	001-3116-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	45.42
06/2020		003403		00	07/16/2020	001-3116-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	246.20
06/2020		003372		00	07/16/2020	001-3120-431.52-10	CARROT TOP INDUSTRIES	EFT:	1,490.00
06/2020		003373		00	07/16/2020	001-3120-431.52-08	ROYAL METAL INDUSTRIES	EFT:	168.00
06/2020		003374		00	07/16/2020	001-3120-431.52-20	NAPA AUTO PARTS GARDNER	EFT:	29.97
06/2020		003375		00	07/16/2020	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	50.36
06/2020		003378		00	07/16/2020	001-3120-431.43-02	ORSCHELN FARM AND HOME ST	EFT:	10.14
06/2020		003379		00	07/16/2020	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	32.00-
06/2020		003380		00	07/16/2020	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	165.14
06/2020		003381		00	07/16/2020	001-3120-431.43-02	NAPA AUTO PARTS GARDNER	EFT:	58.76
06/2020		003382		00	07/16/2020	001-3120-431.43-05	BIG O 16001 - GARDNER	EFT:	116.00
06/2020		003383		00	07/16/2020	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	4.79
06/2020		003384		00	07/16/2020	001-3120-431.52-04	NAPA AUTO PARTS GARDNER	EFT:	96.05
06/2020		003386		00	07/16/2020	001-3120-431.52-20	FASTENAL COMPANY 01KSKA3	EFT:	35.98
06/2020		003387		00	07/16/2020	001-3120-431.43-02	CSTK INC-KC	EFT:	29.68
06/2020		003388		00	07/16/2020	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	122.73
06/2020		003389		00	07/16/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	45.13
06/2020		003390		00	07/16/2020	001-3120-431.43-02	TRAILS WEST ACE HDWE	EFT:	16.33
06/2020		003391		00	07/16/2020	001-3120-431.43-02	ORSCHELN FARM AND HOME ST	EFT:	68.96
06/2020		003392		00	07/16/2020	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	45.13-
06/2020		003396		00	07/16/2020	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	19.00
06/2020		003401		00	07/16/2020	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	76.18
06/2020		003402		00	07/16/2020	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	1,653.95
06/2020		003404		00	07/16/2020	001-3120-431.44-02	MID-STATES RENTAL (GARDNE	EFT:	54.93

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0004830	00	SECURITY BANKCARD CENTER							
06/2020		003406		00	07/16/2020	001-3120-431.52-02	CARTER WATERS	EFT:	11.60
06/2020		003407		00	07/16/2020	001-3120-431.52-08	CARTER WATERS	EFT:	58.05
06/2020		003408		00	07/16/2020	001-3120-431.52-08	GRASS PAD WAREHOUSE	EFT:	28.72
06/2020		003409		00	07/16/2020	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	15.92
06/2020		003410		00	07/16/2020	001-3120-431.52-08	CMI	EFT:	49.68
06/2020		003411		00	07/16/2020	001-3120-431.52-08	ORSCHELN FARM AND HOME ST	EFT:	44.96
06/2020		003412		00	07/16/2020	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	11.67
06/2020		003413		00	07/16/2020	001-3120-431.52-08	ORSCHELN FARM AND HOME ST	EFT:	6.99
06/2020		003414		00	07/16/2020	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	47.88
06/2020		003415		00	07/16/2020	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	148.46
06/2020		003417		00	07/16/2020	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	141.30
06/2020		003418		00	07/16/2020	001-3120-431.52-10	TRAILS WEST ACE HDWE	EFT:	13.59
06/2020		003420		00	07/16/2020	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	10.17
06/2020		003421		00	07/16/2020	001-3120-431.44-02	BLEDSOES EQUIPMENT INC	EFT:	7.91
06/2020		003422		00	07/16/2020	001-3120-431.44-02	BLEDSOES EQUIPMENT INC	EFT:	134.00
06/2020		003423		00	07/16/2020	001-3120-431.44-02	BLEDSOES EQUIPMENT INC	EFT:	178.07
06/2020		003424		00	07/16/2020	001-3120-431.44-02	BLEDSOES EQUIPMENT INC	EFT:	134.00-
06/2020		003371		00	07/16/2020	001-3130-431.52-20	STAPLS7308540575000001	EFT:	32.13
06/2020		003531		00	07/16/2020	001-6105-461.52-20	STAPLES DIRECT	EFT:	63.92
06/2020		003539		00	07/16/2020	001-6105-461.46-02	AMAZON PRIME MS92A6E90	EFT:	12.99
06/2020		003526		00	07/16/2020	001-6110-461.54-51	AMZN MKTP US MS1XJ84L1	EFT:	202.83
06/2020		003527		00	07/16/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	39.92
06/2020		003528		00	07/16/2020	001-6110-461.54-51	AMZN MKTP US MS9236YN1	EFT:	16.97
06/2020		003529		00	07/16/2020	001-6110-461.46-01	AMZN MKTP US MJ0251OX1	EFT:	16.99
06/2020		003530		00	07/16/2020	001-6110-461.54-51	AMZN MKTP US MS8J42KG2	EFT:	62.36
06/2020		003532		00	07/16/2020	001-6110-461.52-15	WAL-MART #5307	EFT:	32.30
06/2020		003536		00	07/16/2020	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	20.61
06/2020		003537		00	07/16/2020	001-6110-461.52-15	WAL-MART #5307	EFT:	20.60
06/2020		003538		00	07/16/2020	001-6110-461.52-15	AMZN MKTP US MS4MW1P01	EFT:	17.30
06/2020		003540		00	07/16/2020	001-6110-461.47-53	GOODCENTS SUBS - 0071 - G	EFT:	45.00
06/2020		003541		00	07/16/2020	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	19.90
06/2020		003542		00	07/16/2020	001-6110-461.47-53	IN CHAFFEE LOCK AND KEY	EFT:	50.90
06/2020		003543		00	07/16/2020	001-6110-461.54-51	SWANK MOTION PICTURES IN	EFT:	435.00
06/2020		003544		00	07/16/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	17.96
06/2020		003545		00	07/16/2020	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	4.00
06/2020		003546		00	07/16/2020	001-6110-461.54-51	AMZN MKTP US MS4HR6BJ2	EFT:	155.93
06/2020		003547		00	07/16/2020	001-6110-461.54-51	SP HEATH RILES BBQ	EFT:	99.87
06/2020		003394		00	07/16/2020	001-6120-461.43-05	NAPA AUTO PARTS GARDNER	EFT:	16.73
06/2020		003395		00	07/16/2020	001-6120-461.43-05	NAPA AUTO PARTS GARDNER	EFT:	9.39
06/2020		003534		00	07/16/2020	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
06/2020		003535		00	07/16/2020	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	77.13
06/2020		003548		00	07/16/2020	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	62.95
06/2020		003549		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	55.98
06/2020		003550		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	30.72
06/2020		003551		00	07/16/2020	001-6120-461.52-01	FASTENAL COMPANY 01KSKA3	EFT:	183.98
06/2020		003552		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	30.26
06/2020		003553		00	07/16/2020	001-6120-461.52-01	EWING IRRIGATION PRD 48	EFT:	178.37
06/2020		003554		00	07/16/2020	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	112.45
06/2020		003555		00	07/16/2020	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	189.10

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
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06/2020		003556		00	07/16/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	8.97
06/2020		003557		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	51.55
06/2020		003558		00	07/16/2020	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	64.98
06/2020		003559		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	7.87
06/2020		003560		00	07/16/2020	001-6120-461.43-02	SPRAYER SPECIALITIES INC	EFT:	37.98
06/2020		003561		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	28.54
06/2020		003562		00	07/16/2020	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	228.62
06/2020		003563		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	8.64
06/2020		003564		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	21.92
06/2020		003565		00	07/16/2020	001-6120-461.43-02	ORSCHELN FARM AND HOME ST	EFT:	29.99
06/2020		003566		00	07/16/2020	001-6120-461.52-01	TEKLEEN	EFT:	170.00
06/2020		003567		00	07/16/2020	001-6120-461.43-05	KC BOBCAT	EFT:	26.14
06/2020		003568		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	10.77
06/2020		003569		00	07/16/2020	001-6120-461.52-01	TEKLEEN	EFT:	900.00
06/2020		003570		00	07/16/2020	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	45.35
06/2020		003571		00	07/16/2020	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	6.92
06/2020		003573		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	79.96
06/2020		003574		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	95.92
06/2020		003575		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	27.97
06/2020		003577		00	07/16/2020	001-6120-461.52-01	WM SUPERCENTER #5307	EFT:	99.00
06/2020		003579		00	07/16/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	12.00
06/2020		003580		00	07/16/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	26.99
06/2020		003581		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	19.98
06/2020		003582		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	34.96
06/2020		003583		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	49.91
06/2020		003584		00	07/16/2020	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	49.34
06/2020		003585		00	07/16/2020	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	45.98
06/2020		003586		00	07/16/2020	001-6120-461.43-02	SPRAYER SPECIALITIES INC	EFT:	37.98
06/2020		003587		00	07/16/2020	001-6120-461.52-01	SPRAYER SPECIALITIES INC	EFT:	75.75
06/2020		003525		00	07/16/2020	001-6130-461.46-01	ARC MANAGEMENT GROUP	EFT:	82.00
06/2020		003533		00	07/16/2020	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
06/2020		003572		00	07/16/2020	001-6130-461.43-01	TRAILS WEST ACE HDWE	EFT:	13.18
06/2020		003576		00	07/16/2020	001-6130-461.43-02	TRAILS WEST ACE HDWE	EFT:	25.98
06/2020		003578		00	07/16/2020	001-6130-461.43-01	FASTENAL COMPANY 01KSKA3	EFT:	61.55
06/2020		003588		00	07/16/2020	001-7110-471.52-20	STAPLS7308769057000001	EFT:	59.75
06/2020		003367		00	07/16/2020	403-4330-443.62-10	KDHE BUREAU OF AIR	EFT:	60.00
06/2020		003429		00	07/16/2020	501-4110-441.52-20	AMZN MKTP US MY2LF4TX0	EFT:	24.97
06/2020		003432		00	07/16/2020	501-4110-441.52-20	STAPLS7308517540000001	EFT:	77.70
06/2020		003435		00	07/16/2020	501-4110-441.52-20	AMZN MKTP US MS7TA9LD2	EFT:	25.00
06/2020		003439		00	07/16/2020	501-4110-441.40-03	INTEGRITY COMMUNICATIONS	EFT:	55.00
06/2020		003440		00	07/16/2020	501-4110-441.52-20	ADOBE INC	EFT:	16.41-
06/2020		003441		00	07/16/2020	501-4110-441.52-20	MOTIS BRANDS INC	EFT:	408.65
06/2020		003442		00	07/16/2020	501-4110-441.52-20	TRAILS WEST ACE HDWE	EFT:	49.99
06/2020		003443		00	07/16/2020	501-4110-441.52-20	PRICE CHOPPER #117	EFT:	12.39
06/2020		003436		00	07/16/2020	501-4120-441.52-02	THE HOME DEPOT #2218	EFT:	109.44
06/2020		003437		00	07/16/2020	501-4120-441.43-01	TRAILS WEST ACE HDWE	EFT:	74.42
06/2020		003438		00	07/16/2020	501-4120-441.52-12	THE HOME DEPOT #2218	EFT:	21.18
06/2020		003433		00	07/16/2020	501-4130-441.52-20	STAPLS7308517540000001	EFT:	29.55
06/2020		003444		00	07/16/2020	501-4130-441.53-02	WAL-MART #5307	EFT:	204.00

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
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06/2020		003445		00	07/16/2020	501-4130-441.52-12	TOMPKINS INDUSTRIES- INC	EFT:	189.03
06/2020		003446		00	07/16/2020	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	42.09
06/2020		003447		00	07/16/2020	501-4130-441.52-12	TRACTOR-SUPPLY-CO #0348	EFT:	26.25
06/2020		003448		00	07/16/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	2.61
06/2020		003449		00	07/16/2020	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	293.66
06/2020		003450		00	07/16/2020	501-4130-441.52-12	CARTER WATERS	EFT:	68.00
06/2020		003451		00	07/16/2020	501-4130-441.52-12	THE HOME DEPOT 2218	EFT:	86.87
06/2020		003452		00	07/16/2020	501-4130-441.52-02	CARTER WATERS	EFT:	24.72
06/2020		003453		00	07/16/2020	501-4130-441.52-04	TOMPKINS INDUSTRIES- INC	EFT:	7.56
06/2020		003454		00	07/16/2020	501-4130-441.52-04	OLATHE FORD LINCOLN MERCU	EFT:	70.00
06/2020		003455		00	07/16/2020	501-4130-441.52-10	THE HOME DEPOT #2201	EFT:	113.72
06/2020		003456		00	07/16/2020	501-4130-441.52-01	SHERWIN WILLIAMS 707568	EFT:	27.35
06/2020		003457		00	07/16/2020	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	26.59
06/2020		003458		00	07/16/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	4.36
06/2020		003459		00	07/16/2020	501-4130-441.52-04	LEES SUMMIT DODGE CHRYSL	EFT:	140.21
06/2020		003460		00	07/16/2020	501-4130-441.52-02	LOWES #00721	EFT:	4.90
06/2020		003461		00	07/16/2020	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	11.14
06/2020		003462		00	07/16/2020	501-4130-441.52-09	OLATHE FORD RV CENTER PA	EFT:	21.07
06/2020		003463		00	07/16/2020	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	13.77
06/2020		003464		00	07/16/2020	501-4130-441.43-05	POMPS TIRE 118	EFT:	145.45
06/2020		003465		00	07/16/2020	501-4130-441.43-05	POMPS TIRE 118	EFT:	258.39
06/2020		003466		00	07/16/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	43.76
06/2020		003467		00	07/16/2020	501-4130-441.44-02	BLEDSOES EQUIPMENT INC	EFT:	194.94
06/2020		003468		00	07/16/2020	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	18.99
06/2020		003469		00	07/16/2020	521-4220-442.52-12	WM SUPERCENTER #5307	EFT:	17.88
06/2020		003470		00	07/16/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
06/2020		003471		00	07/16/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
06/2020		003472		00	07/16/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.95
06/2020		003473		00	07/16/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
06/2020		003474		00	07/16/2020	521-4220-442.52-01	BLUE VALLEY TRACTOR & SUP	EFT:	181.70
06/2020		003475		00	07/16/2020	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	119.17
06/2020		003476		00	07/16/2020	521-4220-442.52-12	PHIPPS & BIRD INC	EFT:	428.00
06/2020		003477		00	07/16/2020	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	9.81
06/2020		003478		00	07/16/2020	521-4220-442.43-05	DALES BODY SHOP PAOLA KS	EFT:	475.00
06/2020		003479		00	07/16/2020	521-4220-442.43-05	THE CAR POOL	EFT:	10.00
06/2020		003480		00	07/16/2020	521-4220-442.47-04	THE UPS STORE 5784	EFT:	10.98
06/2020		003481		00	07/16/2020	521-4220-442.52-01	SMITTYS LAWN & GARDEN EQU	EFT:	51.00
06/2020		003482		00	07/16/2020	521-4220-442.43-05	BIG O 16001 - GARDNER	EFT:	22.84
06/2020		003376		00	07/16/2020	521-4230-442.52-04	NAPA AUTO PARTS GARDNER	EFT:	18.50-
06/2020		003397		00	07/16/2020	521-4230-442.43-02	LOGAN CONTRACTOR SUPPLY I	EFT:	44.50
06/2020		003430		00	07/16/2020	521-4230-442.52-20	AMZN MKTP US MY1M57D60	EFT:	10.59
06/2020		003483		00	07/16/2020	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	17.98
06/2020		003484		00	07/16/2020	521-4230-442.52-20	WAL-MART #5307	EFT:	18.88
06/2020		003485		00	07/16/2020	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	13.77
06/2020		003486		00	07/16/2020	521-4230-442.52-20	THE UPS STORE 5784	EFT:	9.17
06/2020		003487		00	07/16/2020	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	61.78
06/2020		003488		00	07/16/2020	521-4230-442.52-20	FASTENAL COMPANY 01KSKA3	EFT:	28.12
06/2020		003489		00	07/16/2020	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	19.96
06/2020		003499		00	07/16/2020	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	24.47

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
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06/2020		003501		00	07/16/2020	531-4320-443.52-05	NAPA AUTO PARTS GARDNER	EFT:	111.68
06/2020		003502		00	07/16/2020	531-4320-443.52-02	NAPA AUTO PARTS GARDNER	EFT:	156.00
06/2020		003503		00	07/16/2020	531-4320-443.52-05	NORTHERN TOOL EQUIP	EFT:	59.98
06/2020		003504		00	07/16/2020	531-4320-443.43-05	DISCOUNT TIRE KSK 01	EFT:	530.00
06/2020		003505		00	07/16/2020	531-4320-443.53-02	WAL-MART #5307	EFT:	33.52
06/2020		003506		00	07/16/2020	531-4320-443.52-20	TRAILS WEST ACE HDWE	EFT:	13.99
06/2020		003507		00	07/16/2020	531-4320-443.52-12	THE HOME DEPOT #2218	EFT:	21.84
06/2020		003508		00	07/16/2020	531-4320-443.52-13	EWING IRRIGATION PRD 48	EFT:	199.72
06/2020		003509		00	07/16/2020	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	13.99
06/2020		003510		00	07/16/2020	531-4320-443.43-02	SMITTYS LAWN & GARDEN EQU	EFT:	53.24
06/2020		003511		00	07/16/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	33.16
06/2020		003512		00	07/16/2020	531-4320-443.43-02	SMITTYS LAWN & GARDEN EQU	EFT:	51.38
06/2020		003513		00	07/16/2020	531-4320-443.52-01	ORSCHELN FARM AND HOME ST	EFT:	34.98
06/2020		003514		00	07/16/2020	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	5.99
06/2020		003515		00	07/16/2020	531-4320-443.52-12	ALLIED ELECTRONICS INC	EFT:	47.12
06/2020		003516		00	07/16/2020	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	25.98
06/2020		003517		00	07/16/2020	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	22.42
06/2020		003518		00	07/16/2020	531-4320-443.52-12	ALLIED ELECTRONICS INC	EFT:	256.88
06/2020		003377		00	07/16/2020	531-4330-443.52-04	NAPA AUTO PARTS GARDNER	EFT:	18.50-
06/2020		003398		00	07/16/2020	531-4330-443.43-02	LOGAN CONTRACTOR SUPPLY I	EFT:	44.50
06/2020		003431		00	07/16/2020	531-4330-443.52-20	STAPLS730851606700001	EFT:	10.23
06/2020		003434		00	07/16/2020	531-4330-443.40-04	USPS PO 1933770514	EFT:	4.60
06/2020		003490		00	07/16/2020	531-4330-443.52-20	ORSCHELN FARM AND HOME ST	EFT:	37.99
06/2020		003491		00	07/16/2020	531-4330-443.52-20	ORSCHELN FARM AND HOME ST	EFT:	41.59
06/2020		003492		00	07/16/2020	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	12.59
06/2020		003493		00	07/16/2020	531-4330-443.52-20	ORSCHELN FARM AND HOME ST	EFT:	41.59-
06/2020		003494		00	07/16/2020	531-4330-443.52-12	CMI	EFT:	33.12
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06/2020		003496		00	07/16/2020	531-4330-443.52-02	TRAILS WEST ACE HDWE	EFT:	11.99-
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06/2020		003498		00	07/16/2020	531-4330-443.52-02	FASTENAL COMPANY 01KSKA3	EFT:	46.55
06/2020		003419		00	07/16/2020	531-4340-443.63-17	TRAILS WEST ACE HDWE	EFT:	212.24
06/2020		003405		00	07/16/2020	551-4520-445.43-03	CMI	EFT:	32.98
06/2020		003416		00	07/16/2020	551-4520-445.43-03	CMI	EFT:	82.72
06/2020		003519		00	07/16/2020	551-4520-445.43-02	TRAILS WEST ACE HDWE	EFT:	19.85
06/2020		003520		00	07/16/2020	551-4520-445.43-03	CMI	EFT:	14.28
06/2020		003521		00	07/16/2020	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	9.59
06/2020		003522		00	07/16/2020	551-4520-445.43-03	SUTHERLANDS 1223	EFT:	35.98
06/2020		003523		00	07/16/2020	551-4520-445.52-09	GARDNER AIRPORT ASSN INC	EFT:	45.75
06/2020		003524		00	07/16/2020	551-4520-445.43-03	SUTHERLANDS 1223	EFT:	35.98-
06/2020		003315		00	07/16/2020	601-1230-412.52-20	WAL-MART #5307	EFT:	20.00
06/2020		003316		00	07/16/2020	601-1230-412.52-20	WAL-MART #5307	EFT:	134.46
06/2020		003346		00	07/16/2020	601-1230-412.31-15	SAINT LUKES HEALTH	EFT:	84.00
06/2020		003329		00	07/16/2020	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	1.02
06/2020		003330		00	07/16/2020	602-1340-413.47-05	VRSN DOTGOVREGISTRATION	EFT:	400.00
06/2020		003331		00	07/16/2020	602-1340-413.47-05	ZOOM.US	EFT:	121.61
06/2020		003393		00	07/16/2020	603-3150-431.43-05	NAPA AUTO PARTS GARDNER	EFT:	16.73
06/2020		003425		00	07/16/2020	603-3150-431.52-01	CES 491	EFT:	183.59

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							
06/2020		003426		00	07/16/2020	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	54.85
06/2020		003427		00	07/16/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	9.49
06/2020		003428		00	07/16/2020	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	9.49
06/2020		003320		00	07/16/2020	604-1320-413.52-20	STAPLS7308492210000001	EFT:	25.34
06/2020		003321		00	07/16/2020	604-1320-413.52-20	STAPLS7308492210000002	EFT:	82.29
06/2020		003322		00	07/16/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	7.16
06/2020		003323		00	07/16/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	79.50
06/2020		003324		00	07/16/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	17.51
06/2020		003325		00	07/16/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	159.00
06/2020		003326		00	07/16/2020	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	8.59
06/2020		003399		00	07/16/2020	604-1320-413.52-04	NAPA AUTO PARTS GARDNER	EFT:	6.42
							VENDOR TOTAL *	.00	27,351.64
0099999	00	SHEPHARD, JIMMIE							
000048187		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	14.75	
							VENDOR TOTAL *	14.75	
0099999	00	SIDWELL, ROBYN							
000016513		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	65.01	
							VENDOR TOTAL *	65.01	
0099999	00	SLM PROPERTIES, LLC							
000047473		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	22.61	
							VENDOR TOTAL *	22.61	
0099999	00	SOCZEK, TAIRYN & RENEE SPERRY							
000061549		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	88.86	
							VENDOR TOTAL *	88.86	
0001566	00	STAPLES BUSINESS ADVANTAGE							
8058542575		003283		00	07/16/2020	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	118.32
8058818715		003283		00	07/16/2020	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	128.09
							VENDOR TOTAL *	.00	246.41
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							
2570842		003283		00	07/16/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	259.09
							VENDOR TOTAL *	.00	259.09
0099999	00	SWEARENGIN, HANNAH							
000060445		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	32.39	
							VENDOR TOTAL *	32.39	
0099999	00	TAYLOR, DAVID							
000062481		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	79.56	
							VENDOR TOTAL *	79.56	
0000176	00	TIME WARNER CABLE							

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
0000176	00	TIME WARNER CABLE							
25056001070520		003283		00	07/16/2020	602-1340-413.47-05	MONTHLY BILLING	45.08	
							VENDOR TOTAL *	45.08	
0004841	00	TIREHUB, LLC							
14488173		003283		00	07/16/2020	001-2120-421.43-05	TIRES	EFT:	192.00
14705649		003283		00	07/16/2020	001-2120-421.43-05	TIRES	EFT:	2,020.80
							VENDOR TOTAL *	.00	2,212.80
0099999	00	TKT PROPERTIES							
000061423		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	37.92	
							VENDOR TOTAL *	37.92	
0099999	00	TRAFFIC CONTROL COMPANY							
000057915		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	11.08	
							VENDOR TOTAL *	11.08	
0099999	00	TUCKER, RONALD & DEBBY							
000061061		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	47.97	
							VENDOR TOTAL *	47.97	
0099999	00	TYRER, SHELBY & NOLAN BAUER							
000061303		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	126.88	
							VENDOR TOTAL *	126.88	
0002484	00	US FOOD SERVICE							
5305010		003283		00	07/16/2020	001-6110-461.52-15	CONCESSION FOOD	EFT:	658.57
5411310		003283		00	07/16/2020	001-6110-461.52-15	CONCESSION FOOD	EFT:	1,285.51
							VENDOR TOTAL *	.00	1,944.08
0000238	00	USA BLUE BOOK							
285162		003283		00	07/16/2020	531-4320-443.52-12	COMPOUND GAUGES	EFT:	79.25
							VENDOR TOTAL *	.00	79.25
0099999	00	WARD DEVELOPMENT & INVESTMENT							
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	16.64	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	20.81	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	1.24	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	23.80	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	59.27	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	183.71	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	82.62	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	63.50	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	98.31	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	47.23	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	65.18	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	45.41	
000057005		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	66.33	
							VENDOR TOTAL *	774.05	
0099999	00	WHEELER, DAVID							

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	WHEELER, DAVID							
000061475		UT		00	07/14/2020	501-0000-229.00-00	MANUAL CHECK	76.22	
							VENDOR TOTAL *	76.22	
0004137	00	WINPRO SOLUTIONS, INC							
260390		003301		00	07/16/2020	601-1230-412.31-15	PPE TOWEL DISPENSERS	EFT:	2,235.50
							VENDOR TOTAL *	.00	2,235.50
							HAND ISSUED TOTAL ***		45.68-
							EFT/EPAY TOTAL ***		503,889.46
							TOTAL EXPENDITURES ****	38,262.23	503,843.78
							GRAND TOTAL **********		542,106.01

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
0004197	00	AID ANIMAL HOSPITAL, INC							
408990		003616		00	07/24/2020	001-2120-421.52-20	ZEUS - EXAM LEG	75.20	
							VENDOR TOTAL *	75.20	
0099999	00	ALLEN, BRAXTON							
000064043		UT		00	07/15/2020	501-0000-229.00-00	FINAL BILL REFUND	14.41	
							VENDOR TOTAL *	14.41	
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01091570		003590		00	07/24/2020	501-4130-441.44-02	LEASE PAYMENT	EFT:	5,821.88
01091569		003591		00	07/24/2020	501-4130-441.44-02	LEASE PAYMENT	EFT:	4,620.94
01091568		003592		00	07/24/2020	501-4130-441.44-02	LEASE PAYMENT	EFT:	3,645.52
01091566		003592		00	07/24/2020	501-4130-441.44-02	LEASE PAYMENT	EFT:	3,667.41
01091567		003592		00	07/24/2020	501-4130-441.44-02	LEASE PAYMENT	EFT:	3,502.11
							VENDOR TOTAL *	.00	21,257.86
0004220	00	AMERICAN TEXTILE MILLS, INC							
24825		003592		00	07/24/2020	521-4220-442.52-20	TOWELS	EFT:	350.66
							VENDOR TOTAL *	.00	350.66
0004997	00	AMGUTTERS.COM, LLC							
2020199		003592		00	07/24/2020	531-4320-443.43-01	GUTTER REPAIR	325.00	
							VENDOR TOTAL *	325.00	
0001986	00	ANIXTER, INC.							
4641283-00		PI0304	007375	00	07/10/2020	501-4130-441.52-31	TRANSFORMERS	EFT:	5,078.55
4623697-00		003592		00	07/24/2020	501-4130-441.52-25	STREET LIGHT REPAIR SYSTE	EFT:	932.40
4623697-01		003592		00	07/24/2020	501-4130-441.52-25	STREET LIGHT REPAIR SYSTE	EFT:	823.23
4635924-00		003592		00	07/24/2020	501-4130-441.52-31	LINE HARDWARE	EFT:	784.94
4643721-00		003592		00	07/24/2020	501-4130-441.52-31	PARTS & HARDWARE	EFT:	471.02
							VENDOR TOTAL *	.00	8,090.14
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-07162020		003617		00	07/24/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	150.48
7589-07162020		003618		00	07/24/2020	521-4230-442.31-15	MONTHLY BILLING	EFT:	10.49
7589-07162020		003619		00	07/24/2020	531-4330-443.31-15	MONTHLY BILLING	EFT:	10.49
							VENDOR TOTAL *	.00	171.46
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT							
3503078		PI0309	007378	00	07/06/2020	601-1230-412.45-02	COVERAGE RENEWAL	EFT:	19,844.00
							VENDOR TOTAL *	.00	19,844.00
0004860	00	AT&T MOBILITY							
07082020		003592		00	07/24/2020	001-2110-421.40-03	DEPT. CELL PHONES	1,854.20	
							VENDOR TOTAL *	1,854.20	
0000822	00	B & B SERVICES							
3084		003620		00	07/24/2020	521-4220-442.43-02	VALVE REPAIR	EFT:	1,092.09
							VENDOR TOTAL *	.00	1,092.09
0001773	00	BHC RHODES							

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0001773	00	BHC RHODES							
37088		PI0302	007293	00	07/09/2020	001-3130-431.31-10	PROFESSIONAL SERVICES	EFT:	720.00
							VENDOR TOTAL *	.00	720.00
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS623932		PI0298	007234	00	07/08/2020	521-4220-442.52-13	CHEMICALS	EFT:	4,972.50
BMS629402		PI0299	007234	00	07/15/2020	521-4220-442.52-13	CHEMICALS	EFT:	4,972.50
BMS626147		PI0300	007247	00	07/08/2020	521-4220-442.52-13	CHEMICALS	EFT:	940.80
							VENDOR TOTAL *	.00	10,885.80
0001984	00	BSN SPORTS, LLC							
909329391		003621		00	07/24/2020	001-6110-461.47-53	SOFTBALLS & TEE BALLS	EFT:	895.59
							VENDOR TOTAL *	.00	895.59
0099999	00	CANYON MICHAEL SCRANTON							
96176		003614		00	07/24/2020	001-0000-349.01-00	OVER-PAYMENT	50.00	
							VENDOR TOTAL *	50.00	
0004443	00	CATCH IT WILDLIFE AND PEST CONTROL							
1324		003592		00	07/24/2020	001-6120-461.31-15	PEST CONTROL	800.00	
							VENDOR TOTAL *	800.00	
0000001	00	CENTURYLINK							
320501840 0720		003622		00	07/24/2020	602-1340-413.40-03	MONTHLY BILLING	88.73	
314117591 0720		003623		00	07/24/2020	602-1340-413.40-03	MONTHLY BILLING	1,595.14	
							VENDOR TOTAL *	1,683.87	
0000429	00	CINTAS FIRE PROTECTION							
5017786184		003592		00	07/24/2020	521-4220-442.31-15	MONTHLY BILLING	EFT:	94.31
							VENDOR TOTAL *	.00	94.31
0001396	00	CLEAR WATER EQUIPMENT							
3041-550		003592		00	07/24/2020	521-4220-442.52-12	ROTAMETER ASSEMBLY	EFT:	1,752.49
							VENDOR TOTAL *	.00	1,752.49
0000601	00	CUSTOM METAL & FABRICATION							
27808		003592		00	07/24/2020	001-6120-461.43-02	REPAIR	EFT:	30.80
27922		003592		00	07/24/2020	001-6120-461.52-01	GATE REPAIR @ CP	EFT:	37.04
							VENDOR TOTAL *	.00	67.84
0001557	00	DATCO, INC							
198742		003592		00	07/24/2020	001-2120-421.53-02	SHIRT EMBROIDERY	20.00	
							VENDOR TOTAL *	20.00	
0004846	00	DECKER SPORTS							
S2789		003624		00	07/24/2020	001-6110-461.47-53	BASEBALLS	EFT:	1,170.00
							VENDOR TOTAL *	.00	1,170.00
0004998	00	DELTA DENTAL OF KANSAS							
1005114202007		003592		00	07/24/2020	001-1120-411.21-01	MONTHLY BILLING	EFT:	46.26

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004998	00	DELTA DENTAL OF KANSAS						
1005114202007	003592		00	07/24/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	111.10
1005114202007	003592		00	07/24/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	18.58
1005114202007	003592		00	07/24/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	64.84
1005114202007	003592		00	07/24/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	203.62
1005114202007	003592		00	07/24/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	92.52
1005114202007	003592		00	07/24/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	296.14
1005114202007	003592		00	07/24/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	819.39
1005114202007	003592		00	07/24/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	18.58
1005114202007	003592		00	07/24/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	240.78
1005114202007	003592		00	07/24/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	83.42
1005114202007	003592		00	07/24/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	148.26
1005114202007	003592		00	07/24/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	175.94
1005114202007	003592		00	07/24/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	111.10
1005114202007	003592		00	07/24/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	111.10
1005114202007	003592		00	07/24/2020	501-4110-441.21-01	MONTHLY BILLING	EFT:	111.10
1005114202007	003592		00	07/24/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	129.68
1005114202007	003592		00	07/24/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	314.72
1005114202007	003592		00	07/24/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	194.52
1005114202007	003592		00	07/24/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	213.10
1005114202007	003592		00	07/24/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	129.68
1005114202007	003592		00	07/24/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	18.58
1005114202007	003592		00	07/24/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	111.10
1005114202007	003592		00	07/24/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	166.84
1005114202007	003592		00	07/24/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	3,935.90
						VENDOR TOTAL *	.00	7,866.85
0004096	00	DESIGN 4 SPORTS						
35316	003625		00	07/24/2020	001-6110-461.47-53	JERSEYS	EFT:	4,221.00
						VENDOR TOTAL *	.00	4,221.00
0002511	00	ENRIGHT LAWNS, INC						
23686	003626		00	07/24/2020	001-2110-421.47-56	ABATEMENT MOWING	EFT:	200.00
23687	003627		00	07/24/2020	001-2110-421.47-56	ABATEMENT MOWING	EFT:	100.00
						VENDOR TOTAL *	.00	300.00
0000855	00	EWING IRRIGATION PRODUCTS, INC						
12006947	003592		00	07/24/2020	001-6120-461.52-01	TURF MAINTENANCE	1,648.13	
						VENDOR TOTAL *	1,648.13	
0002956	00	FASTENAL CO.						
KSKA3140093	003628		00	07/24/2020	501-4130-441.52-20	ELECTROLYTE MIX	EFT:	24.08
KSKA3140154	003592		00	07/24/2020	521-4220-442.52-20	9V BATTERIES	EFT:	26.63
						VENDOR TOTAL *	.00	50.71
0099999	00	FOWLER, MICHELE						
000039175	UT		00	07/20/2020	501-0000-229.00-00	MANUAL CHECK	122.00	
						VENDOR TOTAL *	122.00	
0099999	00	FOX, ALEXANDRA						

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	FOX, ALEXANDRA							
000055175		UT		00	07/21/2020	501-0000-229.00-00	MANUAL CHECK	116.56	
							VENDOR TOTAL *	116.56	
0000086	00	GALLS, LLC							
016029653		003592		00	07/24/2020	001-2120-421.53-02	SHIRTS - GERING	EFT:	49.00
016057754		003629		00	07/24/2020	001-2120-421.53-02	SHIRTS & PANTS - GERING	EFT:	494.83
							VENDOR TOTAL *	.00	543.83
0000722	00	GEHS PROJECT GRADUATION							
07232020		003668		00	07/24/2020	001-1110-411.54-93	2020 BUDGETED SUPPORT	1,500.00	
							VENDOR TOTAL *	1,500.00	
0000092	00	GEORGE BUTLER ASSOC., INC.							
59186		PI0307	007316	00	07/14/2020	531-4340-443.62-10	SANITARY SEWER IMPROVE.	37,246.16	
							VENDOR TOTAL *	37,246.16	
0000181	00	GRAINGER							
9581171213		003630		00	07/24/2020	521-4220-442.52-20	CARBON SMOKE ALARM	EFT:	72.09
9579035180		003592		00	07/24/2020	531-4320-443.52-12	EXHAUST FAN BLADE	EFT:	103.57
							VENDOR TOTAL *	.00	175.66
0003183	00	GREEN SPECTRUM MARKETING LLC							
6141		003631		00	07/24/2020	001-6120-461.53-02	SHIRTS W/ LOGO	EFT:	403.10
							VENDOR TOTAL *	.00	403.10
0000201	00	HASTY AWARDS							
06200247		003632		00	07/24/2020	001-6110-461.47-53	TROPHIES	EFT:	560.04
							VENDOR TOTAL *	.00	560.04
0002095	00	HDR ENGINEERING, INC							
1200279170		PI0303	007322	00	07/09/2020	001-3130-431.31-10	ON CALL TRAFFIC	EFT:	2,073.84
							VENDOR TOTAL *	.00	2,073.84
0000297	00	HERITAGE-CRYSTAL CLEAN							
16335554		003592		00	07/24/2020	501-4130-441.44-02	PARTS CLEANER	EFT:	427.19
							VENDOR TOTAL *	.00	427.19
0099999	00	HOLTSCLAW, SUSAN & MARTIN							
000003625		UT		00	07/21/2020	501-0000-229.00-00	MANUAL CHECK	123.86	
							VENDOR TOTAL *	123.86	
0005000	00	HUMANA INSURANCE COMPANY							
702625435		003634		00	07/24/2020	001-1120-411.21-01	MONTHLY BILLING	EFT:	3,628.20
702625435		003635		00	07/24/2020	001-1140-411.21-01	MONTHLY BILLING	EFT:	2,040.60
702625435		003636		00	07/24/2020	001-1150-411.21-01	MONTHLY BILLING	EFT:	536.32
702625435		003638		00	07/24/2020	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,556.62
702625435		003639		00	07/24/2020	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,184.82
702625435		003641		00	07/24/2020	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,418.80
702625435		003643		00	07/24/2020	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,451.66

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
0005000	00	HUMANA INSURANCE COMPANY							
702625435		003644		00	07/24/2020	001-2120-421.21-01	MONTHLY BILLING	EFT:	19,564.50
702625435		003645		00	07/24/2020	001-2130-421.21-01	MONTHLY BILLING	EFT:	536.32
702625435		003646		00	07/24/2020	001-3110-431.21-01	MONTHLY BILLING	EFT:	1,209.40
702625435		003647		00	07/24/2020	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,020.30
702625435		003648		00	07/24/2020	001-3120-431.21-01	MONTHLY BILLING	EFT:	4,911.30
702625435		003649		00	07/24/2020	001-3130-431.21-01	MONTHLY BILLING	EFT:	2,818.36
702625435		003656		00	07/24/2020	001-6105-461.21-01	MONTHLY BILLING	EFT:	4,911.30
702625435		003657		00	07/24/2020	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,018.12
702625435		003658		00	07/24/2020	001-7110-471.21-01	MONTHLY BILLING	EFT:	5,708.18
702625435		003659		00	07/24/2020	001-7120-471.21-01	MONTHLY BILLING	EFT:	3,199.26
702625435		003650		00	07/24/2020	501-4110-441.21-01	MONTHLY BILLING	EFT:	3,491.44
702625435		003651		00	07/24/2020	501-4120-441.21-01	MONTHLY BILLING	EFT:	3,589.70
702625435		003652		00	07/24/2020	501-4130-441.21-01	MONTHLY BILLING	EFT:	8,427.30
702625435		003653		00	07/24/2020	521-4220-442.21-01	MONTHLY BILLING	EFT:	5,146.78
702625435		003654		00	07/24/2020	521-4230-442.21-01	MONTHLY BILLING	EFT:	7,330.10
702625435		003655		00	07/24/2020	531-4320-443.21-01	MONTHLY BILLING	EFT:	4,323.10
702625435		003637		00	07/24/2020	601-1230-412.21-01	MONTHLY BILLING	EFT:	536.32
702625435		003660		00	07/24/2020	601-1230-412.31-15	MONTHLY BILLING	EFT:	1,089.74
702625435		003642		00	07/24/2020	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,250.00
702625435		003640		00	07/24/2020	604-1320-413.21-01	MONTHLY BILLING	EFT:	5,871.74
702625435		003633		00	07/24/2020	721-0000-202.03-08	MONTHLY BILLING	EFT:	17,680.64
							VENDOR TOTAL *	.00	132,450.92
0099999	00	IBERG, TIMOTHY							
000063013		UT		00	07/15/2020	501-0000-229.00-00	FINAL BILL REFUND	36.98	
							VENDOR TOTAL *	36.98	
0000102	00	ICMA RETIREMENT TRUST - 457							
367302		003595		00	07/24/2020	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	8,017.76
							VENDOR TOTAL *	.00	8,017.76
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1071781-000		003661		00	07/24/2020	501-4120-441.52-12	PVC PIPE	EFT:	27.30
							VENDOR TOTAL *	.00	27.30
0003478	00	JCPRD							
FA-16824		003662		00	07/24/2020	001-6110-461.47-53	FIELDHOUSE RENTAL	225.00	
							VENDOR TOTAL *	225.00	
0000405	00	JOHNSON COUNTY GOVERNMENT							
159955		003592		00	07/24/2020	001-2110-421.31-11	PRISONER BOARDING 2ND QTR	300.00	
							VENDOR TOTAL *	300.00	
0000777	00	JOHNSON COUNTY MENTAL HLTH CTR							
02242020		003592		00	07/24/2020	125-1120-411.49-04	ALCOHOL TAX ALLOCATION	EFT:	5,600.00
							VENDOR TOTAL *	.00	5,600.00
0002760	00	KA-COMM, INC							
174765		003592		00	07/24/2020	001-2120-421.61-09	REMOVE EQP FROM #102	EFT:	450.75

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002760	00	KA-COMM, INC								
174822		PI0305	007188	00	07/01/2020	001-2120-421.61-09	INSTALL EQP. - VEHICLES		EFT:	12,115.42
174824		PI0306	007188	00	07/01/2020	001-2120-421.61-09	INSTALL EQP - VEHICLES		EFT:	11,739.95
							VENDOR TOTAL *		.00	24,306.12
0002117	00	KANSAS CITY SPORTS, LLC								
5184		003663		00	07/24/2020	001-6110-461.47-53	USSSA SANCTION FEE		60.00	
							VENDOR TOTAL *		60.00	
0000300	00	KANSAS DEPT OF REVENUE								
0202-4M6H-CBP7		003604		00	07/24/2020	001-0000-207.20-00	JUNE 2020 SALES TAX	CHECK #:	103	1,330.95
0202-743R-587G		003600		00	07/24/2020	501-0000-207.20-00	JUNE 2020 SALES TAX	CHECK #:	103	52,230.91
0202-743R-587G		003596		00	07/24/2020	501-4110-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	263.08
0202-743R-587G		003597		00	07/24/2020	501-4120-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	317.11
0202-743R-587G		003598		00	07/24/2020	501-4130-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	12.06
0202-8CA5-GN3M		003601		00	07/24/2020	501-4130-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	70.79
0202-743R-587G		003599		00	07/24/2020	501-4140-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	19.90
0202-8CA5-GN3M		003602		00	07/24/2020	501-4140-441.48-02	JUNE 2020 SALES TAX	CHECK #:	103	3,554.59
0202-4M6H-CBP7		003603		00	07/24/2020	551-0000-207.20-00	JUNE 2020 SALES TAX	CHECK #:	103	358.52
							VENDOR TOTAL *		.00	58,157.91
0000112	00	KANSAS ONE-CALL SYSTEM, INC.								
60248		003592		00	07/24/2020	501-4130-441.40-06	LOCATES		EFT:	9.60
							VENDOR TOTAL *		.00	9.60
0001118	00	KANSAS WATER ENVIRONMENTAL ASSOC								
07132020		003592		00	07/24/2020	521-4230-442.46-01	CERT. RENEWAL-TIMBLIN		25.00	
							VENDOR TOTAL *		25.00	
0000784	00	KEY EQUIPMENT & SUPPLY CO								
260806		003664		00	07/24/2020	531-4330-443.52-04	SEWER ROOT CUTTER NOZZLE		EFT:	80.70
							VENDOR TOTAL *		.00	80.70
0000805	00	KMGA GAS SUPPLY OPERATING FUND								
KMGA-GA-2020-06		003665		00	07/24/2020	501-4120-441.41-50	GAS		EFT:	325.75
							VENDOR TOTAL *		.00	325.75
0000076	00	KONICA MINOLTA BUSINESS SOLUTIONS								
267026251		003666		00	07/24/2020	602-1340-413.43-02	MONTHLY BILLING		EFT:	230.00
							VENDOR TOTAL *		.00	230.00
0002489	00	KPERS								
1551152		003605		00	07/24/2020	721-0000-202.03-05	071620 PAY PERIOD	CHECK #:	112	777.50
1551159		003606		00	07/24/2020	721-0000-202.03-01	071620 PAY PERIOD	CHECK #:	112	110.49
1551163		003607		00	07/24/2020	721-0000-202.03-01	071620 PAY PERIOD	CHECK #:	112	43,221.84
							VENDOR TOTAL *		.00	44,109.83
0003568	00	KPERS RETIREMENT								
1551166		003608		00	07/24/2020	721-0000-202.03-03	071620 PAY PERIOD	CHECK #:	118	7,868.04
							VENDOR TOTAL *		.00	7,868.04
0002490	00	KPF								

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
0002490	00	KPF							
1551156		003609		00	07/24/2020	721-0000-202.03-05	071620 PAY PERIOD	CHECK #: 113	96.97
1551170		003610		00	07/24/2020	721-0000-202.03-02	071620 PAY PERIOD	CHECK #: 113	30,242.15
							VENDOR TOTAL *	.00	30,339.12
0004769	00	KRONOS SAASHR, INC							
11629001		003666		00	07/24/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,738.42
							VENDOR TOTAL *	.00	1,738.42
0004949	00	LEGAL RECORD, THE							
L86417		003592		00	07/24/2020	001-1150-411.47-01	ORDINANCE	EFT:	123.29
L86618		003666		00	07/24/2020	001-1150-411.47-01	HEARING NOTICE	EFT:	11.80
L86491		003592		00	07/24/2020	521-4210-442.47-01	RESOLUTION	EFT:	31.92
							VENDOR TOTAL *	.00	167.01
0099999	00	MAUER-HECKER, MARCI							
000056661		UT		00	07/21/2020	501-0000-229.00-00	MANUAL CHECK	12.64	
							VENDOR TOTAL *	12.64	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
844540		003666		00	07/24/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	4,199.00
844541		003666		00	07/24/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	2,020.00
844493		PI0308	007379	00	07/16/2020	001-1120-411.31-02	LEGAL SERVICES	EFT:	11,000.00
							VENDOR TOTAL *	.00	17,219.00
0099999	00	MINIT MART							
93736		003613		00	07/24/2020	001-0000-207.10-10	RESTITUTION	36.08	
							VENDOR TOTAL *	36.08	
0000132	00	NATIONAL SIGN CO., INC.							
IN-193898		003592		00	07/24/2020	001-3120-431.52-10	STREET SIGNS	EFT:	229.50
							VENDOR TOTAL *	.00	229.50
0000142	00	OLATHE WINWATER WORKS							
151297 00		003666		00	07/24/2020	531-4320-443.52-12	PARTS FOR LIFT STATION	EFT:	2,376.33
							VENDOR TOTAL *	.00	2,376.33
0000393	00	OLSSON, INC.							
361232		PI0301	007285	00	07/01/2020	001-3130-431.31-10	TRAFFIC REVIEW ON CALL	EFT:	479.33
							VENDOR TOTAL *	.00	479.33
0000256	00	OTTAWA COOP							
48397 0620		003592		00	07/24/2020	001-3120-431.52-09	FUEL	EFT:	157.52
48397 0620		003666		00	07/24/2020	521-4220-442.52-09	FUEL	EFT:	149.11
48397 0620		003666		00	07/24/2020	521-4230-442.52-09	FUEL	EFT:	255.96
48397 0620		003666		00	07/24/2020	531-4320-443.52-09	FUEL	EFT:	331.31
							VENDOR TOTAL *	.00	893.90
0099999	00	OWENS, JOEL & CRYSTAL							
000050453		UT		00	07/21/2020	501-0000-229.00-00	MANUAL CHECK	134.39	

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0099999	00	OWENS, JOEL & CRYSTAL							
							VENDOR TOTAL *	134.39	
0001569	00	PAYCOR, INC							
INV01102087		003611		00	07/24/2020	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	672.02
							VENDOR TOTAL *	.00	672.02
0001335	00	PENNY'S CONCRETE, INC							
649670		003592		00	07/24/2020	117-3120-431.43-06	POT HOLE UTILITIES	310.00	
650436		003666		00	07/24/2020	521-4230-442.52-12	SIDEWALK REPAIR	498.00	
							VENDOR TOTAL *	808.00	
0000145	00	PEPSI-COLA							
86843156		003592		00	07/24/2020	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	1,018.02
							VENDOR TOTAL *	.00	1,018.02
0001835	00	PHELPS ENGINEERING, INC							
34726		PI0297	007373	00	06/25/2020	403-3130-431.62-02	ENGINEERING SERVICES	EFT:	127,121.81
							VENDOR TOTAL *	.00	127,121.81
0000149	00	PRAXAIR DISTRIBUTION INC							
97547575		003666		00	07/24/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	362.31
97549083		003666		00	07/24/2020	501-4120-441.44-02	CYLINDER RENTAL	EFT:	53.68
							VENDOR TOTAL *	.00	415.99
0099999	00	PRIEB HOMES INC							
000028239		UT		00	07/15/2020	501-0000-229.00-00	MANUAL CHECK	80.44	
							VENDOR TOTAL *	80.44	
0000150	00	QUILL CORPORATION							
8659580		003666		00	07/24/2020	531-4320-443.52-20	PAPER TOWELS	194.98	
							VENDOR TOTAL *	194.98	
0004650	00	RYAN LAWN AND TREE INC							
1797210		003592		00	07/24/2020	001-6120-461.31-15	TREE/SHRUB CHEM. APP.	1,522.50	
1894807		003592		00	07/24/2020	001-6120-461.31-15	TREE/SHRUB CHEM. APP.	227.25	
							VENDOR TOTAL *	1,749.75	
0003945	00	SANTA FE STORAGE, LLC							
12242		003593		00	07/24/2020	001-6110-461.44-02	MONTHLY BILLING	EFT:	845.00
							VENDOR TOTAL *	.00	845.00
0099999	00	SEARS, DYLAN							
000064501		UT		00	07/10/2020	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 128421	115.00-
							VENDOR TOTAL *	.00	115.00-
0004159	00	SHRED-IT USA LLC							
8180020501		003593		00	07/24/2020	001-2110-421.31-15	SHREDDING SERVICES	45.40	
							VENDOR TOTAL *	45.40	
0000456	00	SMITH & LOVELESS, INC.							

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0000456	00	SMITH & LOVELESS, INC.							
145823		003666		00	07/24/2020	531-4320-443.52-12	VOLUTE GASKETS	EFT:	126.51
							VENDOR TOTAL *	.00	126.51
0001709	00	SPRINT							
403233312-223		003666		00	07/24/2020	001-1120-411.40-03	MONTHLY BILLING	EFT:	38.83
403233312-223		003666		00	07/24/2020	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.83
403233312-223		003666		00	07/24/2020	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.83
403233312-223		003666		00	07/24/2020	001-3110-431.40-03	MONTHLY BILLING	EFT:	10.00
403233312-223		003666		00	07/24/2020	001-3116-431.40-03	MONTHLY BILLING	EFT:	38.83
403233312-223		003666		00	07/24/2020	001-3120-431.40-03	MONTHLY BILLING	EFT:	155.32
403233312-223		003666		00	07/24/2020	001-3130-431.40-03	MONTHLY BILLING	EFT:	377.65
403233312-223		003666		00	07/24/2020	001-6105-461.40-03	MONTHLY BILLING	EFT:	242.98
403233312-223		003666		00	07/24/2020	001-6120-461.40-03	MONTHLY BILLING	EFT:	267.13
403233312-223		003666		00	07/24/2020	001-7110-471.40-03	MONTHLY BILLING	EFT:	56.03
403233312-223		003666		00	07/24/2020	001-7120-471.40-03	MONTHLY BILLING	EFT:	116.49
403233312-223		003666		00	07/24/2020	501-4110-441.40-03	MONTHLY BILLING	EFT:	34.48
403233312-223		003666		00	07/24/2020	501-4120-441.40-03	MONTHLY BILLING	EFT:	75.98
403233312-223		003666		00	07/24/2020	501-4130-441.40-03	MONTHLY BILLING	EFT:	153.49
403233312-223		003666		00	07/24/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	153.64
403233312-223		003666		00	07/24/2020	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-223		003666		00	07/24/2020	521-4230-442.40-03	MONTHLY BILLING	EFT:	27.15
403233312-223		003666		00	07/24/2020	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.13
403233312-223		003666		00	07/24/2020	531-4330-443.40-03	MONTHLY BILLING	EFT:	126.49
403233312-223		003666		00	07/24/2020	602-1340-413.40-03	MONTHLY BILLING	EFT:	561.83
403233312-223		003666		00	07/24/2020	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.83
403233312-223		003666		00	07/24/2020	604-1320-413.40-03	MONTHLY BILLING	EFT:	184.49
							VENDOR TOTAL *	.00	2,877.43
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							
2581422		003666		00	07/24/2020	501-4110-441.43-02	MONTHLY BILLING	EFT:	47.78
2581414		003666		00	07/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	208.86
2581780		003666		00	07/24/2020	602-1340-413.43-02	MONTHLY BILLING	EFT:	251.32
							VENDOR TOTAL *	.00	507.96
0004482	00	SUPERION, LLC							
282439		003666		00	07/24/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	102.67
285318		003666		00	07/24/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	100.69
							VENDOR TOTAL *	.00	203.36
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
24176		003593		00	07/24/2020	117-3120-431.43-06	PATCHING	EFT:	1,602.69
24214		003593		00	07/24/2020	117-3120-431.43-06	PATCHING	EFT:	436.44
24633		003593		00	07/24/2020	117-3120-431.43-06	PATCHING	EFT:	523.21
24664		003593		00	07/24/2020	117-3120-431.43-06	PATCHING	EFT:	1,295.38
24705		003593		00	07/24/2020	117-3120-431.43-06	ASPHALT PATCHING	EFT:	1,252.00

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
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
							VENDOR TOTAL *	.00	5,109.72
0000105	00	TYLER TECHNOLOGIES, INC							
025-294630		003666		00	07/24/2020	602-1340-413.47-05	MONTHLY BILLING	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0001126	00	VALIDITY SCREENING SOLUTIONS							
191867		003593		00	07/24/2020	001-1140-411.31-15	I9'S	EFT:	168.00
191867		003593		00	07/24/2020	601-1230-412.31-15	BACKGROUND CHECK	EFT:	154.40
							VENDOR TOTAL *	.00	322.40
0000289	00	VIKING INDUSTRIAL SUPPLY							
14229		003666		00	07/24/2020	001-6120-461.52-01	SHOP SUPPLIES	EFT:	146.00
14231		003666		00	07/24/2020	001-6120-461.52-01	SHOP SUPPLIES	EFT:	467.10
14232		003666		00	07/24/2020	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	1,465.42
14239		003666		00	07/24/2020	001-6120-461.52-01	SHOP SUPPLIES	EFT:	301.50
14245		003666		00	07/24/2020	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	389.13
14254		003666		00	07/24/2020	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	457.42
14259		003666		00	07/24/2020	001-6120-461.52-01	SHOP SUPPLIES	EFT:	50.00
							VENDOR TOTAL *	.00	3,276.57
0003687	00	WATCHGUARD VIDEO							
ADVREP193263		003666		00	07/24/2020	001-2120-421.52-20	REPLACE BODY CAMERA	430.00	
							VENDOR TOTAL *	430.00	
0099999	00	WEATHERS, LOIS							
000060999		UT		00	07/15/2020	501-0000-229.00-00	MANUAL CHECK	18.08	
							VENDOR TOTAL *	18.08	
0003221	00	WEX BANK							
66388999		003669		00	07/24/2020	501-4120-441.52-09	FUEL	EFT:	190.82
66388999		003670		00	07/24/2020	501-4130-441.52-09	FUEL	EFT:	1,496.28
66388999		003671		00	07/24/2020	521-4220-442.52-09	FUEL	EFT:	227.07
66388999		003674		00	07/24/2020	521-4230-442.52-09	FUEL	EFT:	990.24
66388999		003672		00	07/24/2020	531-4320-443.52-09	FUEL	EFT:	587.02
66388999		003673		00	07/24/2020	531-4330-443.52-09	FUEL	EFT:	430.58
							VENDOR TOTAL *	.00	3,922.01
0004611	00	WILSON, NICK							
06302020		003615		00	07/24/2020	001-6105-461.46-01	MILEAGE REIMBURSEMENT	155.14	
							VENDOR TOTAL *	155.14	
0003950	00	WISECUP, KIMBERLY							
07142020		003593		00	07/24/2020	001-6110-461.47-54	INSTRUCTOR	84.00	
							VENDOR TOTAL *	84.00	
							HAND ISSUED TOTAL ***		149,049.68
							EFT/EPAY TOTAL ***		414,249.12

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
0003950	00							
						TOTAL EXPENDITURES ****	49,975.27	563,298.80
					GRAND TOTAL	**********		613,274.07

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

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: MICHAEL KRAMER, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of an agreement amendment with BHC Rhodes, Inc. to design the US-56, Moonlight Road to Old-56 improvements

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

Department: Public Works

Staff Recommendation:
Staff recommends authorizing Amendment No. 1 with BHC Rhodes, Inc. to design street improvements of US-56, Moonlight Road to Old-56, in an amount of $83,460.00.

Background/Description of Item:
KDOT awarded the City of Gardner an additional $1,000,000 in funding for Pavement Restoration of US-56 from Moonlight Road to 275' west of Old 56 Highway. The project is expected to include pavement reconstruction, removal and replacement of curb and gutter, pavement, base treatment and appurtenances. The design will be incorporated into the US-56, Sycamore to Moonlight Project.

The total project cost for the Moonlight to Old-56 project, is estimated to be $1.77 million dollars. The 5-year CIP, with matching funds to be paid through the special highway fund, has been updated to reflect the addition of the project.

The BHC Rhodes scope and fee estimate in an amount of $83,460.00 is within the project budget amount.

Financial Impact:
The city is responsible for funding the design, utility relocation, and right-of-way acquisition for this project. The total project cost from Sycamore to Old-56 is estimated to be $5.46M. KDOT City Connecting Link Funding will reimburse the city for project costs up to a maximum reimbursement of $3,000,000. The city's funds will come from bonds paid through the Special Highway Fund. Applications for CARS funding assistance have also been submitted and may provide up to $734,200 towards the project.

Attachments Included:
- Addendum
- Estimated Scope of Fees

Suggested Motion:
Authorize the City Administrator to execute Amendment No. 1 with BHC Rhodes, Inc. to design street improvements of US-56, Moonlight Road to Old-56, in an amount of $83,460.00.

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES

AMENDMENT No. 1 **Date: August 3, 2020**

THIS AMENDMENT modifies the Agreement dated July 6, 2020 made by and between Brungardt Honomichl & Co., P.A., (hereinafter called Consultant), and the City of Gardner, Kansas (hereinafter called City) for the following Project: US-56 Highway. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended as
Additional services scope and fee requested and incorporated herein by Exhibit I.

2. The following adjustments are made to the CONSULTANT's
The CONSULTANT'S compensation shall increase by an additional $83,460.00. Total compensation shall not exceed new contract maximum of $ 316,610.00

Original Agreement	*$ 233,150.00*
Amendment 1	*$ 83,460.00*
Total Revised Agreement	*$ 316,610.00*

3. The time for completion of CONSULTANT's Services is adjusted as
No change to Agreement time.

4. Other changes to the Agreement, if any, are stated below:
None.

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

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

OWNER: City of Gardner, Kansas

By: _____

Name: _____

Title: _____

CONSULTANT: Brungardt Honomichl & Co., P.A.,

By: _____

Name: Randall J. Gorton, PE, PTOE

Title: Vice-President

Exhibit I - Amendment No. 1

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Explanation: Additional Work requested to extend project limits to the East.

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
1.	**Data Collection** (Dates: X/X/XX to X/X/XX)															
A.	Attend a pre-design meeting to establish the City's design criteria for the project.	71	782											$0		$0
B.	Develop design criteria for the project and prepare a design memorandum that is to be submitted to the City.	71	780											$0		$0
C.	Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings. The schedule should include the following milestones: Data Collection, Survey and Basemapping, Field Check Plans to the City, Approximate Utility Coordination Meeting Dates, Right-of-way / Easements to the City, Approximate Public Meeting / Individual Stakeholder Meeting Dates, Final Plans to the City.	71	780											$0		$0
D.	Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.	71	770											$0		$0
E.	Review and summarize signal warrants at Mulberry	71	770											$0		$0
F.	Review and coordinate Price Chopper improvements at the intersection between QT and Walgreen. Insert intersection & traffic signal improvement plans from Price Chopper's consultant	71	770											$0		$0
G.	ADA inventory within the project limits	71	770											$0		$0
H.	Calculate the total area of disturbance to determine whether a Stormwater Pollution Prevention Plan (SWPPP) is required. A total area of disturbance of over one (1) acre triggers the NPDES permit requirement. Prepare and submit NOI to KDHE. (SWPPP will be developed and maintained by the contractor)	71	748											$0		$0
	Task 1 Subtotal												**0**	**$0**	**$0**	**$0**
2.	**Surveys and Basemapping** (Dates: X/X/XX to X/X/XX)															
A.	Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done. Horizontal and Vertical Control including the SX10 and scanning. Detailed extraction and addtional field topo (utilities, storm, etc.) Traffic Control for the scanner.	71	772							10	20	20	50	$5,200	$125	$5,325
B.	Obtain ownership certification information from the title company to determine right-of-way lines, property lines, easement limits and ownership information. It is anticipated that information for the Walgreen tract (1) will be obtained.	71	772											$0		$0
C.	R/W Calculations	71	772											$0		$0
D.	QA/QC of basemap and survey data deliverable	71	772								4			$440		$440
E.	Compile and process survey data to create basemapping and produce Digital Terrain Model (DTM). Include existing property lines and easements using legal descriptions, tract plots and Title Reports. Field check project base maps for existing features.	71	720							20			20	$2,600		$2,600
	Task 2 Subtotal									**30**	**24**	**20**	**70**	**$8,240**	**$125**	**$8,365**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
3.	**Field Check Plans** (Dates: X/X/XX to X/X/XX)															
A.	Prepare the following field check plan sheets.															
	Title Sheet.	72	730											$0		$0
	General Notes and Legend.	72	730				1		1				2	$275		$275
	Quantities.	72	732				2		2				4	$550		$550
	General Layout and Survey Data Sheet.	72	730				1		2				3	$405		$405
	Typical Sections.	72	734				2		10				12	$1,590		$1,590
	Plan & Profiles.	72	736		2		5		15				22	$3,035		$3,035
	Intersection Details.	72	738		2		10		15				27	$3,760		$3,760
	Roadway Details. (Develop Corridor template)	72	744				4		4				8	$1,100		$1,100
	~~Storm Sewer Profiles & Details (new tops, re-alignment)~~	72	740											$0		$0
	Erosion Control Plan & Details.	72	748				4		4				8	$1,100		$1,100
	~~Street Lighting Plan & Details.~~	72	750											$0		$0
	~~Traffic Signal Plan & Details. (N/A)~~	72	752											$0		$0
	Pavement Marking and Signing Plan & Details.	72	754			5	2		10				17	$2,490		$2,490
	Construction Phasing Plan.	72	756			5			5				10	$1,550		$1,550
	Traffic Control Details.	72	756			5			10				15	$2,200		$2,200
	~~Drainage Area Map and Calculations. (N/A - pipe replacement)~~	72	740											$0		$0
	Cross Sections.	72	758				10		15				25	$3,400		$3,400
B.	Submit three (3) sets of field check plans to the City for review and comment. In addition, submit a copy of the field check plans to the City and KDOT in electronic format.	72	780						2				2	$260	$200	$460
C.	Prepare a cost estimate.	72	732		4		4						8	$1,300		$1,300
D.	Meet with City staff and perform a field check of the site to compare the plans with the actual field conditions.	72	782		2		2						4	$650	$50	$700
E.	Revise the field check plans as per City/KDOT plan review comments and field check comments.	72	780		2		5		5				12	$1,735		$1,735
F.	Submit electronically a field check plan set to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager.	72	780				2						2	$290		$290
G.	Field Check Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.	72	782		4		4						8	$1,300		$1,300
H.	Additional coordination with Railroad (add. Plans/meetings)				6		4		4				14	$2,180		$2,180
I.	Conduct a utility coordination meeting.	72	770		2		2		2				6	$910	$50	$960
J	Attend a public meeting (open house)	72	770											$0	$50	$50
K	Provide Quality Assurance and Quality Control.	72	784	2	4	4	4						14	$2,410		$2,410
	Task 3 Subtotal			**2**	**28**	**19**	**68**		**106**				**223**	**$32,490**	**$350**	**$32,840**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate — Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor Hours	Labor Cost	Reimbursable Expenses	Total Task Fee
4.	Right-of-Way, Easements and Tract Maps (Dates: X/X/XX to X/X/XX)															
A.	~~Prepare individual tract maps. Submit one (1) set of colored preliminary right-of-way plans and separate tract maps to the City for review. A separate drawing will be submitted for each type of taking (right-of-way, temporary construction easement, utility easement, and sidewalk easement) for each parcel. It is anticipated that takings will be needed from Walgreens - one (1) tracts.~~	72	772											$0	$0	$0
B.	~~Prepare legal descriptions of each taking for each tract on separate sheets. Each legal description shall be in the following format:~~ ~~Heading: EXHIBIT "A"~~ ~~Heading Information: Tract # (Line 1), Owner (Line 2), Type of Taking (Line 3)~~ ~~Body: Legal Description & R.L.S. Seal, with signature and date~~ ~~It is anticipated that takings will be needed from Walgreens - one (1) tract. A hard copy as well as an electronic copy of the legal descriptions shall be submitted to the City.~~	72	772											$0	$0	$0
C.	~~Provide field stakes at each property to delineate the temporary and permanent easements and the right-of-way within two (2) weeks after providing the tract maps. Provide field stakes at each property listed in a condemnation action should condemnation be required. NOT APPLICABLE~~	72	772											$0		$0
D.	~~Incorporate City review comments.~~	72	772											$0		$0
E.	~~Prior to submitting the legal descriptions to the City, the consultant will perform an additional title search and provide copies of the deeds and easements to the City.~~	72	772											$0		$0
F.	~~When property is being acquired, the consultant shall obtain an Ownership, Encumbrance and Easement Report (O&E&E). With regards to Ownership & Encumbrance Reports (O&E) as well as O&E&E reports, reports must be prepared by a Title Company.~~	72	772											$0		$0
G.	~~Provide Quality Assurance and Quality Control.~~	72	784											$0		$0
	Task 4 Subtotal												**0**	**$0**	**$0**	**$0**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
5.	**Final Plans** (Date: X/X/XX to X/X/XX)															
A.	Prepare the following final plan sheets.															
	Title Sheet.	73	730						2				2	$260		$260
	General Notes and Legend.	73	730						2				2	$260		$260
	Quantities.	73	732		2		10		4				16	$2,330		$2,330
	General Layout and Survey Data Sheet.	73	730						2				2	$260		$260
	Typical Sections.	73	734				2		6				8	$1,070		$1,070
	Plan & Profiles.	73	736		2		6		10				18	$2,530		$2,530
	Intersection Details.	73	738		2		6		16				24	$3,310		$3,310
	Roadway Details.	73	744						4				4	$520		$520
	~~Eastbound left turn lane at Cedar~~	73	744											$0		$0
	~~Storm Sewer Profiles & Details.~~	73	740											$0		$0
	Erosion Control Plan & Details.	73	748				10		15				25	$3,400		$3,400
	Street Lighting Plan & Details.	73	750		4				15				19	$2,670		$2,670
	Traffic Signal Plan & Details.	73	752											$0		$0
	Pavement Marking and Signing Plan & Details.	73	754			4			10				14	$2,020		$2,020
	Pavement Joint Plan (Concrete)	73	754		2		10		10				22	$3,110		$3,110
	Construction Phasing Plan.	73	756			4			5				9	$1,370		$1,370
	Traffic Control Details.	73	756			4	2		5				11	$1,660		$1,660
	~~Drainage Area Map and Calculations.~~	73	740											$0		$0
	Cross Sections.	73	758				6		20				26	$3,470		$3,470
B.	Submit three (3) sets of final plans to the City for review and comment. In addition, submit a copy of the final plans to the City and KDOT in electronic format.	73	780		2		2		2				6	$910	$200	$1,110
C.	Revise plans as per City/KDOT plan review comments.	73	780		2		4		5				11	$1,590		$1,590
D.	Prepare a revised cost estimate.	73	732		2		4						6	$940		$940
E.	Submit Final Plans to the City. Once all comments have been addressed and the plans have been finalized, submit a copy of the final plans to the City. In addition, submit a copy of the final plans to the City in electronic format. The PDF document shall be bookmarked to reflect the index of the cover/title sheet.	73	780		2		2		4				8	$1,170		$1,170
F.	Prepare specifications/Project Manual utilizing the "front end" documents from the City. Develop Special Conditions and Measurement & Payment. Provide electronic file for City to review	73	780		5								5	$900		$900
F.	Bidding services such as attending the pre-bid conference, answering contractor questions during advertisement, preparing written addenda to the bidding documents, attending the bid opening and evaluating the bids.	73	786		2								2	$360		$360
G.	Final Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.	73	782		2								2	$360	$50	$410
H.	Additional coordination with Railroad (add. Plans/meetings)				2		2		2				6	$910	$200	$1,110
I.	Conduct a utility coordination meeting.	73	770		2		2		2				6	$910		$910
J	Attend a public meeting (open house)	73	770													
K	Provide Quality Assurance and Quality Control.	73	784	2	2	2	2						8	$1,400		$1,400
	Task 5 Subtotal			**2**	**35**	**14**	**70**		**141**				**262**	**$37,690**	**$450**	**$38,140**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate									Labor		Reimbursable Expenses	Total Task Fee
				Public Works						Surveying						
				Prin. Prog. Man. Randy Gorton	Project Manager Nolte	Sr. Traffic Eng. David Smalling	Project Eng. Katie Bushong	Design Eng. Collin Schmidt	Sr. Eng. Tech. Drummond	Proj. Surveyor	Crew Chief	Crew Member				
				$195	$180	$180	$145	$115	$130	$130	$110	$85	Hours	Cost		
6.	Construction Administration (Dates: X/X/XX to X/X/XX)															
A	~~Coordinate with Geotechnical Sub Consultant for 10 borings and pavement design of concrete and asphaltic concrete:~~ ~~-Drill 10 borings to a depth of 5 feet each~~ ~~-Core 5 locations within the pavement~~ ~~-Laboratory testing will include:~~ ~~o10 Dry Density~~ ~~o10 moisture content~~ ~~o3 Atterberg limits~~ ~~o5 pavement core thickness measurements~~ ~~-A geotechnical report that will include the pavement design of the road based on traffic counts provided by your team~~ ~~Traffic Control during the coring process~~	74												$0		$0
B.	Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a preconstruction meeting if requested by the Project Manager.	74	790		5		5						10	$1,625	$100	$1,725
C.	Provide "As-Built" drawings from markups provided by the inspector/City	74	790		2		4		10				16	$2,240	$150	$2,390
	Task 6 Subtotal				5		5						26	$3,865	$250	$4,115
	Project Total			4	68	33	143	0	247	30	24	20	581	$82,285	$1,175	$83,460

Additional Services

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Concept Study.
2. Right-of-Way Plans.
3. Office Check Plans.
4. ~~"Open House" Public Meetings.~~
5. Provide a two-person survey team to survey new utility locations (horizontal and vertical).
6. Permitting (i.e. KDWR, KHS, KDFW, KDHE, KDOT, USACE 404, NPDES).
7. ~~Specifications, other than Special Provisions not already written by the City.~~
8. ~~"As-Built" Plans.~~
9. Utility Design.
10. Waterline Design.
11. Environmental Studies / Reports / Mitigation.
12. ~~Geotechnical Analysis / Reports.~~
13. Construction Staking.
14. Inspection - Construction Observation & Documentation.
15. Testing Services.

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
1.	**Data Collection** (Dates: X/X/XX to X/X/XX)															
A.	Attend a pre-design meeting to establish the City's design criteria for the project.	71	782											$0		$0
B.	Develop design criteria for the project and prepare a design memorandum that is to be submitted to the City.	71	780											$0		$0
C.	Develop a detailed design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings. The schedule should include the following milestones: Data Collection, Survey and Basemapping, Field Check Plans to the City, Approximate Utility Coordination Meeting Dates, Right-of-way / Easements to the City, Approximate Public Meeting / Individual Stakeholder Meeting Dates, Final Plans to the City.	71	780											$0		$0
D.	Contact utility companies to determine the location of existing facilities, collect as-built plans and determine location of planned improvements.	71	770											$0		$0
E.	Review and summarize signal warrants at Mulberry	71	770											$0		$0
F.	Review and coordinate Price Chopper improvements at the intersection between QT and Walgreen. Insert intersection & traffic signal improvement plans from Price Chopper's consultant	71	770											$0		$0
G.	ADA inventory within the project limits	71	770											$0		$0
H.	Calculate the total area of disturbance to determine whether a Stormwater Pollution Prevention Plan (SWPPP) is required. A total area of disturbance of over one (1) acre triggers the NPDES permit requirement. Prepare and submit NOI to KDHE. (SWPPP will be developed and maintained by the contractor)	71	748											$0		$0
	Task 1 Subtotal												**0**	**$0**	**$0**	**$0**
2.	**Surveys and Basemapping** (Dates: X/X/XX to X/X/XX)															
A.	Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done. Horizontal and Vertical Control including the SX10 and scanning. Detailed extraction and addtional field topo (utilities, storm, etc.) Traffic Control for the scanner.	71	772							10	20	20	50	$5,200	$125	$5,325
B.	Obtain ownership certification information from the title company to determine right-of-way lines, property lines, easement limits and ownership information. It is anticipated that information for the Walgreen tract (1) will be obtained.	71	772											$0		$0
C.	R/W Calculations	71	772											$0		$0
D.	QA/QC of basemap and survey data deliverable	71	772								4			$440		$440
E.	Compile and process survey data to create basemapping and produce Digital Terrain Model (DTM). Include existing property lines and easements using legal descriptions, tract plots and Title Reports. Field check project base maps for existing features.	71	720							20			20	$2,600		$2,600
	Task 2 Subtotal									**30**	**24**	**20**	**70**	**$8,240**	**$125**	**$8,365**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
3.	**Field Check Plans** (Dates: X/X/XX to X/X/XX)															
A.	Prepare the following field check plan sheets.															
	Title Sheet.	72	730											$0		$0
	General Notes and Legend.	72	730				1		1				2	$275		$275
	Quantities.	72	732				2		2				4	$550		$550
	General Layout and Survey Data Sheet.	72	730				1		2				3	$405		$405
	Typical Sections.	72	734				2		10				12	$1,590		$1,590
	Plan & Profiles.	72	736		2		5		15				22	$3,035		$3,035
	Intersection Details.	72	738		2		10		15				27	$3,760		$3,760
	Roadway Details. (Develop Corridor template)	72	744				4		4				8	$1,100		$1,100
	~~Storm Sewer Profiles & Details (new tops, re-alignment)~~	72	740											$0		$0
	Erosion Control Plan & Details.	72	748				4		4				8	$1,100		$1,100
	~~Street Lighting Plan & Details.~~	72	750											$0		$0
	~~Traffic Signal Plan & Details. (N/A)~~	72	752											$0		$0
	Pavement Marking and Signing Plan & Details.	72	754			5	2		10				17	$2,490		$2,490
	Construction Phasing Plan.	72	756			5			5				10	$1,550		$1,550
	Traffic Control Details.	72	756			5			10				15	$2,200		$2,200
	~~Drainage Area Map and Calculations. (N/A - pipe replacement)~~	72	740											$0		$0
	Cross Sections.	72	758				10		15				25	$3,400		$3,400
B.	Submit three (3) sets of field check plans to the City for review and comment. In addition, submit a copy of the field check plans to the City and KDOT in electronic format.	72	780						2				2	$260	$200	$460
C.	Prepare a cost estimate.	72	732		4		4						8	$1,300		$1,300
D.	Meet with City staff and perform a field check of the site to compare the plans with the actual field conditions.	72	782		2		2						4	$650	$50	$700
E.	Revise the field check plans as per City/KDOT plan review comments and field check comments.	72	780		2		5		5				12	$1,735		$1,735
F.	Submit electronically a field check plan set to each utility company along with a list identifying potential conflicts. Also included in the submittal to the utility companies will be a notification indicating a tentative project letting date which has been established by the Project Manager.	72	780				2						2	$290		$290
G.	Field Check Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.	72	782		4		4						8	$1,300		$1,300
H.	Additional coordination with Railroad (add. Plans/meetings)				6		4		4				14	$2,180		$2,180
I.	Conduct a utility coordination meeting.	72	770		2		2		2				6	$910	$50	$960
J	Attend a public meeting (open house)	72	770											$0	$50	$50
K	Provide Quality Assurance and Quality Control.	72	784	2	4	4	4						14	$2,410		$2,410
	Task 3 Subtotal			**2**	**28**	**19**	**68**		**106**				**223**	**$32,490**	**$350**	**$32,840**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate — Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor Hours	Labor Cost	Reimbursable Expenses	Total Task Fee
4.	Right-of-Way, Easements and Tract Maps (Dates: X/X/XX to X/X/XX)															
A.	~~Prepare individual tract maps. Submit one (1) set of colored preliminary right-of-way plans and separate tract maps to the City for review. A separate drawing will be submitted for each type of taking (right-of-way, temporary construction easement, utility easement, and sidewalk easement) for each parcel. It is anticipated that takings will be needed from Walgreens - one (1) tracts.~~	72	772											$0	$0	$0
B.	~~Prepare legal descriptions of each taking for each tract on separate sheets. Each legal description shall be in the following format:~~ ~~Heading: EXHIBIT "A"~~ ~~Heading Information: Tract # (Line 1), Owner (Line 2), Type of Taking (Line 3)~~ ~~Body: Legal Description & R.L.S. Seal, with signature and date~~ ~~It is anticipated that takings will be needed from Walgreens - one (1) tract. A hard copy as well as an electronic copy of the legal descriptions shall be submitted to the City.~~	72	772											$0	$0	$0
C.	~~Provide field stakes at each property to delineate the temporary and permanent easements and the right-of-way within two (2) weeks after providing the tract maps. Provide field stakes at each property listed in a condemnation action should condemnation be required. NOT APPLICABLE~~	72	772											$0		$0
D.	~~Incorporate City review comments.~~	72	772											$0		$0
E.	~~Prior to submitting the legal descriptions to the City, the consultant will perform an additional title search and provide copies of the deeds and easements to the City.~~	72	772											$0		$0
F.	~~When property is being acquired, the consultant shall obtain an Ownership, Encumbrance and Easement Report (O&E&E). With regards to Ownership & Encumbrance Reports (O&E) as well as O&E&E reports, reports must be prepared by a Title Company.~~	72	772											$0		$0
G.	~~Provide Quality Assurance and Quality Control.~~	72	784											$0		$0
	Task 4 Subtotal												**0**	**$0**	**$0**	**$0**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate: Public Works: Prin. Prog. Man. Randy Gorton $195	Project Manager Nolte $180	Sr. Traffic Eng. David Smalling $180	Project Eng. Katie Bushong $145	Design Eng. Collin Schmidt $115	Sr. Eng. Tech. Drummond $130	Surveying: Proj. Surveyor $130	Crew Chief $110	Crew Member $85	Labor: Hours	Labor: Cost	Reimbursable Expenses	Total Task Fee
5.	**Final Plans** (Date: X/X/XX to X/X/XX)															
A.	Prepare the following final plan sheets.															
	Title Sheet.	73	730						2				2	$260		$260
	General Notes and Legend.	73	730						2				2	$260		$260
	Quantities.	73	732		2		10		4				16	$2,330		$2,330
	General Layout and Survey Data Sheet.	73	730						2				2	$260		$260
	Typical Sections.	73	734				2		6				8	$1,070		$1,070
	Plan & Profiles.	73	736		2		6		10				18	$2,530		$2,530
	Intersection Details.	73	738		2		6		16				24	$3,310		$3,310
	Roadway Details.	73	744						4				4	$520		$520
	~~Eastbound left turn lane at Cedar~~	73	744											$0		$0
	~~Storm Sewer Profiles & Details.~~	73	740											$0		$0
	Erosion Control Plan & Details.	73	748				10		15				25	$3,400		$3,400
	Street Lighting Plan & Details.	73	750		4				15				19	$2,670		$2,670
	Traffic Signal Plan & Details.	73	752											$0		$0
	Pavement Marking and Signing Plan & Details.	73	754			4			10				14	$2,020		$2,020
	Pavement Joint Plan (Concrete)	73	754		2		10		10				22	$3,110		$3,110
	Construction Phasing Plan.	73	756			4			5				9	$1,370		$1,370
	Traffic Control Details.	73	756			4	2		5				11	$1,660		$1,660
	~~Drainage Area Map and Calculations.~~	73	740											$0		$0
	Cross Sections.	73	758				6		20				26	$3,470		$3,470
B.	Submit three (3) sets of final plans to the City for review and comment. In addition, submit a copy of the final plans to the City and KDOT in electronic format.	73	780		2		2		2				6	$910	$200	$1,110
C.	Revise plans as per City/KDOT plan review comments.	73	780		2		4		5				11	$1,590		$1,590
D.	Prepare a revised cost estimate.	73	732		2		4						6	$940		$940
E.	Submit Final Plans to the City. Once all comments have been addressed and the plans have been finalized, submit a copy of the final plans to the City. In addition, submit a copy of the final plans to the City in electronic format. The PDF document shall be bookmarked to reflect the index of the cover/title sheet.	73	780		2		2		4				8	$1,170		$1,170
F.	Prepare specifications/Project Manual utilizing the "front end" documents from the City. Develop Special Conditions and Measurement & Payment. Provide electronic file for City to review	73	780		5								5	$900		$900
F.	Bidding services such as attending the pre-bid conference, answering contractor questions during advertisement, preparing written addenda to the bidding documents, attending the bid opening and evaluating the bids.	73	786		2								2	$360		$360
G.	Final Plans status meeting with the City. The consultant shall prepare and submit meeting minutes to the City within two days following the meeting.	73	782		2								2	$360	$50	$410
H.	Additional coordination with Railroad (add. Plans/meetings)				2		2		2				6	$910	$200	$1,110
I.	Conduct a utility coordination meeting.	73	770		2		2		2				6	$910		$910
J	Attend a public meeting (open house)	73	770													
K	Provide Quality Assurance and Quality Control.	73	784	2	2	2	2						8	$1,400		$1,400
	Task 5 Subtotal			**2**	**35**	**14**	**70**		**141**				**262**	**$37,690**	**$450**	**$38,140**

Scope of Services

US 56 Highway Street Restoration - Moonlight to 275' west of Old 56 Hwy
Gardner, Kansas
Prepared By: BHC RHODES (July 20, 2020)

Task No.	Task (Dates: Start to Finish)	Phase	Task	2020 Labor (Hours) / Rate									Labor		Reimbursable Expenses	Total Task Fee
				Public Works						Surveying						
				Prin. Prog. Man. Randy Gorton	Project Manager Nolte	Sr. Traffic Eng. David Smalling	Project Eng. Katie Bushong	Design Eng. Collin Schmidt	Sr. Eng. Tech. Drummond	Proj. Surveyor	Crew Chief	Crew Member				
				$195	$180	$180	$145	$115	$130	$130	$110	$85	Hours	Cost		
6.	Construction Administration (Dates: X/X/XX to X/X/XX)															
A	~~Coordinate with Geotechnical Sub Consultant for 10 borings and pavement design of concrete and asphaltic concrete:~~ ~~-Drill 10 borings to a depth of 5 feet each~~ ~~-Core 5 locations within the pavement~~ ~~-Laboratory testing will include:~~ ~~o10 Dry Density~~ ~~o10 moisture content~~ ~~o3 Atterberg limits~~ ~~o5 pavement core thickness measurements~~ ~~-A geotechnical report that will include the pavement design of the road based on traffic counts provided by your team~~ ~~Traffic Control during the coring process~~	74												$0		$0
B.	Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a preconstruction meeting if requested by the Project Manager.	74	790		5		5						10	$1,625	$100	$1,725
C.	Provide "As-Built" drawings from markups provided by the inspector/City	74	790		2		4		10				16	$2,240	$150	$2,390
	Task 6 Subtotal				5		5						26	$3,865	$250	$4,115
	Project Total			4	68	33	143	0	247	30	24	20	581	$82,285	$1,175	$83,460

Additional Services

The services provided for this project are limited to those listed in the Scope of Services. Any additional services will be performed at an hourly rate or a lump sum basis as agreed to prior to initiating the additional service. Additional services may include but are not limited to the following:

1. Concept Study.
2. Right-of-Way Plans.
3. Office Check Plans.
4. ~~"Open House" Public Meetings.~~
5. Provide a two-person survey team to survey new utility locations (horizontal and vertical).
6. Permitting (i.e. KDWR, KHS, KDFW, KDHE, KDOT, USACE 404, NPDES).
7. ~~Specifications, other than Special Provisions not already written by the City.~~
8. ~~"As-Built" Plans.~~
9. Utility Design.
10. Waterline Design.
11. Environmental Studies / Reports / Mitigation.
12. ~~Geotechnical Analysis / Reports.~~
13. Construction Staking.
14. Inspection - Construction Observation & Documentation.
15. Testing Services.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of an engineering services contract with George Butler and Associates (GBA) for the preliminary planning and design of a wastewater system east and south of I-35 and a new South Wastewater Treatment Plant

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:
Staff recommends that the City Council authorize the City Administrator to execute an engineering services contract for preliminary planning and design for the wastewater system east and south of I-35, as well as a South Wastewater Treatment Plant with George Butler & Associates (GBA).

Background/Description of Item:
GBA was selected via the RFQ process on March 5, 2019 for the Prairie Trace Sanitary Sewer Improvements project. This RFQ resulted in multiple firms responding. GBA demonstrated that various team members had the expertise to provide the requested services to meet the City of Gardner's needs. Based on the teamwork displayed by GBA staff within this contract, and that GBA designed the Kill Creek Wastewater Treatment Plant, staff believes the firm has a deep understanding of the City's processes and our current wastewater system.

The purpose of this work is to plan for growth east and south of I-35, reaching as far east as Clare Rd. This type of work will provide preliminary engineering on all aspects of the sanitary sewer system that will be required to promote economic development and meet the utility needs for this area as development occurs. This contract is the initial portion of planning and design work required to proceed with future development of a gravity system and treatment plant located south and east of I-35 for future growth in that area.

This work will build off the 2017 Wastewater Master Plan for the City of Gardner's future development area as well as create timelines and funding projections for future CIP projects. Preliminary engineering work would include preliminary planning, design, tributary mapping, interceptor layouts, easement needs, and plant sizing alternatives. The Kansas Department of Health & Environment (KDHE) would be part of the process to determine regulations and requirements for a new South Wastewater Treatment Plant (SWWTP).

On June 15, 2020, City Council authorized the City Administrator to negotiate an engineering services contract with GBA for preliminary planning and design for the wastewater system east and south of I-35 as well as locating South Wastewater Treatment Plant.

Financial Impact:
Funding for the project is available from Wastewater Fund 2020 Adopted Budget, $20,000,000.

Attachments included:

- June 15, 2020 City Council Meeting Minutes excerpt
- Professional Service Agreement

Suggested Motion:

Authorize the City Administrator to execute an engineering services contract with GBA for Preliminary Planning and Design of the wastewater system east and south of I-35 as well as a South Wastewater Treatment Plant, not to exceed $388,172.00.

NEW BUSINESS

1. Consider adopting a Charter Ordinance repealing and replacing Charter Ordinance No. 12 relating to use of bonds

Finance Director Matt Wolff stated this new charter ordinance provides language that enables the city to issue general obligation bonds for works (improvements, equipment, furnishing, and land acquisition) which are owned by other governmental, quasi-governmental, and nongovernmental entities for the purpose of supplying the City and its inhabitants with gas, water, electric, heat, street-railway, telephone, internet, or communication service. Charter Ordinance No. 28 would enable the City to issue G.O. bonds to construct water improvements for the Grata development so that it connects to WaterOne's system. Under the terms of the City's development agreement with Grata, the City is responsible for making water, electric and sewer improvements to serve the property. Because the property is within WaterOne's service area, the water main extension would be constructed at the City's expense but would be owned and operated by WaterOne. The new charter ordinance would allow the City to issue bonds to finance the costs of the WaterOne main extension.

Councilmember Melton made a motion to adopt a charter ordinance exempting the City of Gardner, Kansas from the provisions to K.S.A. 12-834 relating to bonds for gas, water, light, heat, street-railway or telephone service; providing substitute and additional provision on the same subject; and repealing Charter Ordinance No. 12 of the City.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Charter Ordinance passed and was assigned Charter Ordinance number 28.

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

2. Consider a recommendation to negotiate an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, and determine a location for the South Wastewater Treatment Plant

Utilities Director Gonz Garcia stated that George Butler & Associates (GBA) was selected recently for the design of Prairie Trace Sanitary Sewer project. During the RFQ evaluation, they had the expertise, different team members had expertise. They have done previous work for the city, like designing the Kill Creek Wastewater Treatment plant. Staff recommends, rather than another RFQ process, that they use GBA for engineering services and preliminary design, and cost estimate and location of the South Wastewater Treatment plant. It would save an additional month in time.

Councilmember Gregorcyk noted for clarity, the wastewater fund is robust enough to handle the short-term debt. Director Garcia confirmed. This is just the preliminary design and there are enough funds in wastewater to absorb the cost. Finance Director Wolff said they will eventually wrap this into the bonds issued for construction.

Councilmember Gregorcyk made a motion to authorize the City Administrator to negotiate an Engineering Services contract with George Butler & Associates (GBA) for preliminary planning and design for the wastewater system east and south of I-35, and determine a location for the South Wastewater Treatment Plant.

Councilmember Melton Seconded.

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for Preliminary Planning and Design for a New South Wastewater Treatment Plant, Project No. WW-2005.

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

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from August 1, 2020 to June 1, 2021 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

2.0 Termination.

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

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

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

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

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

3.0 Scope of Services.

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

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

3.3 Assigned Personnel.

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

3.3.2 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

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

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

4.0 Time of Performance.

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

5.0 Payment.

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

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

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

5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:

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

8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Consultant, warrant such action.

6.0 Cash Basis and Budget Laws.

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

7.0 Indemnification.

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

8.0 Insurance.

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

1) Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
2) Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
3) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

4) Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than $500,000, and shall provide the City with certification thereof.
5) Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

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

13.2 Open Records.

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

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

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

15.0 Compliance with Laws.

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

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

16.0 Assignment.

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

17.0 Confidentiality.

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

18.0 Notices.

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

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

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

19.0 Amendments.

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

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

20.0 No Third Party Beneficiaries.

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

21.0 Force Majeure.

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

22.0 Titles.

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

23.0 Negotiations.

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

24.0 Severability.

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

25.0 Authority to Enter into Agreement.

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

26.0 Incorporation of Appendices.

Appendix A – Scope of Services and Appendix B – Fees are attached hereto and made a part hereof as if fully set out herein.

27.0 Entire Agreement.

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

28.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

_____
(Mayor/City Administrator)

CONSULTANT

Gary S. Beck

Gary S. Beck, PE
Vice President

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Define Scope of Services – Be Specific as Possible

Include Work Timeframe

Include Definition/Explanation of Acceptance of Work

Preliminary Planning and Design for a New South Wastewater Treatment Plant
City of Gardner, Kansas
Scope of Services Revised

I. Background and Introduction

The purpose of this project is to assist the City of Gardner (CITY) with the preliminary planning and design of sewage conveyance and treatment facilities for the planning area. The majority of the planning area is presently undeveloped. However, some portions are developed and are serviced by existing sewerage facilities.

A. Geographical Background – The CITY is a growing urban city in the southwestern part of the Metropolitan Kansas City area.

B. Background - The planning area is southeast of I-35, west of Clare Road, and north of 199th Street. Within the planning area, the CITY is currently planning for growth immediately southeast of 175Th Street and I-35. The CITY currently plans to use multiple lift stations to send flow to the existing Kill Creek Water Resource Recovery Facility (KCWRRF) for to service part of this area. Further development in the planning area is expected.

The existing KCWRRF is poised for expansion in the next 10 years. The planning area will have an impact on whether the CITY moves forward with the expansion of the KCWRRF and improvements to the tributary collection system (existing and proposed), or builds a new South Wastewater Treatment Plant (SWWTP) and tributary collection system.

All of the planning area is tributary to the Hillsdale Reservoir.

C. Objective - The purpose of this project is to develop preliminary planning and design of wastewater facilities within the planning area, and potentially modifications to the remainder of the CITY's sanitary sewer system. The facilities plan will recommend the most cost-effective and orderly means to provide wastewater facilities. The facilities plan will also serve as a facilities plan which is necessary for acceptance and potential funding through KDHE. Cost estimates shall be developed to assist in planning future conveyance and treatment facilities. Preliminary design drawings will be developed for the preferred alternative.

II. Meetings and Administration

A. Kickoff meeting. Attend a project kickoff meeting to review the project scope of services, roles and responsibilities, goals and objectives, the proposed project schedule, and the anticipated work products. The purpose of the kickoff meeting will be to establish common understanding and high commitment to the project. The meeting will define the roles and responsibilities needed to

fulfill the project requirements and the coordinated efforts needed to achieve the project goals. CONSULTANT will prepare agenda and minutes for the meeting.

B. Progress meetings. CONSULTANT will prepare for and set-up four (4) progress meetings with the CITY and other appropriate attendees. The meetings will cover the work performed by the CONSULTANT, the work anticipated to be performed, action items required of the CITY, potential project scope variances with corrective actions suggested by CONSULTANT, and an estimate of the work percent completion for each task series in this scope of work based on the completed work. A short narrative will be provided describing the work activities performed for each task within a given task series. CONSULTANT will provide an agenda and minutes for each progress meeting.

C. Invoices and Progress Reports. The CONSULTANT will provide monthly billings to the CITY accompanied by schedule of completion and a description of the work completed associated with the billing.

D. Documents. Project documents shall be made available electronically for collaboration on a secure server in file formats acceptable to the CITY. Documents shall be available in perpetuity, or transferred to the CITY at the conclusion of the project or at the conclusion of these services.

III. Collect and Review Available Data

CONSULTANT will collect available data as necessary to perform evaluations and develop the Facilities plan including, but not limited to the following:

A. Collect the most recent GIS data files from AIMS to be used for confirming the service area, floodplain mapping, parcels, planimetric data, road and highways, utility service areas and utilities including sanitary sewers.

B. Site Visits. Send letters to property owners of potential new facility sites prior to visiting the properties.

1. Kill Creek WRRF
2. 199th Street SWWTP Location(s)
3. Upstream Collection System
4. Existing Pump Stations

C. Historical Reports

1. Gather Planning Documents. Work with the CITY and/or Mid-America Regional Council (MARC) to gather the latest data related to current and future land use and population projections for areas in the planning area.

2. Gather Historical Documents. Gather and review all available planning studies and engineering reports which have been prepared for existing or proposed wastewater facilities in the planning area including:

   a) KCWRRF data including historical reporting (influent, effluent, process, etc.), as-built plans, permit, KDHE communications about future permit limits, historical facilities planning documents, etc.

   b) 2020 Antidegradation Review

   c) 2018 Water – Wastewater Rate Study

   d) 2018 I-35 & 175th Street Interchange Subarea Plan

   e) 2017 Wastewater Master Plan

   f) 2014 Gardner Comprehensive Plan and subsequent updates

   g) 2010 JCW Bull Creek Watershed Study

D. Flow and Water Quality Data. Review flow and water quality data for the planning area including flow data for each pumping station in the existing collection system.

E. Confirm Regulatory Requirements. Consult with KDHE and/or USEPA to determine the level of treatment required for each treatment plant alternative, including, as appropriate, existing treatment plants and reflect that level of treatment in estimating the cost of treatment plant facilities. This may include creating a mock permit with KDHE assistance. Attend one (1) meeting with KDHE. Prepare notes to document the discussed items and distribute to the attendees.

IV. Confirm Planning and Service Area

CONSULTANT will define service area and develop estimates of growth for the planning period.

A. Attend a meeting with the CITY to discuss growth and the service area limits. The discussions will establish planning criteria regarding the following growth-related issues:

1. Identification of growth areas

2. Anticipated growth rate

If the City is not comfortable predicting growth rates, the CONSULTANT will contact MARC to obtain recent projections for southwest Johnson County.

B. Prepare exhibits showing the existing and future service area boundaries.

1. Review possible sewer sheds to offload from existing system and convey to SWWTP.

C. Map and summarize land use information for the existing and future service area boundaries.

D. Develop projections of population growth and commercial/industrial land development for the intermediate planning period and ultimate buildout.

V. Confirm Projected Wastewater Flows and Organic Loads

CONSULTANT will establish flow and organic load projections based on existing wastewater characteristics, land use projections, and population projections. Flow characteristics will include design average flow, design max daily flow, design peak hourly flow, and design peak instantaneous flow. Organic load characteristics will include BOD, TBOD, CBOD, design average BOD, design max BOD, design peak hourly BOD.

A. Establish existing per capita flow and organic load values, as well as diurnal and seasonal peaking factors. Perform four (4) days of sampling and flow metering divided up by two (2) days at the East Lift Station and two (2) days at the South Lift Station.

B. Define design flows and organic loadings for ultimate conditions and intermediate planning period.

VI. Evaluate Alternatives for Ultimate Development

CONSULTANT will develop three (3) alternative scenarios for providing wastewater conveyance and treatment for development of the planning area for the intermediate planning period and ultimate

development. The alternative scenarios will generally follow the concepts shown in the three (3) figures at the end of this scope. Prepare exhibits and figures necessary for presenting the alternative scenarios.

A. Proposed Collection System Improvements. Perform a desktop evaluation of the layout of the proposed trunk sewers that will serve the planning area. Consider environmental issues in evaluating alignments including stream dynamics and regulatory requirements. CONSULTANT will develop up to three (3) alternative alignments.

B. Improvements to Existing Collection System. If planning area flow is to be conveyed to KCWRRF, evaluate the capacity of the existing conveyance and pumping. Determine improvements necessary where new peak flows will exceed existing collection system capacities. The improvements to provide capacity for peak flows will be considered with up to two (2) alternative routing scenarios. Prepare memorandum describing the necessary improvements to existing collection system to convey the flow from the study area.

C. Proposed South Wastewater Treatment Plant. New treatment capacity is expected to occur at a single site that is most advantageous from a wastewater collection and effluent permitting standpoint.

1. Prior to the development of alternatives, a screening of alternatives meetings will be held with the CITY to gain concurrence of the three (3) alternatives that will be reviewed.

2. Evaluate Locations for Facilities. Evaluate two (2) sites for the location of the SWWTP for each scenario (2 at 199th Street and I-35, 2 at 199th Street and Little Bull Creek). Consider access, future zoning/land use, ultimate WWTP size, floodplain infringement, pumping flow to the WWTP, topography, odor transmission, anticipated geology, existing groundwater wells, and separation distances from proposed boundaries. Evaluate the necessary extensions of utilities to serve the WWTP including water service, gas service, internet/telephone, and power. Obtain Environmental Data Radius reports for each possible site. Perform a weighted matrix to evaluate the proposed locations. Prepare exhibits showing the top-rated locations for each scenario (1 at 199th Street and I-35, 1 at 199th Street and Little Bull Creek).

   Present alternative sites to City Staff in a regular progress meeting. Record meeting discussion and address comments.

3. Review of Alternative Technologies to Meet "Limits of Technology" Treatment for SWWTP. Evaluate up to three (3) technology alternatives for the following treatment plant processes:

    a) Headworks

        (1) Influent Pumping

        (2) Headworks (Screening and Grit Removal)

    b) Liquid Stream Processes

        (1) BNR Treatment

        (2) Clarification

        (3) Tertiary Treatment

        (4) Disinfection

        (5) Reaeration

    c) Solids Stream Processes

        (1) Sludge Processing

        (2) Sludge Thickening

        (3) Sludge Disposal

    d) Odor Control

4. Evaluate the Ancillary Facilities. Determine the scope of improvements, if needed, for sampling, laboratory testing, SCADA, backup emergency power.

5. Develop cost estimates for each alternative.

6. Evaluate Operation and Maintenance Costs (O&M). Evaluate the anticipated O&M needs for each alternative.

D. Improvements to Existing Wastewater Treatment

1. Review Expansion of KCWRRF. Perform a process and capacity analysis of the existing WWTP for current conditions and future plans for the plant to determine the following:

   a) Identify treatment deficiencies (assuming existing flows) using a desktop analysis of the treatment process components based on gathered information and standard industry design values.

   b) Identify hydraulic restrictions (assuming existing flows) using a desktop analysis of the treatment process components based on gathered information and standard industry design values.

   c) Compare process and capacity analysis with existing rated capacities and existing system performance and with potential future limits.

   d) Meet with plant staff to solicit input on existing capacity performance, existing process performance, and any deficiencies in the plant operation.

   e) Provide recommendations for improvements to the existing KCWRRF to alleviate address future treatment and capacity deficienciesneeds.

2. Develop cost estimates for recommended improvements to plant.

3. Operation and Maintenance Costs (O&M). Evaluate the anticipated O&M costs for each alternative. Calculate a present worth cost for each based on a 20-year planning forecast.

E. Prepare Opinion of Probable Project Costs. Develop estimated life cycle costs for the major components of each alternative, including capital costs, utility costs, and annual O&M costs.

F. Evaluate Existing Sewer Rates. Calculate user charge rates and connection fees necessary to support each alternative. Rates and connection fees will be calculated using the City's current methods.

G. Recommended Alternative. Present the alternatives to CITY staff in a workshop. After the workshop, prepare a summary of the preferred alternative.

VII. Prepare Recommended Phasing of Improvements

A. Phasing of Improvements. Prepare a phasing plan for the preferred alternative including the intermediate planning period, and flow and load triggers for implementing the subsequent phases. Include a list of required facilities, modular expansion of the facilities, projected completion dates, costs, and requirements for land acquisition for any treatment plant sites, including the approximate required acreage.

VIII. Prepare Facilities Plan

CONSULTANT will prepare a preliminary Facilities Plan including the evaluation of regulatory requirements, future growth, and loading on the facilities. The Facilities Plan will include a recommended alternative based on the evaluations of function, operation, reliability, safety, efficiency, and regionalization. The Facilities plan will address I/I concerns based on the CITY's ongoing I/I evaluations. The Facilities Plan will include an Opinion of Probable Project Costs (OPPC) and preliminary concept layout for each recommended alternative that includes construction type work. An allowance for contingency, engineering fees, administrative efforts, and coordination with KDHE will be added to the OPCC. Cost data will be based on information collected from the CITY, manufacturer's representatives, and CONSULTANT's past projects. The sections of the Facilities Plan will include the following:

A. Population and Waste Load

B. Location/Maps to ½-mile of Project Site

C. Description of Existing Wastewater Dischargers Within 2-miles

D. Description of Receiving Watercourses, Floodplain, and Impact on Water Quality; Potable Water Supplies

E. Detailed Description of Alternatives Considered

F. Sludge Disposal (Quantity, Quality, and Ultimate Disposal)

G. Treatment Works Selection

1. Capital Costs

2. Projected O&M Costs

3. Energy Costs

4. Projected Total Annual Costs for Each Alternative

5. Non-monetary Considerations

H. Phasing of Improvements

I. Existing Collection System I/I

J. Waste Reduction Measures (Pre-Treatment)

K. Effluent Discharge Limitations for KCWRRF

L. Statement About the CITY's Ability to Implement the Plan and Other Capabilities

IX. Prepare Preliminary Design of SWWTP

CONSULTANT will prepare preliminary drawings to illustrate the preferred alternative. These drawings will include:

A. Conceptual Site Plan

B. Conceptual Hydraulic Profile

C. Conceptual Flow Schematics and Layouts

1. Influent Pumping
2. Headworks (Screening and Grit Removal)
3. Biological Treatment (Including Clarification)
4. Tertiary Treatment (Filtering, Disinfection, Reaeration)
5. Solids Processing (Thickening, Digestion, Dewatering)
6. Odor Control
7. Ancillary Structures

X. Submit Facilities Plan and Preliminary Design Plans for Approval

A. Preliminary Facilities Plan and Design

An electronic version of the preliminary Facilities Plan and design plans along with three (3) hard copies and one (1) digital copy shall be due no later than five (5) months from the date requested documents are provided by the CITY.

The Facilities Plan shall be concisely written with clear summary tables, maps, graphs, worksheets, and other pertinent data. The preliminary design plans will provide enough detail to show the planned improvements. The CITY's staff and the Kansas Department of Health and Environment will review the preliminary Facilities Plan and design plans after it is submitted.

Prepare documents (2 copies) for submittal and provide support to KDHE for review of the data collection and alternatives developed.

Attend no more than two (2) meetings and one additional teleconference with KDHE and/or USEPA to discuss the permit requirements or Facilities Plan recommendations.

B. Final Report

After review of the Preliminary Facilities Plan and Design, a meeting shall be arranged by the CITY with the CONSULTANT to discuss the Preliminary Facilities Plan and Design and its findings and recommendations.

A Final Facilities Plan and Design shall be prepared which shall include revisions found necessary after considering all review comments of the CITY and KDHE and/or USEPA.

An electronic version of the Final Facilities Plan and Design along with three (3) hard copies and one (1) digital copy shall be due no later than thirty (30) days after final review comments have been provided by the CITY.

XI. Presentation to City Council and Utilities Advisory Committee (Optional)

A. Prepare presentation and meet with CITY staff to receive comments.

B. Present proposed plan to the City Council. Attend one (1) meeting.

C. Present proposed plan to the Utilities Advisory Committee. Attend one (1) meeting.

XII. Perform Land and Easement Acquisition (Optional)

A. Horizontal Survey Control

B. Ownership and Encumbrance Reports for Properties

C. Purchase Land for SWWTP (if selected)

D. Acquire Easements for Collection System

XIII. Assist with KDHE State Revolving Fund Requirements (Optional)

A. Public Meeting and Public Hearing

B. Environmental Review Letters

C. Environmental Review Responses

D. Sewer Use Ordinance

E. User Charge System

F. Capital Improvement Financing Plan

G. NPDES Permit Application

XIV. CITY's Responsibilities

A. Provide copies of historical documents

B. Provide GIS data

C. Provide support to GBA on access to potential properties being considered for SWWTP and upstream collection system

D. Attend meetings/workshops

E. Provide timely comments/feedback on documents presented

XV. Additional Services

The following additional services shall be furnished by the CONSULTANT upon receipt of an amendment from the CITY:

A. Provide services resulting from significant changes in the general scope of the Project or its design including but not limited to changes in size, complexity, CITY'S schedule, or character of construction; and revising studies, reports, design documents, or contract documents previously approved by CITY. This shall include changes to reduce the project cost.

B. Provide vacuum excavation potholing of existing utilities to obtain firm horizontal locations and vertical elevations.

C. Walk the proposed conveyance alignments to confirm sewer location.

D. Provide horizontal control, vertical control, or topographic surveying of sites.

E. Perform boundary surveys.

F. Develop design or easements for utility services (water, electric, gas, telephone, etc.) to the pump station and treatment plant sites.

G. Attend more than ten (10) meetings with staff during the design phase.

H. Perform final design of the proposed improvements.

I. Assist the CITY with obtaining permitting for the project.

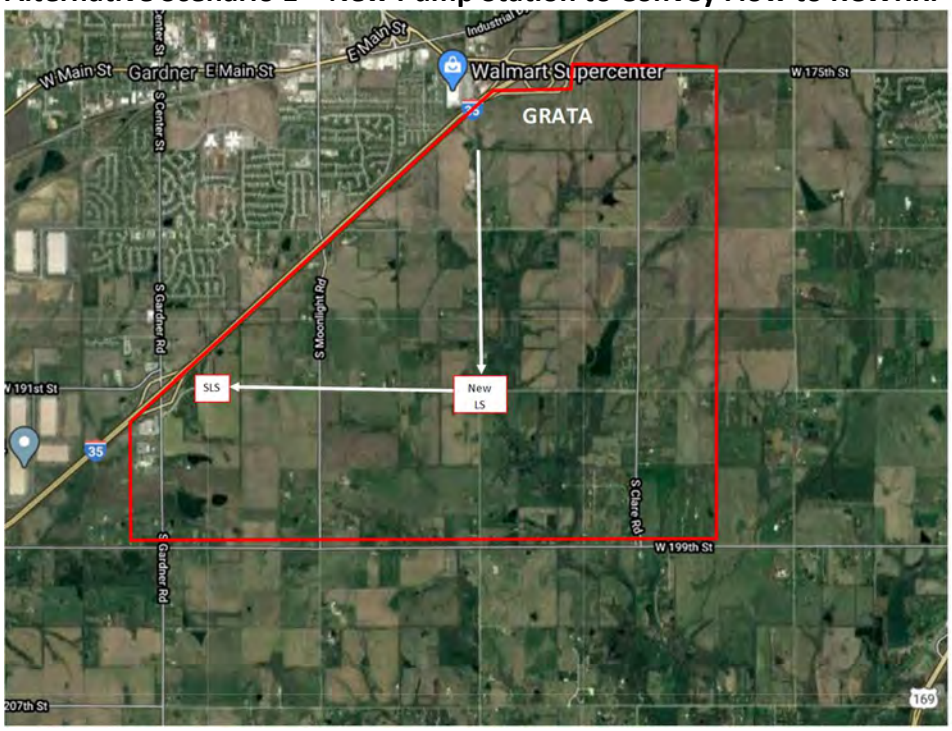
J. Provide ownership (title) reports for properties.

K. Perform "value engineering" for project after completion of the facilities planning.

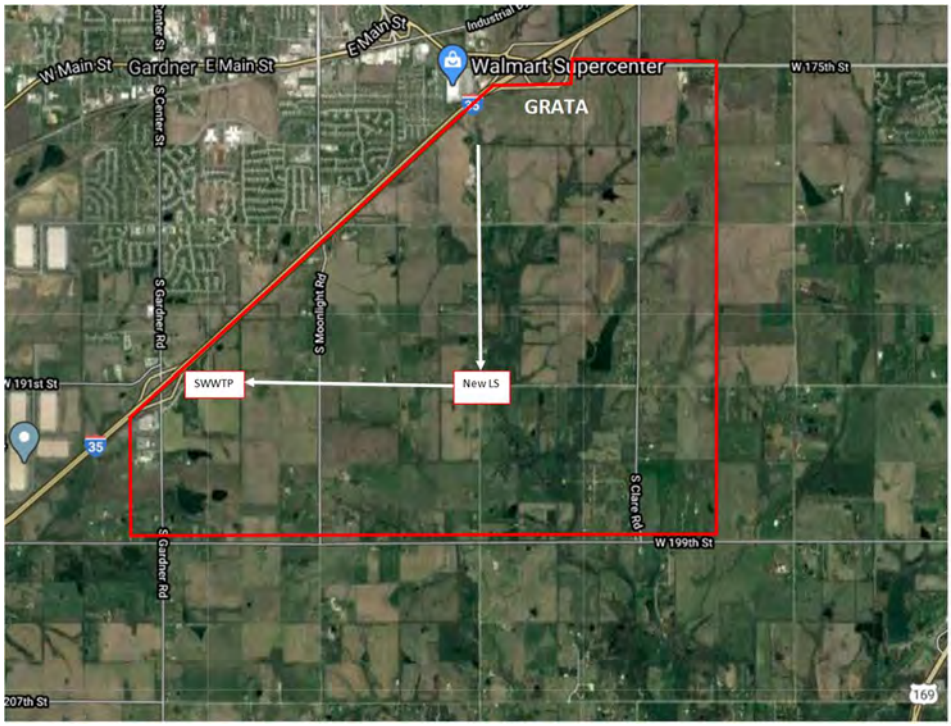
L. Prepare to serve or serve as a Consultant or Witness for CITY in any litigation or other legal or administrative proceeding involving the Project.

M. Obtain geotechnical exploration, testing, and engineering recommendations.

Alternative Scenario 1 – New Pump Station to Convey Flow to KCWRRF



Alternative Scenario 2 – New SWWTP at I-35 and 199th Street



Alternative Scenario 3 – New SWWTP at Little Bull Creek and 199th Street

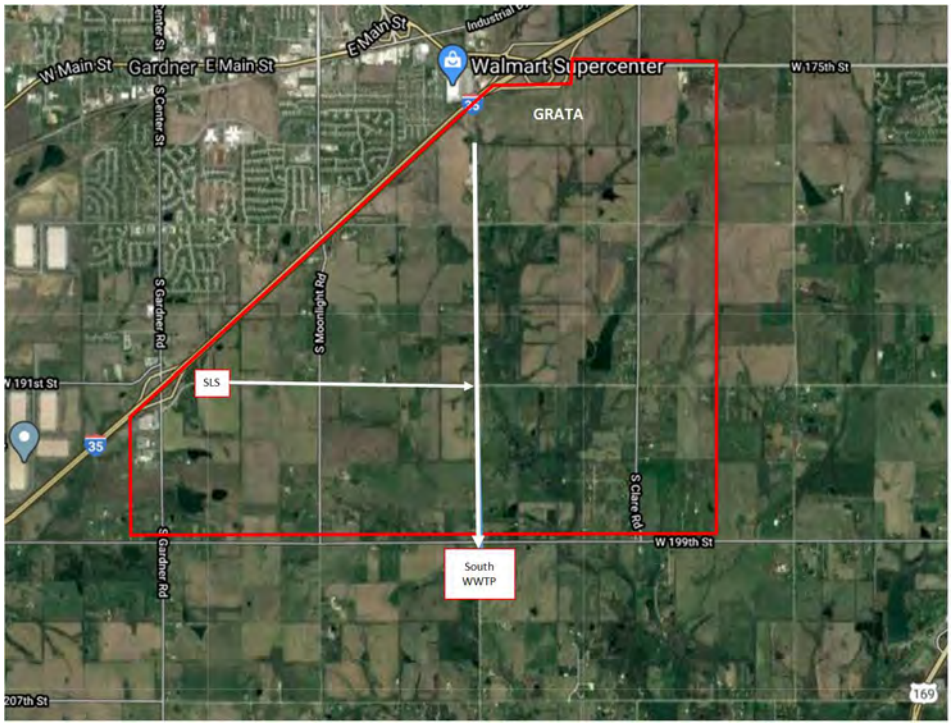


EXHIBIT B – FEES

Define Fees and Fee Schedule, and Payment/Approval Process

City of Gardner
Preliminary Planning and Design for a New South Wastewater Treatment Plant

Table 1 - Estimate of Engineering Fees

Prepared by GBA
7/20/20

		Water Environment Group									Struct. Assistance		Electr. Assistance		Arch. Assistance							
	CLASSIFICATION	Principal	Director of AES	Associate	Project Leader	Senior AES	Project AES	Staff AES	Specialist	Senior Technician	Senior Associate	Senior AES	Lead AES	Design AES	Principal	Project Leader	Admin. Assistant	TOTAL HOURS	LABOR COST	VEHICLE MILEAGE	PROJECT EXPENSES	TOTAL COST
	HOURLY CHARGEOUT RATE	$276	$232	$200	$175	$164	$140	$114	$150	$140	$232	$164	$175	$126	$276	$175	$85					
II. Meetings and Administration																						
A.	Conduct Kickoff Meeting (1 Meeting)	2	4		3	3	8								2	2		24	$4,519	128		$4,593
B.	Conduct Monthly Progress Meetings (4 Meetings)		12		12	12	18								2	6		62	$10,974	512		$11,268
C.	Administration and Invoicing	6	12		6	6	32										12	74	$11,974			$11,974
D.	Document Sharing						18											18	$2,520			$2,520
	SUBTOTAL	**8**	**28**	**0**	**21**	**21**	**76**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**12**	**178**	**$29,987**	**$368**	**$0**	**$30,355**
III. Collect and Review Available Data																						
A.	Obtain GIS Data for Service Area						4		4									8	$1,160			$1,160
B.	Site Visits		2		4	4	16						4					30	$4,760	160		$4,852
C.	Review Historical Reports and Facilities Plans		6		6	6	20											38	$6,226			$6,226
D.	Review Flow and Water Quality Data		1		2	2	4	24										33	$4,206			$4,206
E.	Confirm Regulatory Requirements (Meeting with KDHE)		6	2		8	8											24	$4,224	360		$4,431
	SUBTOTAL	**0**	**15**	**2**	**12**	**20**	**52**	**24**	**4**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**133**	**$20,576**	**$299**	**$0**	**$20,875**
IV. Confirm Planning and Service Area																						
A.	Meet with City to Discuss Growth and Service Area		1				6											7	$1,072			$1,072
B.	Prepare Exhibits for Existing and Ultimate Service Areas		4	2			8	20										34	$4,728			$4,728
C.	Develop Exhibits of Use Maps of Existing and Ultimate Development						8	12										20	$2,488			$2,488
D.	Develop Population Projections for Study Area		2	2			12											16	$2,544			$2,544
	SUBTOTAL	**0**	**7**	**4**	**0**	**0**	**34**	**32**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**77**	**$10,832**	**$0**	**$0**	**$10,832**
V. Confirm Projected Wastewater Flows and Organic Loads																						
A.	Establish Existing Capita Flow and Organic Load & Dirunal and Seasonal PFs		2			4	12	32	8	40								98	$13,248	200	$2,680	$16,043
B.	Define Design Flows and Organic Loads		2	2		4	6											14	$2,360			$2,360
	SUBTOTAL	**0**	**4**	**2**	**0**	**8**	**18**	**32**	**8**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**112**	**$15,608**	**$115**	**$2,680**	**$18,403**
VI. Evaluate Alternatives for Ultimate Development																						
A.	Perform Desktop Evaluation of Sewers		2	2			4		32									40	$6,224	64		$6,261
B.	Evaluate Capacity Improvements to Existing Conveyance and Pumping		2			9	56		8									75	$10,980			$10,980
C.	Evaluate South Wastewater Treatment Plant Alternatives																					
1.	Review and Filter Alternatives (Including Meeting with City Staff)		6		12	12	28											58	$9,380	128		$9,454
2.	Evaluate Location for Facilities		8	4			30		24				4					70	$11,156		$800	$11,956
3.	Review Alternate Technologies to Meet "Limit of Technology"																					
	a) Headworks		5	2		14	26		16									63	$9,896			$9,896
	b) Liquid Stream Processes		6	2		34	44		18									104	$16,228			$16,228
	c) Solids Stream Processes		5	2	40		48		16									111	$17,680			$17,680
	d) Odor Control				18		18		6									42	$6,570			$6,570
4.	Evaluate Ancillary Facilities			2		6	8		26				8	20	12	28		110	$18,536			$18,536
5.	Develop Opinion of Probable Project Cost		4	2	12	8	64		22		5	20	10	20	4	8		179	$28,214			$28,214
6.	Evaluate O&M Costs for Each Alternative		4			16	24											44	$6,912			$6,912
D.	Evaluate Improvements to Existing Wastewater Treatment																					
1.	Review Expansion of Kill Creek WRRF																					
	a) Compare Process and Capacity with Existing & Future Needs		4				24		4									32	$4,888			$4,888
	b) Provide recommendations		1	2			8											11	$1,752			$1,752
2.	Develop Opinion of Probable Project Cost						16		8				4	16				44	$6,156			$6,156
3.	Evaluate O&M Costs for Each Alternative		3				6											9	$1,536			$1,536
E.	Prepare Opinion of Probable Project Costs		3				16		4									23	$3,536			$3,536
F.	Evaluate Existing Sewer Rates		1	4			20											25	$3,832			$3,832
G.	Conduct Alternatives Workshop Screening with City		10		12	12	40		12									86	$13,788	128		$13,862
	SUBTOTAL	**0**	**64**	**22**	**94**	**111**	**480**	**0**	**196**	**0**	**5**	**20**	**26**	**56**	**16**	**36**	**0**	**1126**	**$177,264**	**$184**	**$800**	**$178,249**

City of Gardner
Preliminary Planning and Design for a New South Wastewater Treatment Plant

Table 1 - Estimate of Engineering Fees

Prepared by GBA
7/20/20

		Water Environment Group									Struct. Assistance		Electr. Assistance		Arch. Assistance							
	CLASSIFICATION	Principal	Director of AES	Associate	Project Leader	Senior AES	Project AES	Staff AES	Specialist	Senior Technician	Senior Associate	Senior AES	Lead AES	Design AES	Principal	Project Leader	Admin. Assistant	TOTAL HOURS	LABOR COST	VEHICLE MILEAGE	PROJECT EXPENSES	TOTAL COST
	HOURLY CHARGEOUT RATE	$276	$232	$200	$175	$164	$140	$114	$150	$140	$232	$164	$175	$126	$276	$175	$85					
VII. Prepare Recommended Phasing of Improvements																						
A.	Evaluate and Prepare Phasing Plan		4		6	6	20		8				4	8				56	$8,670			$8,670
	SUBTOTAL	**0**	**4**	**0**	**6**	**6**	**20**	**0**	**8**	**0**	**0**	**0**	**4**	**8**	**0**	**0**	**0**	**56**	**$8,670**	**$0**	**$0**	**$8,670**
VIII. Prepare Facilities Plan																						
	Prepare Preliminary Report	6	8		8	8	80	6										116	$18,108			$18,108
	SUBTOTAL	**6**	**8**	**0**	**8**	**8**	**80**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**116**	**$18,108**	**$0**	**$0**	**$18,108**
IX. Prepare Preliminary Desing of SWWTP																						
	Prepare Preliminary Drawings		8		24	24	40		60	60	4	12	4	12	40			288	$49,140			$49,140
	SUBTOTAL	**0**	**8**	**0**	**24**	**24**	**40**	**0**	**60**	**60**	**4**	**12**	**4**	**12**	**40**	**0**	**0**	**288**	**$49,140**	**$0**	**$0**	**$49,140**
X. Submit Facilities Plan and Preliminary Design Plans for Approval																						
A.	Submit to City and KDHE		2		4	4	12		8									30	$4,700			$4,700
	Meet with KDHE		6				8											14	$2,512	240		$2,650
	Meet with City to Discuss Preliminary Report		6		8	8												22	$4,104	64		$4,141
B.	Prepare Final Report		8		20	20	40		16	16	2	4	2	4	2	4		138	$22,102			$22,102
	Submit Final Report Hard Copies and Electronic Version		2		4	4	12					4						26	$4,156			$4,156
	SUBTOTAL	**0**	**24**	**0**	**36**	**36**	**72**	**0**	**24**	**16**	**2**	**8**	**2**	**4**	**2**	**4**	**0**	**230**	**$37,574**	**$175**	**$0**	**$37,749**
XI. Presentation to City Council																						
	Prepare presentation and meet with City staff to discuss comments	4	8		8	8	40	4	4									76	$12,328			$12,328
	Present recommended plant to City Council		4				8											12	$2,048	128		$2,122
	Present recommended plant to Utility Advisory Committee		2				6											8	$1,304	64		$1,341
	SUBTOTAL	**4**	**14**	**0**	**8**	**8**	**54**	**4**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**96**	**$15,680**	**$111**	**$0**	**$15,791**
	TOTAL	**18**	**176**	**30**	**209**	**242**	**926**	**98**	**304**	**116**	**11**	**40**	**40**	**80**	**62**	**48**	**12**	**2412**	**$383,439**	**$1,252**	**$3,480**	**$388,172**

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to settle eminent domain with Pinnacle Construction

Strategic Priority: Promotes Economic Development
Fiscal Stewardship
Increase Infrastructure and Asset Management

Department: Utilities - Electric

Staff Recommendation:
Staff and the City Attorney recommend settling eminent domain out of court and pay Pinnacle Construction $34,500 to acquire the necessary easements for Circuit 41 Back Feed Project, CIP EL1702.

Staff also recommends that if Pinnacle Construction asks for assistance in construction of public infrastructure in the future, the city consider the cost of this easement and construction of the lines in offsetting any public improvement costs that Pinnacle Construction might otherwise agree to.

Background/Description of Item:
On April 6, 2017, the Utility Advisory Commission approved a recommendation to the City Council for the Circuit 41 Back Feed Project that was later approved by the City Council on May 1, 2017

Staff's initial meeting with property owners Randy Willbanks and Sue Engbroten to discuss granting the easement necessary to complete the project was met with rejection. Staff met with the landowners again on August 4, 2017 to discuss the easement acquisition but Staff was unable to obtain any commitment from them. On September 22, 2017, Randy Willbanks and Sue Engbroten again indicated their unwillingness to work with the City regarding the electric easement. In early November, the City approached Northpoint to see if they (Northpoint) would grant an easement across their property in Edgerton. Northpoint responded that the location of the proposed electrical easement was also the location of the pedestrian/trail easement that was dedicated to Edgerton, thus the easement request could not be accommodated.

During the January 4, 2018 UAC meeting, an update was given on the back feed project and the commission discussed condemning the easement in order to complete the project. On January 21, 2018, Mayor Shute and City Administrator Harrison-Lee met with Randy Willbanks and Sue Engbroten to discuss the easement issue. The owners said they would grant the easement after their parcel was rezoned by the City. Two months elapsed since the meeting and staff did not receive any rezoning petition from Randy Willbanks or Sue Engbroten. On April 2, 2018, the City Council voted to authorize initiation of the easement condemnation process for the Circuit 41 Back Feed Project. On July 2, 2018, City Council adopted resolution 1990, declaring it necessary to acquire by condemnation easement interests in private properties for the use of the City of Gardner, Kansas, for certain improvements to public infrastructure related to the Circuit 41 Back

Feed Project, CIP EL1702. Due to new developments currently under consideration by the City, this back feed is critically needed to better serve the area south of 183rd Street.

On April 6, 2020, City Council adopted Ordinance 2655, declaring it necessary to acquire by condemnation easement interests in private properties for the use of the City of Gardner, Kansas, for certain improvements to public infrastructure related to Circuit 41 Back Feed Project, CIP EL1702. On May 29, 2020, after the eminent domain was filed in court, Pinnacle Construction came back with a settlement amount of $34,500, which is $10,000 more than our current appraisal. Our prior appraisal was for $28,700 or a little less than a $6,000 difference. The City would spend more to pay the Court appointed appraisers and legal fees than the difference.

Financial Impact:
Funding for the project is available from the Electric Fund 2020 Budget, CIP EL1702.

Attachments:
- Ordinance 2655

Suggested Motion:
Approve a settlement payment of $34,500 to Pinnacle Construction to acquire the necessary easements in order to implement Circuit 41 Back Feed Project, CIP EL1702.

ORDINANCE NO. 2655

AN ORDINANCE APPROVING THE DESCRIPTION AND SURVEY OF LANDS NECESSARY FOR CONSTRUCTING, RECONSTRUCTING AND MAINTAINING OF PUBLIC UTILITY IMPROVEMENTS, DESIGNATED IN RESOLUTION 1990.

WHEREAS, the City of Gardner, Kansas owns and operates a municipal electric utility for the public benefit of supplying its residents and other customers electric power and light;

WHEREAS, it is necessary to acquire easements on, over, through and under private properties for the construction of certain public improvements in support of the City's electric utility, which properties are situated both within and outside of the corporate city limits;

WHEREAS, the City is authorized to exercise eminent domain for the purpose of acquiring such easements pursuant to Article 12, Section 5 of the Kansas Constitution, K.S.A. 26-201, et seq., and K.S.A. 12-845 for the purposes herein stated;

WHEREAS, the Governing Body of the City adopted Resolution No. 1990 declaring it necessary to acquire by condemnation the aforementioned easements and directing that a survey and description of the lands or interests to be acquired be prepared by the City Engineer and filed with the City Clerk;

WHEREAS, surveys describing a temporary construction easement and a permanent easement have been completed and filed as directed by Resolution No. 1990.

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

SECTION ONE: The description and survey of lands necessary to acquire a temporary construction easement for the purpose to enter upon, excavate, fill, grade, locate, construct, and install or authorize such activities for the location, and construction of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., together with the right of access to said easement and over said easement for said purposes as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 1990, adopted by the Governing Body of the City of Gardner, Kansas, is hereby approved.

SECTION TWO: The description and survey of lands necessary to acquire a permanent and perpetual easement for the purpose to enter upon, excavate, fill, grade, locate, construct, install and maintain, or authorize such activities for the location, construction or maintenance, and use of utility lines, conduits, poles, wires, ducts, cables, facilities and appurtenances, etc., including the right to clean, repair, replace, and care for said facilities, together with the right of access to said easement and over said easement for said purposes as prepared by the City Engineer or designee and filed with the City Clerk pursuant to Resolution No. 1990, adopted by the Governing Body of the City of Gardner, Kansas, is hereby approved.

SECTION THREE: The action of the Governing Body of the City of Gardner, Kansas in acquiring the temporary construction easement and the permanent utility easement as herein described has been declared necessary by the Governing Body.

SECTION FOUR: The acquisition of the temporary construction easement and the permanent utility easement as herein described for the construction, reconstruction and

maintenance of certain public improvements in support of the City's electric utility is all in accordance with and under the provisions of Chapter 26 of the Kansas Statutes Annotated.

SECTION FIVE: That there is hereby declared to be public necessity to acquire by eminent domain proceedings for the purpose of construction, reconstruction and maintenance of certain public improvements in support of the City's electric utility the lands hereinafter described:

PINNACLE CONTRUCTION CO., INC. – TRACT NO. 1

FEE SIMPLE OWNER: **Pinnacle Construction Co., Inc.**

PARTIES IN POSSESSION: **Pinnacle Construction Co., Inc.**

SITUS ADDRESS: **No common address.**

JOHNSON COUNTY PARCEL ID NUMBER: **CF221435-3001**

KANSAS UNIFORM PARCEL ID NUMBER: **0461373501002011010**

LIENHOLDERS:
Thomas G. Franzen, in his capacity as the Finance Director & County Treasurer of Johnson County, Kansas (Attn: Treasury & Financial Management)

AND

Hawthorn Bank

EASEMENT HOLDERS:

Kansas City Power & Light, easement holder.

AND

Southwestern Bell Telephone Co., easement holder.

OTHER INTERESTED PARTIES:

Gas and Oil Operations, holder of oil and gas lease.

AND

The unknown heirs, executors, administrators, devisees, trustees, creditors and assigns of such parties as may be deceased, the unknown spouses of such parties and the unknown guardians and trustees of such parties as are minors or in anywise under legal disability, the unknown officers, successors, trustees, creditors and assigns of such parties as are existing, dissolved or dormant corporations, the unknown executors, administrators, devisees, trustees, creditors, successors and assigns of such defendants as are or were partners or in partnership, and all known persons who claim any interest in and to the aforementioned real estate.

Temporary Construction Easement Description:

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence South 0 degrees 34 minutes 54 seconds West, a distance of 20.00 feet; thence South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 15.00 feet to the point of beginning; thence continuing South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 497.00 feet to a point on the West line of Fairfield, a subdivision of land in the City of Gardner, Kansas; thence South 0 degrees 30 minutes 30 seconds West, along the West line of said Fairfield, a distance of 20.00 feet to the Northwest corner of Lot 17 of said Fairfield; thence North 89 degrees 29 minutes 30 seconds West, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 476.62 feet; thence South 0 degrees 34 minutes 54 seconds East, parallel with the West line of the Northeast Quarter of said Section 35, a distance of 2512.15 feet; thence North 87 degrees 19 minutes 02 seconds East, a distance of 1075.47 feet; thence South 0 degrees 42 minutes 41 seconds East, a distance of 20.01 feet; thence South 87 degrees 19 minutes 02 seconds West, a distance of 1095.52 feet; thence North 0 degrees 34 minutes 54 seconds West, a distance of 2553.29 feet, to the point of beginning, containing 1.89 acres, more or less.

Permanent Easement Description:

All that part of the Northeast Quarter of Section 35, Township 14 South, Range 22 East, in the City of Gardner, Johnson County, Kansas, described as follows: Commencing at the Northwest corner of the Northeast Quarter of said Section 35; thence South 0 degrees 34 minutes 54 seconds West, a distance of 40.01 feet to the point of beginning; thence South 89 degrees 29 minutes 30 seconds East, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 511.62 feet to the Northwest corner of Lot 17 of Fairfield, a subdivision of land in the City of Gardner, Johnson County, Kansas; thence South 0 degrees 30 minutes 30 seconds West, along the West line of said Lot 17, a distance of 15.00 feet; thence North 89 degrees 29 minutes 30 seconds West, parallel with the North line of the Northeast Quarter of said Section 35, a distance of 496.34 feet; thence South 0 degrees 34 minutes 54 seconds East, parallel with the West line of the Northeast Quarter of said Section 35, a distance of 2518.28 feet; thence North 87 degrees 19 minutes 02 seconds East, a distance of 1095.52 feet; thence South 0 degrees 42 minutes 41 seconds East, a distance of 15.01 feet to a point on the North line of an existing easement to Kansas City Power & Light, recorded in Book 1766, Page 649; thence South 87 degrees 19 minutes 02 seconds West, along the North line of said Kansas City Power & Light Easement, a distance of 1110.57 feet to the West line of the Northeast Quarter of said Section 35; thence North 0 degrees 34 minutes 54 seconds West, a distance of 2549.13 feet to the point of beginning, containing 1.43 acres, more or less.

SECTION SIX: The City Attorney for the City of Gardner, Kansas is hereby directed, authorized and instructed to make proper application to a Judge of the District Court of Johnson County, Kansas, for the acquisition of the aforementioned temporary construction and permanent utility easements for the purpose of construction, reconstruction and maintenance of certain public improvements in support of the City's electric utility, praying for condemnation thereof and the appointment of three disinterested residents of the County to assess and to

determine the damages and compensation resulting from such compensation and for such other proceedings as may be required by law.

SECTION SEVEN: This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body this __6th_ day of ____April_____, 2020.

SIGNED by the Mayor this _6th_ day of ____April_____, 2020.

_____/s/_____
Steve Shute, Mayor

(SEAL)

ATTEST:

_____/s/_____
Sharon Rose, City Clerk

APPROVED AS TO FORM:

_____/s/_____
Ryan B. Denk, City Attorney

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

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

Agenda Item: Consider the appointment of Jacob Wells to the Utility Advisory Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Jacob Wells to the Utility Advisory Commission with a term expiring July 2023.

Background/Description of Item:

The Utility Advisory Commission currently has one vacancy. The interview committee recommends appointing Jacob Wells to serve on the Utility Advisory Commission for the remainder of a term expiring July 2023.

Suggested Motion:

Appoint Jacob Wells to serve on the Utility Advisory Commission with a term expiring July 2023

COUNCIL ACTION FORM **OLD BUSINESS ITEM NO. 1**

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider adopting an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs.

Strategic Priority: Fiscal Stewardship

Department: Utilities - Wastewater

Board/Committee Recommendation:
On June 6, 2020, the Utility Advisory Commission approved a recommendation to the City Council to approve an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs.

Staff Recommendation:
Staff recommends approving an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs.

Background/Description of Item:
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 and a Fats, Oils & Grease program.

The I&I program provides prioritization, procedures, schedules, and planning for maintaining and rehabilitation of the existing sanitary storm sewer system through an inspection and data based ranking system. This program allows staff to improve the efficiency of operation, reduces maintenance and unexpected issues. In January 2020 UAC & Council approved the Private reimbursement program and Public I&I improvements. These items have been implemented and are ongoing.

The Fats, Oils & Grease program (FOG) is another program that has been recommended for implementation in past Wastewater Master Plans. A FOG program focuses on the fats, oils and greases that enter the system which cause routine maintenance and clog the sewer system. The FOG program and the introduction of Codes pertaining to this issue will create a program in which grease interceptors, inspection and maintenance policies and design requirements will help prevent fats, oils and grease from enter the public system. Currently, Line Maintenance staff provides monthly sewer cleanings and routinely performs chemical treatments in areas that are known to have FOG issues within

the system. The goal of a FOG program is to permit, implement, report, record and minimize FOG related issues within the system.

On July 20, 2020, staff brought forth an ordinance to amend provisions of Chapter 13.35. Following a presentation and discussion, council recommended changes to the ordinance and tabled the item to August 3. A new ordinance has been drafted and presented for consideration.

Financial Impact:
Minimal

Attachments:
- Ordinance No. 2668
- Illustrated changes made to the Fees Section
- Excerpt of Draft Minutes from the July 20, 2020 Council Meeting

Suggested Motion:
Adopt Ordinance No. 2668, an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Code and adding additional provisions to this shame Chapter relating to Infiltration and Inflow Prevention and a program providing for the control of Fat, Oil and Grease Discharges to the Gardner Municipal Code.

ORDINANCE NO. 2668

AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 13.35 OF THE GARDNER MUNICIPAL CODE AND ADDING ADDITIONAL PROVISIONS TO THIS SAME CHAPTER RELATING TO INFILTRATION AND INFLOW PREVENTION AND A PROGRAM PROVIDING FOR THE CONTROL OF FAT, OIL AND GREASE DISCHARGES TO THE GARDNER MUNICIPAL CODE.

WHEREAS, the Kansas Department of Health and Environment and the United States Environmental Protection Agency have from time to time adopted, modified, and supplemented rules, regulations and standards applicable to publicly owned and operated wastewater treatment facilities, as well as discharge limitations and requirements applicable to private persons or entities connected to and using sanitary sewers; and

WHEREAS, the Governing Body of the City finds that numerical grease limitations should be implemented with effective requirements for designing, installing, operating and maintaining grease interceptors and that it is advisable to incorporate new grease management requirements, including user fees, within the City Code; and

WHEREAS, it is necessary and advisable for the protection of the public health and safety and for the prudent and appropriate operation of the sanitary sewer system of the City to adopt such standards as provided for herein; and

WHEREAS, the City deems it advisable to reduce the amount of storm water and ground water inflow and infiltration originating from defects in private property connected to the public sewer system; and,

WHEREAS, allowing the flow of storm water and ground water into the public sewer system increases the cost of constructing and operating the sewer system and treating wastewater, adversely impacts the effective treatment of wastewater, reduces the available capacity of the system, creates conditions that pollute the waterways, and poses a direct threat to public health and safety by causing or contributing to sewer back-ups and sewer overflows; and,

WHEREAS, the Governing Body of the City finds it advisable to adopt standards regulating and restricting storm and ground water inflow and infiltration into the public sewer system into the City Code as provided for herein.

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

SECTION 1: Section 13.35.010 of the Gardner Municipal Code ("GMC") subsection G. shall be amended to provide as follows:

G. "Sewer" shall mean a pipe or conduit for carrying sewage and to which storm, surface, and ground waters are not intentionally admitted.

SECTION 2: Section 13.35.010 of the GMC subsection I. shall be amended to provide as follows:

I. "Wastewater" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments as may be present.

SECTION 3: A new section 13.35.095 shall be added to the GMC to provide as follows:

Sec. 13.35.095 - Infiltration & Inflow Prevention.

No person shall make connection, either directly or indirectly, of roof down spouts, interior or exterior foundation or footing drains, area drains, crawl space drains, or other sources of surface runoff or groundwater to a building sewer or building drain which is connected to a public sanitary sewer or to a public sanitary sewer directly. Nor shall any person break, damage, destroy, uncover, deface, tamper with, alter or substantially impair the use of any fittings, joints, plugs, caps, or part of a plugged building drain or building sewer to prevent inflow from such sources directly or indirectly into the public sanitary sewer system.

SECTION 4: A new section 13.35.035 shall be added to the GMC to provide as follows:

Sec. 13.35.035.1 – Applicability to Food Service Facilities.

The requirements in this Section 13.35.035 apply to "Food Service Facilities." For purposes of this Section, "Food Service Facility" shall mean any user that prepares and/or packages food for sale or consumption, on or off site, with the exception of private residences. Food Service Facility shall include, but is not limited to: food courts, food manufacturers, food processors, food packagers, restaurants, grocery stores, delicatessens, bakeries, lounges, hospitals, hotels, nursing homes, churches, and schools. Food Service Facility shall not include a facility that only prepares beverages; a facility that only sells prepackaged foods; a facility that is permitted to conduct industrial pretreatment.

Sec. 13.35.035.2 - General requirements.

Garbage disposals. Garbage disposals are prohibited in food service facilities that begin operation after June 1, 2020. Existing food service facilities in operation prior to the effective date of the resolution from which this article is derived shall be allowed to operate a garbage disposal unless or until the facility is required to install a grease interceptor pursuant to this article.

Grease traps. Grease traps are prohibited in food service facilities that begin operation after June 1, 2020. Existing food service facilities in operation prior to June 1, 2020, shall be allowed to operate a grease trap unless or until the facility is required to install a grease interceptor pursuant to this article. Grease traps shall have a removable lid on the top surface to facilitate inspection, cleaning and maintenance.

Grease interceptors. Grease interceptors shall be required at food service facilities under the following circumstances:

(1) *New food service facilities.* Food service facilities that begin operation after June 1, 2020, or nonfood service facilities that are altered after June 1, 2020, to include a food service facility where such facility did not previously exist, shall be required to install a new grease interceptor that complies with the design requirements of section 13.35.030.

(2) *Food service facilities with existing grease interceptors.* Food service facilities in operation prior to June 1, 2020, shall be allowed to operate existing grease interceptors provided they are maintained in compliance with the operating requirements established in this subdivision and none of the conditions in subsection (c)(3) of this section apply.

(3) *Food service facilities without grease interceptors.* The City of Gardner Wastewater may require an existing food service facility in operation prior to June 1, 2020, to install a new grease interceptor that fully complies with this article or to modify or repair any noncompliant plumbing or existing interceptor upon notice to the food service facility that one or more of the following conditions exist:

a. The facility is found to be contributing fats, oils or grease in quantities sufficient to cause line stoppages or to necessitate increased maintenance on the wastewater collection system; or

b. Changes are made to the menu or kitchen equipment that, in the opinion of the director, threatens to contribute fats, oils or grease in quantities sufficient to cause line stoppages or necessitate increased maintenance on the wastewater collection system.

(4) *Common grease interceptors.* The City of Gardner Wastewater may permit the use and operation of a shared, common grease interceptor for multiple food service facilities which lease or occupy portions of a single or connected commercial structure or which constitute a food court at or within a single structure and such

food service facilities may, when permitted, connect to and share the use of the common grease interceptor. A separate operator's permit shall be applied for and applicable to the owner/operator of the common grease interceptor, and each separate food service facility connecting to and using the shared, common grease interceptor shall apply for and obtain a use permit for the common interceptor. The director of the City of Gardner Utilities Department shall approve permits for operation and use of a common grease interceptor only upon such permit terms and conditions and subject to an operator agreement that ensure compliance with the standards and technical requirements contained in this subdivision.

Sec. 13.35.035.3 - Design requirements for new grease interceptors.

(a) New grease interceptors installed or modified after June 1, 2020, shall be attached to the building sewer line and shall connect all interior fixtures that may introduce grease into the wastewater collection system. Interior fixtures to be piped to the grease interceptor shall include, but not be limited to:

(1) Three-compartment sinks;
(2) Mop sinks;
(3) Dishwashers;
(4) Floor drains in food preparation and storage areas; and
(5) Any other fixture determined to be a potential source of grease.

Dish machines with a booster heater shall include a cold water solenoid-operated valve or similar device that mixes cold water with the discharged hot water from the machine. Wastewater from toilets, restroom sinks, and other similar fixtures shall not be piped to the grease interceptor under any circumstances.

(b) Grease interceptors installed or modified after June 1, 2020, shall meet the following requirements:

(1) The design, type, sizing and capacity of the interceptor and sampling port shall be approved, prior to installation, by the City of Gardner Wastewater and shall conform to the standards established in the most recently published version of the guidance document entitled “Grease Interceptor Design Criteria”;
(2) The interceptor shall be designed, constructed and installed for adequate load-bearing capacity;

(3) The interceptor shall be installed in a location outside the facility which is easily accessible for cleaning, inspection and sampling;

(4) A sampling port shall be installed on the interceptor discharge line;

(5) The interceptor shall have a minimum of two compartments and shall be capable of separation and retention of grease and storage of settled solids;

(6) The interceptor shall have a manhole to surface grade over each compartment to facilitate inspection, cleaning and maintenance, including pumping; and

(7) The minimum capacity of any single interceptor unit shall be 1,000 gallons and the maximum capacity shall be 2,000 gallons. Where sufficient capacity cannot be achieved with a single unit, installation of grease interceptors in series is required.

Sec. 13.35.035.4 - Plan review and permitting requirements for new or modified grease interceptors.

(a) *General requirements.* In addition to any other applicable requirements under this article, a food service facility required under this article to install or modify a grease interceptor or the plumbing that connects to the interceptor shall meet the plan review and permitting requirements in this section prior to discharging wastewater to the sewerage system.

(b) *Plan review application.* Any food service facility required under this article to install or modify a grease interceptor or the plumbing that connects to the interceptor must apply for and receive approval of the proposed plan for such installation or modification. An application form and copies of the proposed plan, together with payment of the plan review fee and all other required fees, shall be submitted to the City of Gardner Wastewater for review and approval. The plan shall be submitted in a form acceptable to the director and shall contain the information necessary to demonstrate to the department's satisfaction that the interceptor and any associated plumbing is designed and will operate in compliance with this article.

(c) *Plan review information.* The City of Gardner Wastewater shall make grease interceptor plan review application forms available upon request. Incomplete applications may be denied. In addition to the information on the application form, a food service facility shall submit the following information:

(1) A full set of building and construction plans to include:

a. Proposed plumbing connections to the grease interceptor;

b. The placement of all plumbing fixtures; and

c. The layout of kitchen equipment;

(2) A copy of the menu or a list of the food items to be prepared, sold or consumed;

(3) The completed application for a state food service establishment license if applicable;

(4) A description of food handling, food procedures and food flow in the facility;

(5) The grease interceptor plan review fee including any applicable variance request processing fee; and

(6) Any other information required by the City of Gardner Wastewater to adequately review the grease interceptor plan.

(d) *Plan review approval.* The City of Gardner Wastewater shall review the food service facility's grease interceptor plan and upon determining that it meets the requirements of this article, the department shall issue a directive approving the plan. In approving the plan, the department may impose any conditions necessary to ensure that it complies with this article. The department may deny any plan that does not comply with this article. The department shall notify the food service facility in writing whether the plan has been approved, approved with conditions, or denied, and if denied, the reasons for the denial.

(e) *Connection or modified usage permit required.* Prior to installing or modifying a grease interceptor or any plumbing that connects to an interceptor, a food service facility shall apply for and be issued a connection permit or a modified usage permit from the wastewater department. The wastewater department may review but shall not approve such application for a connection or a modified usage permit unless the City of Gardner Wastewater has approved the grease interceptor plan required in subsection (b) of this section.

(f) *Operating permit required for new or modified grease interceptors.* Upon determination that any installation or modification of a grease interceptor, or any plumbing that connects to the interceptor, has been completed and does comply with the requirements of this article, including but not limited to design and construction standards imposed under the authority of this article, the City of Gardner Wastewater shall provide notice of such compliance to the designated operator of the food service facility, and, upon proper application and approval, issue a grease interceptor operating permit for the facility. No food service facility required under this article to install or modify a grease interceptor shall discharge to the sewerage system without a valid grease interceptor operating permit. The grease interceptor operating permit holder shall comply with all of the provisions in this subdivision, operating requirements and operating permit renewals.

Sec. 13.35.035.5 - Permitting requirements for existing grease interceptors.

(a) *General requirements.* A food service facility with a grease interceptor shall not discharge to the sewerage system without a valid grease interceptor operating permit (GIOP) issued by the City of Gardner Wastewater. The City of Gardner Wastewater shall approve, deny, or approve with conditions each GIOP application in accordance with the provisions of this Article. The GIOP shall be in addition to any other permits, registrations, or licenses that may be required under federal, state or local law.

(b) *Applications.* All food service facilities with a grease interceptor shall apply annually for a grease interceptor operating permit (GIOP) on a form prescribed by the City of Gardner Wastewater. The City of Gardner Wastewater shall make the forms available to food service facilities at least 30 days prior to the date they are due. Each food service facility with a grease interceptor shall complete the application and submit it to the City of Gardner Wastewater no later than March 1 of each calendar year. The GIOP application shall include payment of the annual permit fee required under section 13.35.035.9(2). GIOP applications that do not include payment of the required fee shall be deemed incomplete.

(c) *Issuance.* The City of Gardner Wastewater shall determine whether the grease interceptor operating permit application submitted by the food service facility is complete. Incomplete applications may be denied. The City of Gardner Wastewater shall review complete applications along with information from any grease interceptor inspections conducted by the City of Gardner Wastewater at the food service facility and other pertinent information. The City of Gardner Wastewater shall issue a permit to the food service facility upon a determination that the grease interceptor is in compliance with this article. The City of Gardner Wastewater may issue a permit with conditions intended to correct any violations of this article.

(d) *Terms.*

(1) Each grease interceptor operating permit (GIOP) shall be effective for up to one year and shall expire on April 15 of each year regardless of the date that the previous permit was issued. The terms and conditions of a GIOP are automatically extended past the expiration date and remain fully enforceable pending issuance of a new permit only under the following conditions:

a. The food service facility has submitted a timely and complete application for a new permit;

b. The City of Gardner Wastewater is unable, through no fault of the food service facility, to issue a new permit before the expiration date of the previous permit; and

c. The food service facility is not significantly violating the terms and conditions of the previous permit.

(2) The food service facility shall display the GIOP in a conspicuous place where it can be seen by the facility staff and shall maintain a copy of the GIOP in the grease interceptor records file.

(3) The GIOP shall automatically terminate and become null and void upon cessation of operations of the food service facility or sale or transfer of business ownership of such facility including but not limited to a sale of assets, shareholders equity, or other equity or ownership interest. It is the responsibility of any new owner to timely apply for a new GIOP from the City of Gardner Wastewater.

(4) The City of Gardner Wastewater may modify the terms and conditions of the GIOP at any time to address evidence of noncompliance with this article. Any changes or new conditions in the GIOP shall include a reasonable schedule for achieving compliance.

(5) The City of Gardner Wastewater may revoke the GIOP at any time if a food service facility has failed to correct significant and ongoing noncompliance with this article after being provided a reasonable opportunity to do so.

Sec. 13.35.035.6 - Operating requirements.

All grease interceptors shall meet the following requirements:

(1) *Pumping, cleaning and maintenance.* Each food service facility shall be responsible for pumping, cleaning and maintaining its grease interceptor in good working condition. All food service facilities with a grease interceptor shall utilize a wastewater hauler or contractor holding a valid sanitary disposal contractor's license issued by the City of Gardner Wastewater or alternatively Johnson County Wastewater to provide pumping, cleaning and disposal services. Pumping shall include the removal of all contents from the interceptor, including grease, floating materials, gray water, bottom sludge and solids. Cleaning shall include removal of solids from the walls, floors, baffles and pipe work in the interceptor. It shall be the responsibility of each food service facility to verify that the interceptor is properly cleaned out and that all fittings and fixtures inside the interceptor are in good working condition.

(2) *Pumping frequency.* Unless otherwise approved by the director or authorized under this section, each food service facility shall have its grease interceptors pumped at least once every 90 days. More frequent pumping may be required by the City of Gardner Wastewater based on the following criteria:

a. Evidence of a floatable grease layer that exceeds six inches (6”) in depth on the outlet side of the interceptor; or

b. Evidence of a settleable solids layer that exceeds eight inches (8”) in depth on the outlet side of the interceptor.

Any food service facility which holds a GIOP may apply for a variance from the pumping frequency requirements by utilizing the procedures prescribed in this section 13.35.035.5, including payment of the variance request processing fee. Food service facilities which are located in institutional facilities operated by public or governmental entities, such as public schools, may, at the time of issuance or renewal of the GIOP for the facility, request a modified pumping schedule based upon either the limited schedule that the food service facility operates or the limited menu of food items prepared at the facility, and such request shall not be considered as a variance request and no variance request processing fee shall be required. When the director finds that a variance from the pumping frequency requirements or a modified pumping schedule would not unduly create health or safety issues or expose the sewer system to improper discharges, the director may grant the variance or modified schedule. Any variance or modified pumping schedule shall thereafter become a requirement under this article, applicable to that permit holder, and shall be subject to further revision or revocation as necessary for the public health and the proper maintenance of the sewer system.

(3) *Repairs.* Each food service facility shall be responsible for all repairs to its grease interceptors. Repairs required by the City of Gardner Wastewater shall be completed by the date specified in a written notice provided by the City of Gardner Wastewater.

(4) *Waste disposal.* Wastes removed from any grease interceptor shall be disposed at a facility permitted to receive such wastes or at a location legally designated for such purposes. Grease, gray water or solid materials removed from an interceptor shall not be returned to an interceptor, private sewer line or to any portion of the wastewater collection system without prior written approval from the administering agency.

(5) *Recordkeeping.* Each food service facility shall maintain a grease interceptor binder on site in an easily accessible location and shall make it available for review upon request by the City of Gardner Wastewater. The binder shall contain a chronological record of all maintenance and repairs performed on the grease interceptors during the most recent three-year period. The binder shall include the date of the maintenance or repair including all dates when the interceptor was pumped and cleaned, a brief description of the nature of the maintenance or repair, and any other pertinent information. The binder shall also contain the following information:

a. A copy of the facility's current grease interceptor operating permit;

b. A copy of any receipts for repairs or maintenance to the interceptors, including pumping and cleaning;

c. The name, address, and telephone number of the sanitary disposal contractor licensed by the City of Gardner or alternatively Johnson County

Wastewater that the food service facility uses to pump and clean the grease interceptors; and

d. Grease interceptor monitoring data, if applicable.

Sec. 13.35.035.7 - Alternative methods of grease management.

The director of the City of Gardner Utilities Department may approve and issue a modified permit for the use of alternative methods of grease management, in lieu of the requirement contained in section 13.35.035.4(c) for the installation and use of a grease interceptor, by a qualified food service facility or specified type or class of food service facility when the director determines that an alternative method of grease management is at least as effective for managing grease discharges to the sewerage system as the other requirements in this article. The approval of an alternative method of grease management shall be made in the manner and in accordance with the following prescribed criteria and conditions:

(1) *Application processes.* A food service facility may request approval and a modified permit for the use of an alternative method of grease management according to one or more of the processes in this subsection. The application shall be in writing, on a form prescribed by the City of Gardner Wastewater, and shall comply with the procedures contained in section 13.35.035.4.

a. *Variance.* A food service facility may request a variance from any of the requirements of this subdivision. The City of Gardner Wastewater shall consider the request based upon documentation presented by the food service facility and may grant the variance only when the food service facility has adequately demonstrated that the alternative method requested is at least as effective in managing grease discharges to the sewerage system as the requirements contained in the article. No variance shall be approved unless the requesting facility has paid the processing fee as required by section 13.35.035.9.

b. *Approved grease removal device.* The director of the City of Gardner Wastewater may, from time to time, designate a particular type of equipment or grease removal device as an approved alternative grease management method and permit its use by a qualified type or class of food service facility. In such event, a qualified food service facility may request a permit to use the approved equipment or grease removal device, and the director may approve the request after making a determination that the applicant is a qualified food service facility for which the device is approved and that the particular use by the applicant will provide grease management sufficient to comply with the intent of this article. No request to use approved equipment or grease removal device shall be granted unless

the requesting facility has paid the processing fee required by section 13.35.035.9.

c. *Low discharge waiver.* A food service facility which qualifies as a low grease generating facility may request a waiver from the requirement to install and use a grease interceptor and/or a grease removal device. The director may approve the request only upon a direct finding that the facility meets the qualifications for a low grease generating facility, that the facility in ordinary operation will discharge only minimum amounts, if any, of fats, oils and grease to the sewerage system, and that the facility is not likely to contribute in the future quantities of fats, oils, and grease sufficient to cause line stoppages or to necessitate increased maintenance on the sewerage system. No request for a low discharge waiver shall be approved unless the requesting facility has paid the processing fee required by section 13.35.035.9. For purposes of this section, a food service facility will not be considered a low-grease generator unless it meets the following criteria:

1. A facility that only serves ready-to-eat foods with no preparation at the facility other than warming, which would include, but not be limited to, scoop-only ice cream shops, cold sandwich shops, popcorn stands and hot dog rollers;
2. A facility that only prepares:
   (i) Uncooked or unbaked food or meals that will be taken from the facility and cooked or baked at another location; or
   (ii) Small baked goods such as, but not limited to, cookies and pretzels;
3. The facility does not engage in more than a minimum amount of dish or pot washing; and
4. The facility demonstrates that its operations do not cause or provide for the discharge of fats, oils or grease in an amount which could cause unacceptable accumulation of deposits in the sewerage lines or necessitate increased maintenance on the sewerage system.

Any food service facility that uses a deep fat fryer, a grill, a wok, a griddle, a fry daddy or any other device that uses fats, oils, or grease for cooking purposes shall not be considered as low- grease generating or discharging facility and shall not qualify for a waiver under this section.

(2) *Conditional status.* Any modified operating permit issued pursuant to this section for an alternative grease management method, whether by waiver, certification or variance, shall be strictly conditional, and the director of the City of Gardner Wastewater may impose, as a part of the approval and issuance of, the permit, such conditions as the director deems necessary and advisable to ensure the effective management of grease as intended under this Article. All approvals and permits

issued under this section shall contain, at a minimum, the following terms and conditions:

a. *Fee payment.* The food service facility shall timely pay all applicable application and annual fees or other charges specified by the director in the approval and/or modified permit or as may hereafter be required by this article;

b. *Code compliance.* The food service facility shall comply with each and all of the provisions of the Article which are not otherwise, expressly or by necessity, modified by the permit issued under this section;

c. *Structural arrangements.* Notwithstanding the approval of any variance, certification or waiver, the food service facility shall be required for all new structures and for existing structures where reasonably feasible to provide structural arrangements suitable for the future installation and use of a grease interceptor, including but not limited to segregated wastewater lines within the plumbing of the facility, connection points for plumbing to an outside interceptor, and reserved location space, unrestricted, in the parking or adjacent area for placement of a future interceptor. The food service facility shall ensure that the structural arrangements are required to be preserved by any successors in interest and/or future occupants of the structural space;

d. *Change of operations or circumstances.* The food service facility shall notify the City of Gardner Wastewater of any change in operation and/or circumstances which would or reasonably may affect the generation or discharge of fats, oils and grease at the facility;

e. *Term and periodic review.* Any alternative grease management method approved under this section shall be for a defined term as specified by the director of the City of Gardner Wastewater and shall be subject, in addition to standard inspections or compliance investigations, to a formal periodic review at least once each five years. The review shall determine whether the food service facility is still qualified and eligible for the alternative method and whether the method is providing effective grease management at the facility as required by this article;

f. *Best management practices.* The director of the City of Gardner Wastewater shall develop and publish guidelines specifying the best management practices (BMPs) in the food service industry for the management and disposal of fats, oils and grease and shall update the guidelines periodically to ensure that the current industry standards for BMPs are met. Each food service facility which is permitted to use an alternative grease management method under this section shall implement and adhere to the BMPs as promulgated and updated by the director, and the food service facility shall provide training, acceptable to the City of

Gardner Wastewater, for each and all of its employees upon hire and at least annually on the BMPs;

g. *Required conversion.* In the event that the food service facility fails for any reason to comply with any term or condition of the modified permit, including the conditions stated in this subsection, or if for any reason the alternative grease management method is not effective, as contemplated by this section, then the director may require and the food service facility shall cease operation of the alternative method and immediately install, at its own expense, a grease interceptor, or if allowable an approved grease removal device, meeting the requirements of this article.

(3) *Conversion from existing interceptor or grease removal device.* Any food service facility which has a permit for and is operating either a grease interceptor or grease removal device pursuant to this subdivision may apply under this section for a modified permit to use an alternative grease management method, and such a modified permit may then be issued to the facility if the director determines that the facility meets all of the requirements for and is qualified to operate such alternative method; provided however, that such food service facility shall not be required to pay the processing fee required by section 13.35.035.9. Upon issuance of the modified permit under this subsection, the permit issued for the grease interceptor or grease removal device shall be rescinded, and the food service facility shall decommission the grease interceptor or grease removal device in accordance with procedures, requirements and standards prescribed by the City of Gardner Wastewater as a condition to and a part of the modified permit.

(4) *Termination and revocation of modified permit.* Any modified permit issued under this subsection for use of an alternative grease management method shall terminate automatically upon expiration of its term, unless renewed, or upon the occurrence of any event or action which would render the food service facility ineligible or not qualified to use an alternative grease management method. Immediately upon such termination, the food service facility shall cease any discharge of fats, oils or grease to the sanitary sewer system until a proper permit is issued and either a grease interceptor or grease removal device, or other approved alternative method, is installed and operational at the facility. Any modified permit issued under this subsection may be revoked by decision of the director of the City of Gardner Wastewater, following notice and an opportunity to be heard being provided to the food service facility, whenever the director determines that the food service facility has discharged or is discharging fats, oils, and/or grease to the sewer system in quantities which are causing accumulations in the sewer lines that are likely to result in a line obstruction and/or blockage or will result in increased maintenance for the wastewater collection system. Upon revocation of the modified permit, the food service facility shall immediately cease any discharge of fats, oils, and/or grease to the sewerage system until a proper permit is issued and a grease

interceptor is installed and operational at the facility. Any food service facility which has had a modified permit revoked under this article shall not be eligible thereafter for issuance of another modified permit for the same facility unless the director of the City of Gardner Wastewater determines that the management of the facility has fully modified operation at the facility and that such modifications reasonably ensure that the facility can effectively meet the intent and requirements of this Article with the use of an alternative grease management method.

Sec. 13.35.035.8 - Notice of noncompliance.

The City of Gardner Wastewater shall record all observations during an inspection of a food service facility subject to the grease management requirements of this article in a written report, including any violations. The department shall notify the food service facility of any violations and provide a time frame for correcting the violations. The department official may re-inspect any food service facility that has received a notice of noncompliance to determine whether all violations have been timely and completely corrected. The food service facility is subject to reinspection fees as provided under section 13.35.035.9.

Sec. 13.35.035.9 - Fees.

The director of the City of Gardner Wastewater is hereby authorized under this article to assess and collect fees in the amounts and according to the procedures set forth in this section and as subsequently modified by the Governing Body by resolution on an annual basis. The fees provided for in this subdivision are separate and distinct, and in addition to any other fee assessed by the City of Gardner Wastewater. Such fees may be adjusted by the Governing Body of the City on at least an annual basis by resolution. The following shall be a description of the types of fees which may be assessed and the dollar amount of the fees shall be effective until altered or amended by the Governing Body by resolution:

(1) *Grease interceptor—Plan review fee.* Any food service facility that wishes or is required to make a modification to an existing permitted grease interceptors under this Article, and any food service facility that wishes to or is required to install a new grease interceptor under this article, shall pay a nonrefundable fee to the City of Gardner Wastewater with the plan review application. The fee shall initially be set by the Governing Body by resolution and shall be applied for each plan required to be reviewed.

(2) *Same—Operating fee.* Each food service facility required under this article to have a grease interceptor operating permit shall pay an annual fee to the City of Gardner Wastewater with the permit application, except that the permit fee shall be waived for any facility that has in the same calendar year already paid a grease interceptor plan review fee. The permit fee shall initially be set by the Governing Body by resolution for each food service facility.

(3) *Reinspection fees.* A food service facility that has not corrected violations of this article by the date established in a written notice of noncompliance shall as set by the Governing Body by resolution. The reinspection fees are in addition to any other enforcement action authorized under law to compel compliance with this article.

(4) *Variance request processing fees.* A food service facility that submits a request for a variance from the provisions of this subdivision, shall pay a processing fee set by the Governing Body by resolution to be paid to the City of Gardner Wastewater.

Sec. 13.35.035.10 - Regulation of waste from other jurisdictions.

Food service facilities regulated by the City of Gardner Wastewater through an interlocal agreement must comply, at a minimum, with this article.

SECTION 5: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION 6: This ordinance shall take effect and be in force from and after its passage, approval and publication as provided by law.

PASSED by the City Council this _____ day of _____, 2020.

APPROVED by the Mayor this _____ day of _____, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____

Steve Shute, Mayor

Attest:

_____

Sharon Rose, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

Sec. 13.35.035.9 - Fees.

The director of the City of Gardner Wastewater is hereby authorized under this article to assess and collect fees in the amounts and according to the procedures set forth in this section and as subsequently modified by the Governing Body by resolution on an annual basis. The fees provided for in this subdivision are separate and distinct, and in addition to any other fee assessed by the City of Gardner Wastewater. Such fees may be adjusted by the Governing Body of the City on at least an annual basis by resolution. The following shall be a description of the types of fees which may be assessed and the dollar amount of the fees shall be effective until altered or amended by the Governing Body by resolution:

(1) *Grease interceptor—Plan review fee.* Any food service facility that wishes or is required to make a modification to an existing permitted grease interceptors under this Article, and any food service facility that wishes to or is required to install a new grease interceptor under this article, shall pay a nonrefundable fee to the City of Gardner Wastewater with the plan review application. The fee shall initially be set by the Governing Body by resolution and shall be applied~~at $250.00~~ for each plan required to be reviewed.

(2) *Same—Operating fee.* Each food service facility required under this article to have a grease interceptor operating permit shall pay an annual fee to the City of Gardner Wastewater with the permit application, except that the permit fee shall be waived for any facility that has in the same calendar year already paid a grease interceptor plan review fee. The permit fee shall initially be set by the Governing Body by resolution~~at $250.00~~ for each food service facility.

(3) *Reinspection fees.* A food service facility that has not corrected violations of this article by the date established in a written notice of noncompliance shall as set by the Governing Body by resolution.~~pay a reinspection fee of $100.00 to the City of Gardner Wastewater for the first reinspection, $200.00 for the second reinspection and $300.00 for each subsequent reinspection needed to confirm that the violation has been corrected.~~ The reinspection fees are in addition to any other enforcement action authorized under law to compel compliance with this article.

(4) *Variance request processing fees.* A food service facility that submits a request for a variance from the provisions of this subdivision, shall pay a processing fee set by the Governing Body by resolution to be paid~~of $300.00~~ to the City of Gardner Wastewater.

COMMITTEE RECOMMENDATIONS

1. **Consider adopting an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Codes relating to Inflow & Infiltration and Fats, Oils and Grease Discharge (FOG) programs**

Utilities Director Gonz Garcia said this item came about in 2017. The wastewater master plant was updated and it was recommended the city implement two programs, the Inflow & Infiltration (I&I) program and the Fats, Oils & Grease (FOG) program. The I&I program was adopted in 2018. The current Gardner Municipal Code was reviewed and found to have no references related to preventing I&I or FOG. Staff recommends amending Chapter 13.35. It was presented to the UAC on June 6, and they approved a recommendation to council for the amendment. Because of questions the raise, staff prepared a presentation to highlight the points of the ordinance. Garcia said Section 13.35.095 states "No person shall make connection, either directly or indirectly, of roof down spouts, interior or exterior foundation or footing drains, area drains, crawl space drains, or other sources of surface runoff or groundwater to a building sewer or building drain which is connected to a public sanitary sewer or to a public sanitary sewer directly. Nor shall any person break, damage, destroy, uncover, deface, tamper with, alter or substantially impair the use of any fittings, joints, plugs, caps, or part of a plugged building drain or building sewer to prevent inflow from such sources directly or indirectly into the public sanitary sewer system", making illegal connections not allowed. Garcia transferred the presentation to Utility Senior Staff Engineer Jeff LeMire.

LeMire said the program pertains to the Food Service facilities within Gardner that create Fats, Oils, and Grease. This Code addition is being proposed to help minimize the impacts to the collection system for the health and safety of residents and businesses downstream from the source of the FOG. Currently, Line Maintenance is spending 2 weeks a month performing monthly inspections pertaining to Fats, Oils and Grease as well as root and low points within the system where FOG collects. This is typically a crew of 3-4 line maintenance staff performing this work, which is approximately 160 hours a month, 1,920 hours a year. This manpower could be focused on other tasks. The FOG program being outlined in the Code addition will provide permitting, design requirements, processes and procedures for cleaning, handling failed systems, inspection, and tracking of these items. To help prevent the blockages, spills and lower O&M costs, grease interceptors will be installed at food service facilities to prevent FOG from entering the system. Major restaurants like McDonald's, Burger King, KFC, just put in a larger interceptor last year. They followed the Johnson County Wastewater (JCW) regulations, and that's what this system is being based on. In addition to staff spending two weeks a month on FOG and root maintenance, that staff is also going to lift stations with the wastewater treatment staff to clean out grease clog. JCW uses the permit process staff are proposing with an annual permit fee of $348. Olathe funds the program through building permits and system development fees. City of McPherson uses a monthly fee based on the wastewater-billing category of $100 or $110 per month charged to those facilities. Staff recommends a permit process and annual permit fee following the JCW program that is the basis of most programs in the area. As stated, the Code will be an annual permit fee based system that allows multiple options to deal with collecting FOG before it enters the collection system. There are variances, waivers and interceptor design options depending upon the business type, location and discharge rates of the facilities. The proposed fee is $250, and covers the initial development review, the first year of operation fees, and inspection. If a business has a failure and needs to repair, that $250 fee will be assessed to that year's annual rate. City staff will be performing inspections, providing businesses with information packets to educate them through the inspection and tracking process. This code also covers the re-inspection fee schedule. The code has specific design standards and this information will be uploaded to the Utilities website along with other educational materials. Existing facilities will be exempt from the code, provided they are not found to be contributing to the FOG system. If they are found to be contributing to FOG, their facility will be inspected. If deficiencies are found, they will receive a notice with recommended maintenance or additional training for on-site staff or additional BMPs added to their system. If they can't become compliant using those methods, then they must come into full compliance within two years, allowing time to budget and plan. The code also allows for alternative grease removal

systems, which requires a variance process outlined in the code. Staff will need to be trained to perform these inspections, and will work with JCW. City staff will shadow them on inspections.

Councilmember Gregorcyk asked how many commercial businesses would be affected by this. LeMire doesn't have that list today. He will work with other city staff to create the list and make contact. Gregorcyk said once the list is created and contact made, they would have two years to be compliant. LeMire said only if they are found to contribute to the FOG. Gregorcyk asked if church kitchens would be required. LeMire and City Attorney Denk said those are not commercial businesses. Gregorcyk asked what the penalty is if the business is not in compliance in two years. He didn't find any non-compliance fee or enforcement actions. Denk said it's a required permit to operate a food service. Gregorcyk clarified if they don't get the permit, they don't get to open.

Councilmember Baldwin asked with the normal cleaning process is it possible to determine who is contributing. Is it possible, instead of everyone paying an inspection fee years for something they may not be doing, that staff can determine who is at fault? LeMire said with the CCTV system in place, staff can narrow it down. Baldwin said having an additional business fee 'just because' isn't good. If they can determine a business has this problem it would be better to go after contributors rather than have all pay a fee for something they aren't contributing to. Councilmember Winters concurred. Mayor Shute said any businesses existing before this code, unless there are FOG issues. LeMire said there are exemptions for existing businesses. They have to come into compliance if staff finds their business is producing FOG. Baldwin said if they do that for the pre-existing, the new should fall under the same umbrella. Why charge a new business tomorrow a $250 fee if they are not charging one yesterday and still use the camera to find out if they are in compliance? Councilmember Roberts asked if they would just have new businesses install the right gear as part of the permitting process. LeMire said, during permitting process, new businesses meet with Planning to discuss requirements. The FOG program is worldwide. Shute said the FOG program is important, but why issue another permit fee, in addition with other permit fees currently for new businesses when the requirements are already part of the planning process. Baldwin said they can update design standards to enforce that. City Attorney Denk said when discussing the appropriate fee, it needs to be representative of the city's costs in doing the inspections. It's not just a fee that isn't associated with city activity and city inspection. After the first time, there's continued re-inspection. LeMire said there would be an annual inspection. The plan is to divide the city into quadrants and inspect quarterly to ensure compliance. Many communities provide annual inspections. Shute noted the plan review fee imposed on the business for that portion of the plan review. LeMire said the fee is to review and ensure the appropriate devices are installed and that $250 would be their fee for that year. Shute said then they would assess them a $250 annual fee every year after that. Roberts said existing businesses, if inspected, don't have to pay the $250 fee because they are grandfathered in. LeMire said they are, unless they are found to have FOG issues. Baldwin said they can add design standards. If there is additional overhead for the initial inspection, the inspection fee can be slightly higher, but to have a large fee upfront and ongoing is unnecessary. LeMire said that's why he looked to neighboring communities. Olathe covers it through development processes, but JCW is the model staff proposed. They use a fee of $348. McPherson charges $100-$110 per month. Baldwin asked if JCW charges a fee because they don't charge penalties for non-compliance? LeMire said in this there are no fees, but businesses can be shut down as part of the permit. Baldwin said they should have a fine schedule instead. There isn't a lot of overhead because the city already inspects. If there's an issue and the city has to clean it out, then the city needs to recoup that and they pay a fine. Shute said they can punish violators and not just all businesses. Gregorcyk asked if staff is able to pinpoint one specific business being a contributor? LeMire said there are some businesses that staff can pinpoint. Gregorcyk said to Baldwin's point, penalize them or shut them down. LeMire said this code allows staff to inspect, and they can find devices that are clogged or not working properly. Gregorcyk noted the plan review fee, is that to recoup labor costs or built around a comparable fee in the city's fee structure? LeMire said they looked at other city fees. Shute asked if they could look Olathe's system that is part of the development fees for different types of businesses. If there's a need to inspect, they will be done on a need

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by need basis. The city already permits based on type of business classification. This would be simpler for businesses. Baldwin said they can check upfront on what they need to be open. The city can educate on better use of the system. Denk said the way the ordinance is written for permitting requirements for existing grease interceptors is there is a require annual permitting process under Subsection D. Each year they have to re-permit and satisfy the requirements of that section. There will be staff time associated with that. Shute said they can take that into consideration with the permitting development fees the city currently has. Baldwin asked why they would need to revisit every year with normal inspections of the system. When they find evidence of something, there's probably cause to start looking further. That's when they adjust the fine structure, if one is created, that would cover the additional manpower. LeMire said annual line inspection does not cover every line every year. It takes 5-6 years to hit every line. Denk said with this code, it's not installed and done; the ongoing regular maintenance requirements and verification that the hauler is recognized by the county and city, and that can change year over year. LeMire added that they take it to a place that will treat it appropriately. Baldwin said they can collect information and send in a form that updates who is handling it. They could update on file every year, and if they don't update, the city won't issue a permit. They don't have to be charged; the city isn't doing any work. Winters clarified that existing businesses will be inspected and if staff suspects they are contributing to FOG, they can investigate further, but other than that, there are no fees. Shute said existing businesses are grandfathered in. Roberts said new businesses are required to pay the permit fee every year. Winters said once they've paid the first year and had the initial inspection, they become an existing business.

Mayor Shute said they may have consensus to review and model after the Olathe program and revisit at a later meeting. Director Garcia asked which fees they would like removed, and then summarized the fee schedule. Shute said they want to review fees one and two. That is the plan review fee and whether or not they assess that for every food service business coming into the city in addition to their existing food service permitting fees already paid; and the operating fee charged on an annual basis to get a permit. Baldwin said he understands it's being proactive, but if one is getting checked and one is not, there will have to be further inspection to determine how much is being contributed. They will need a fine schedule for a big contributor to the problem. Everyone pays $250, but if one business contributes 10 times as much as another, that business should be paying a bigger percentage of the cleanup cost, and the operating fee goes away. Gregorcyk clarified that the plan review fee of $250 in addition to the operating fee of $250 for a total of $500. Denk said no, the permit fee would be waived the first year. Gregorcyk suggests eliminating the plan fee and increasing the inspection fee. Baldwin clarified it as a re-inspection fee. Gregorcyk would eliminate the operating fee. Gregorcyk asked about re-inspection fees, they have $100 for the first re-inspect, then $200 for the 2nd, and $300 for the 3rd. Baldwin wouldn't change them, but add penalty fines after the inspection. Shute said if they have staff costs for cleanup of a violator, it is tacked on as a penalty. Gregorcyk noted staff hours, will they recoup 50% or 100% in that fee? Baldwin said no one fee ever recoups at 100%. They would need to collect data. LeMire asked if they are they still inspecting annually. How will staff know if a system didn't break down months ago, and it's been treated. Winters asked how would they know on existing businesses. LeMire said when they do line inspections, they would find it, but don't know when the FOG began. Baldwin said it could be 5-6 years when we find out. Shute asked how Olathe handles inspections. LeMire said they inspect commercial and industrial lines annually. Shute asked if the city can manage with existing resources and eliminate the fee. LeMire said it's not being performed currently, but the new position currently advertised would be working on this program. Baldwin said if they have the operating fee with the inspection, there's potential they could have three years with a business out of compliance. Can staff get back to those particular lines more quickly than 5-6 years, preferably 3 years, and what is the impact to line maintenance staff? LeMire said the major grease contributors' lines are being flushed every month. They have a good idea of what businesses need inspection now. Baldwin said if they provide education to those causing issue and they clean it up, then staff will notice an improvement on monthly flushing and free up staff to do more of the annual inspection. LeMire said that could reduce the time from 5-6 years to 2-4 years. Gregorcyk said they need more labor, and not more fees. Labor would come with a cost, but if they want more inspection and be proactive, they need more

labor. Baldwin agreed, but doesn't know if they need that yet, because they are already there flushing once a month. If they get targeted users in compliance, because a fine schedule initiates that, then instead of every month, it can be 3-6 months. Denk said staff will know if the grease interceptor is working. They have record-keeping requirements. There are requirements in the code as to when the pumping has to occur. If there is a drop-off in the amount of grease being captures, it is required to be recorded in their logs. Staff will know if something is off through the permitting process. LeMire said most restaurants would be required to have 1,000-2,000 gallon grease interceptors. Parts cost $3,000-$10,000, depending on what they have, and that doesn't include contractors. This is the reason for including two years to come into compliance. Baldwin said that would be for an existing business. Why does a new business, if they meet code, need two years? LeMire said the grace period for compliance only pertains to existing businesses. Garcia suggests, since this is a new program, they put it in place, and then see what issues they identify, and see if the operating fees are needed. Garcia suggests waiving the fee and letting staff implement learn and determine if a fee is necessary. Shute said that is a good idea; implement without the fee structure initially, provide education and mitigation makes sense. When a government levies a fee, the fee never goes away, so he would rather not initially levy it than consider taking it out later. Gregorcyk clarified that focus would be on item 3 of 13.35.035.9. Shute said items 3 and 4. Garcia confirmed items 3 and 4, and item 1 will be part of development. Shute said they will strike items 1 and 2. Gregorcyk asked what is empirical data period of time? One year? Two years? Garcia said a year would be sufficient. Shute said they can put in that council shall within 12 months enactment by ordinance impose fees as appropriate. Baldwin said as they educate businesses, if they don't have a fee structure, they may buy their time as much as possible.

Mayor Shute asked if this can be modified on the fly? City Attorney Denk recommended continuing this to another meeting. Baldwin asked if they want to do an education campaign and strike completely for now. Shute said no, they need to fix the language.

Councilmember Gregorcyk made a motion to table the adoption of an ordinance amending provisions of Chapter 13.35 of the Gardner Municipal Code and adding additional provision to this same chapter relating to Infiltration and Inflow Prevention and a program providing for the control of fat, oil and grease discharge to the Gardner Municipal Code to the August 3, 2020 meeting.

Councilmember Baldwin Seconded.

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

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COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: AMY FOSTER, BUSINESS SERVICES MANAGER

Agenda Item: Consider authorizing the execution of an amendment to the existing contract with Central Square, Inc.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute an amendment to the existing contract with Central Square, Inc. to include Central Square Payments provided by PAYA, Inc.

Background/Description of Item:
Since 2001, Central Square, Inc. (formerly SunGard Public Sector) has provided core business software services for many of the City's day-to-day functions, including finance/accounting, purchasing, asset management, inventory, utility billing, building permits, code enforcement, work order management, and e-government services. In some instances, the City of Gardner utilizes third-party vendors that are supported by Central Square, Inc. to add functionality. One of these agreements is with Automated Merchant Systems, Inc. allowing the City of Gardner the ability to accept credit card payments. The City of Gardner uses this system for Utility Billing point of sale, internet and phone, Business and Economic Development, and Police Department credit card payments.

On December 31, 2020, Central Square, Inc. will expire the agreement with Automated Merchant Systems, Inc. in order to provide credit card processing through their own applications. They have acquired an agreement with PAYA, Inc. to provide this service. The City of Gardner will no longer be able to accept credit cards through our core software without signing a new agreement with PAYA, Inc. The PAYA, Inc., agreement comes with cost savings by eliminating gateway fees of approximately $500.00 per month, while adding a flat transaction fee of $0.15 per item. The city currently pays a variable fee between $0.10 to $0.90 per item, depending on the type of credit card. PCI compliance will be conducted by Central Square, Inc.

City staff has looked in to other options that would require additional software to allow customers to access their utility account and make payments on the internet or by phone. These options would require staff to manually enter these credit card payments into the Central Square, Inc. cash receipts software application, which is integrated directly into the financial, business and economic, and utility billing applications. These options come at an unbudgeted expense, create time inefficiencies, and lead to potential data entry errors. Therefore, through the conducted research and comparison of credit card processing options, staff determined that the Central Square, Inc. payment processor Central Square Payments, with PAYA is the "best fit" to meet the requirements of the City's day-to-day operations and also provides a seamless upgrade for our customers. Customers will not see any changes in the way credit card payments are processed. The City of Gardner will see monthly savings on the credit card fees. The City of Gardner will be required to update the card swipes for the point of sale transactions for a small fee. We will need three for Utility Billing, one for Business and Economic Development and one for the Police Department.

Financial Impact:
There will be a one-time equipment purchase for card swipes at $364.00 each, or a total of $2184.00. There will be a cost savings by eliminating gateway fees of approximately $500 per month. There will be additional cost savings by paying a flat transaction fee of $0.15 per item versus a variable fee of $0.10 to $0.90 per item.

Attachments included:
- Central Square Payments provided by PAYA, Inc. Terms and Conditions Contract
- Implementation Statement of Work
- Central Square, Inc. add-on quote

Suggested Motion:
Authorize the City Administrator to execute an amendment to the existing contract with Central Square, Inc. to include Central Square Payments provided by PAYA, Inc.

Terms and Conditions for Payment Processing

CentralSquare Payments is a registered MSP/ISO of BMO Harris Bank N.A. Services purchased from CentralSquare Payments are provided by Paya and BMO Harris Bank. The payment processing Terms and Conditions below contain language and terms required to be included by Paya or BMO and will not be negotiated.

Paya Bankcard

These are the Terms and Conditions applicable to Payment Processing services by and between Paya, Inc. ("**Paya**"), BMO Harris N.A. ("**Bank**"), and the organization ("**Organization**") who has executed the Agreement.

ARTICLE I – ADDITIONAL DEFINITIONS

"Account" means a bank account maintained by Organization as set forth in Section 6.10 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement.

"ACH" means the Automated Clearing House paperless entry system operated by the Federal Reserve.

"Agreement" means the Payment Acceptance Application and these Terms and Conditions with all exhibits and attachments, Schedule of Fees, and any supplementary documents indicated herein, as amended from time to time, all of which constitute the Agreement.

"American Express" means American Express Travel Related Services Company, Inc.

"American Express Organization Operating Guide" means the rules and regulations available at www.americanexpress.com/merchantopguide (or any successor or replacement website), as they may be amended from time to time by American Express.

"Application" means the initial disclosure of organization's information used to underwrite and approve applicant for Payment Processing services

"Authorization" means a computerized function or a direct phone call to a designated number to obtain credit approval for individual Transactions from the Card Issuer.

"Card" means any account or evidence of an account issued to a Cardholder under license from a Payment Brand, any or representative or member of a Payment Brand, that Organization accepts as payment from Cardholders for goods or services. Cards include, but are not limited to, credit and debit/check cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts and any other payment instrument with an embedded microcomputer EMV chip.

"Cardholder" (also referred to as "Card Member" in some Payment Brand materials) means the person whose name is embossed upon the face of the Card and who purports to be the person in whose name the Card is issued.

"Card Issuer" means the financial institution or company, which has provided a Card to the Cardholder.

"Chargeback" means the procedure by which, and the value of, a Sales Draft (or disputed portion thereof) returned to Bank by a Card Issuer.

"Credit Voucher" means a document executed by a Organization evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.

"Debit Card" means a plastic card used to initiate a debit Transaction, used primarily to purchase goods or services and obtain cash, for which the Cardholder's bank account is debited by the issuer.

"Discount Fee" means a fee charged on all Transactions that is payable by Organization to Paya for processing Organization's Transactions.

"**Discover"** means DFS Services, LLC.

"**EMV**" means Europay, Mastercard and Visa.

"Imprint" means: (i) an impression on a Sales Draft manually obtained from a Card through the use of an imprinter, or (ii) the electronic equivalent obtained by swiping a Card through a terminal and electronically printing a Sales Draft.

"Mastercard" means Mastercard International Incorporated.

"**Payment Brand**" means any payment method accepted by Paya for processing, including, without limitation, Visa, Mastercard, Discover, American Express and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers.

"**PCI DSS**" means the Payment Card Industry Data Security Standards available at http://www.pcisecuritystandards.org, as amended from time to time.

"Reserve Account" has the meaning set forth in Section 6.06.

"Rules" means the rules, regulations, and other requirements of any Payment Brand or related authority, including, without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association, as amended from time to time. "Rules" includes without limitation the Visa USA, Inc. Operating Regulations, Visa International Operating Regulations, Mastercard Rules, Discover Operating Regulations, and the American Express Organization Operating Guide. Capitalized terms not defined herein shall have the meanings set forth in the Rules.

"Sales Draft" means the paper form approved in advance by Paya, whether such form is electronically or manually imprinted, evidencing a sale Transaction.

"Transaction" means any retail sale of goods or services, or credit for such, from Organization for which the customer makes payment through the use of any Card and which is presented to Bank for collection.

"Visa" means Visa Inc.

"Voice Authorization" means a direct phone call to a designated number to obtain credit approval on a Transaction.

ARTICLE II - ORGANIZATION REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

2.01 **Honoring Cards.** (**a**) Organization will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Organization's usual trade or business and for Transactions originated by Organization; (**b**) U.S. retailers may require a minimum purchase amount on credit

card transactions. The minimum purchase amount must not exceed $10.00 (ten dollars) and does not apply to transactions made with a Debit Card. Maximum transactions amounts may be established by Federal agencies and institutions of higher learning; (c) Organization shall not require any Cardholder to pay any part of any fee imposed upon Organization by this Agreement, whether through any increase in price or otherwise require a customer presenting a Card to pay any charge as a condition of sale that is not also required from a customer paying cash. However, Organization may offer discounts to customers for cash purchases. Organization may also charge a service fee on Transactions if Organization charges a service fee: (i) for all payment methods (check, credit card, etc.) or (ii) for a specific payment mode (telephone) and not for other payment modes (face-to-face); (d) Organization shall not accept a Card as payment (other than to the extent permitted by this Agreement), if the person seeking to use the Card does not present the Card to permit Organization to examine it and obtain an Imprint or otherwise use the physical Card to complete the Transaction. Organization shall not deposit any Transaction for the purpose of obtaining or providing a cash advance either on Organization's Card or the Card of any other party. Organization agrees that any such deposit shall be grounds for immediate termination. Organization shall not obtain under any circumstance Authorization for, nor process a sale on, any Card that Organization is authorized to use. Processing Organization's own Card is grounds for immediate termination.

2.02 **Card Acceptance**. When accepting a Card for a face-to-face Transaction, Organization will follow the steps provided by Bank and Paya, and will: (**a**) Examine the Card for the Cardholder's signature and if the Card is not signed, request identification to confirm that the Cardholder is the person he/she purports to be and determine in good faith and to the best of its ability that the Card is valid on its face; (**b**) Check the effective date (if any) and the expiration date of the Card, examine any card security features (such as a hologram) included on the Card; and (**c**) Obtain Authorization before completing any Transaction (where Authorization is obtained, Organization will be deemed to warrant the true identity of the customer as the Cardholder); (**d**) Unless the Sales Draft is electronically generated or is the result of an Internet, mail, telephone or preauthorized order, obtain an Imprint of the Card; (**e**) Enter a description of the goods or services sold and the price thereof (including any applicable taxes); (**f**) As required by the Rules, obtain the Cardholder's signature on the Sales Draft and compare that signature to the signature on the Card; (**g**) Deliver a true and completed copy of the Sales Draft to the Cardholder at the time of delivery of the goods or performance of the services, or if the Sales Draft is prepared by a point-of-sale terminal, at the time of the sale; (**h**) Provide the Sales Draft to the Cardholder following the purchase; and (**i**) Legibly reproduce the Cardholder's name, account number, expiration date, and the Organization's name and place of business if that information is not legibly imprinted on the Sales Draft. In addition, for Mastercard Transactions, Organization will legibly reproduce the name of the Card Issuer as it appears on the face of the Card. Each Sales Draft presented to Bank for collection shall be genuine and will not be the result of any fraudulent Transaction or telemarketing sale and shall not be deposited on behalf of any business other than Organization.

2.03 **Authorization.** (**a**) Organization will obtain a prior Authorization for all Card sales. If Organization cannot, for any reason, obtain an electronic Authorization, Organization will request a Voice Authorization from the designated authorization center, and will legibly print the authorization number on the Sales Draft; (**b**) Organization will not obtain or attempt to obtain Authorization unless Organization intends to submit a Transaction for the authorized amount; (**c**) Organization will not divide a single Transaction between two or more Sales Drafts or two or more Cards; (**d**) Organization will not attempt to obtain Authorization on an expired Card; (**e**) Organization acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Receiving an Authorization shall not relieve the Organization of liability for Chargeback on any Transaction; (**f**) Transactions will be deemed invalid on Cards that are expired, whether or not an Authorization has been obtained; (**g**) If Authorization is granted, Organization shall print the Authorization number, or ensure that it appears legibly in the appropriate location on the Sales Draft; and (**h**) If Authorization is denied, Organization shall not complete the Transaction and shall follow any instructions from the authorization center; (**i**) Organization shall not obtain or attempt to obtain Authorization for a Transaction that it knows or should have known to be either fraudulent or not authorized by the Cardholder.

2.04 **Retention and Retrieval of Cards.** (**a**) Organization shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card upon receiving such instructions when making a request for Authorization or if Organization has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen; (**b**) The obligation of Organization imposed by this Section to retain or recover a Card does not authorize a breach of the peace or any injury to persons or property and Organization will hold Bank and Paya harmless from any claim arising from any injury to person or property, or other breach of the peace in connection with the retention or recovery of a Card.

2.05 **Compliance with Law; Payment Card Industry Data Security Standards; Non-Disclosure and Storage of Cardholder and Transaction Information Requirements**. (**a**) Organization confirms that it is, and shall be, in full compliance during the term of this Agreement with all laws, statutes and federal and/or state regulations, as well as the Rules as may be applicable to Organization, its business and any Transaction (**b**) Internet Organizations shall, at a minimum, include the following information and processes on their Internet sites, (i) prominent display of Organization's name as "organization" and as the name that will appear on the Cardholder statement, (ii) a complete description of goods or services offered; (iii) delivery standards including method and time for delivery; (iv) terms and conditions of purchase, and export or legal descriptions; (v) return/refund policy described in reasonable detail; (vi) opportunity to view and confirm order before order submission; (vii) secure method for payment data transmission; (viii) currency of transaction provided (USD); (ix) disclosure of Organization's outlets to country of origin; (x) display of card association or payment network logos; (xi) clear disclosure of Organization's privacy policy; (xii) alternate Organization contact info options; and (xiii) display of web hosting company contact information; (**c**) Organization hereby certifies that it (and any outside agent or contractor that it may utilize to submit Transactions to Paya) complies and will comply with the PCI DSS and Organization hereby agrees to pay any fines and penalties that may be assessed by a Payment Brand as a result of Organization's noncompliance with the requirements of PCI DSS), any data breaches, or by its failure to accurately validate its compliance. Organization will review and monitor the PCI DSS and other related Rules in order to determine the timeframes and mandates for compliance under PCI DSS. The foregoing is an ongoing obligation during the term of this Agreement and as this Agreement may be renewed. Organization acknowledges and understands that Organization may be prohibited from participating in Payment Brand programs if it is determined that Organization is non-compliant. The following lists certain (but not all) of the current PCI DSS requirements, all of which Organization shall comply with, if applicable: (i) install and maintain a working network firewall to protect data accessible via the Internet; (ii) keep security patches up-to-date; (iii) encrypt stored data; (iv) encrypt data sent across networks;
(v) use and regularly update anti-virus software; (vi) restrict access to data to business "need to know;" (vii) assign a unique ID to each person with computer access to data; (viii) do not use vendor supplied defaults for system passwords and other security parameters; (ix) track access data by unique ID; (x) maintain a policy that addresses information security for employees and contractors; and (xi) restrict physical access to Cardholder information. Organization shall notify Paya if it utilizes any third party that provides payment related services, directly or indirectly and/or stores transmits, or processes Cardholder data and Organization is responsible ensuring compliance of any such third parties with PCI DSS. **(d)** To the extent Organization is required under the Rules, or Organization otherwise elects, to utilize EMV chip-capable terminals, all EMV chip- capable terminals used by Organization must appear on the EMV co-approved terminal list maintained by the Payment Brands. **(e)** In the event of the failure, including bankruptcy, insolvency, or other suspension of Organization's business operations, Organization shall not sell, transfer, or disclose any materials that contain Cardholder account numbers, personal information, or other Transaction information to third parties. Organization and/or its agent shall either return this information to Paya or provide Paya with acceptable proof of destruction of this information. **(f)** If Organization is undergoing a forensic investigation regarding PCI DSS compliance at the time Organization executes this Agreement, then Organization shall fully cooperate with the investigation until completed. Paya warrants that it complies with the applicable required PCI DSS regulations and that Paya is a PCI DSS Validated Service Provider.

2.06 **Returns and Adjustments.** (**a**) Organization's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. If applicable, Organization agrees to disclose to a Cardholder before a Card sale is made, that if merchandise is returned: (i) no refund, or less than a full refund, will be given; (ii) returned merchandise will only be exchanged for similar merchandise and of comparable value; (iii) only a credit toward purchases will be given; or (iv) special conditions or circumstances apply to the sale (e.g., late delivery, charges, or other noncredit terms); (**b**) Such disclosures must be made on all copies of Sales Drafts in letters approximately ¼ inches high in close proximity to the space provided for the Cardholder's signature on the Sales Draft and issued at the time of sale; (c) If Organization does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. Organization shall not refund cash to a Cardholder who paid for the item by Card; (d) Credits must be made to the same Card account number on which the original sale Transaction was processed.

2.07 Organization's Business. (a) Organization will immediately notify Paya, with a copy to Bank, of any bankruptcy, receivership, insolvency or similar action initiated by or against Organization or any of its principals. Organization will include Bank and Paya on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing; **(b)** Organization must notify Paya, with a copy to Bank, in writing of any changes to the information in the Application, including but not limited to: a change to Organization's financial condition (within 3 days), any additional location or new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and the manner in which sales are completed. Organization must also notify Paya in writing, with a copy to Bank, if Organization sells or closes its business. Except for a change to the financial condition, Paya and Bank must receive all such notices 7 days prior to the change and otherwise upon request from Paya. Organization is liable to Paya and Bank for all losses and expenses incurred by Paya and Bank arising out of Organization's failure to report changes. Paya and Bank may immediately terminate this Agreement upon a change to the information in the Application, whether Paya and Bank independently discover such change or whether Organization notifies Paya and Bank of such change.

2.08 Advertising. (**a**) Organization will prominently display the promotional materials provided by Bank and Paya in its place(s) of business. Use of promotional materials and use of any trade name, trademark, service mark or logotype ("**Marks**") associated with Card(s) shall be limited to informing the public that Card(s) will be accepted at Organization's place(s) of business. Organization's use of promotional materials and Marks is subject to the direction of Bank and Paya and must be utilized in accordance with the Rules; (**b**) Organization may use promotional materials and Marks during the term of this Agreement and shall immediately cease use and return any inventory to Bank or Paya upon any termination thereof; (**c**) Organization shall not use any promotional materials or Marks associated with any Payment Brand in any way which implies that the Payment Brand endorses any goods or services other than Card services and Organization shall not refer to any Payment Brand in stating eligibility for Organization's products or services. Organization's rights to use the Marks shall terminate with termination of this Agreement and Organization will cease all use of the Marks upon notification by the applicable Card association to discontinue use. Organization shall be fully liable to Bank and/or Paya for any and all loss, cost and expenses suffered or incurred by Bank and/or Paya, arising out of failure to return or destroy such materials following termination or Organization's misuse of the Marks. If Organization is a "Direct Mail Cardholder Solicitation Organization," then Organization acknowledges that the trademark 'Mastercard' and the corresponding logotype are the property of Mastercard International Incorporated (herein, "the *Corporation*"). Organization shall not infringe upon the mark or logo, nor otherwise use the mark or logo in such a manner as to create the impression that Organization's products or services are sponsored, produced, affiliated with, offered, or sold by this Corporation. Organization shall not use the mark or logo on its stationery, letterhead, envelopes, or the like nor in its solicitation; provided, however, that Organization may use one of the mark or logo in close proximity to the payment or enrollment space in the solicitation in a size not to exceed 1 1/4 inches in horizontal length if a logo is employed, or, if a mark is used, in type not to exceed the size of the type used in the major portion of the text on the same page; provided further that the legend, 'Accepted for Payment' must accompany the mark or logo used and must be the equivalent size of the mark or logo. In no case, however, shall Organization use any of the logo on the front or first page of its solicitation. One truthful statement that Organization is directing or limiting its offer to Mastercard cardholders may appear in the body of the solicitation, other than in close proximity to the payment or enrollment space, subject to the limitation that: (i). only the word mark may be used; (ii) the word mark may not (1) exceed in type size the size of any other type on the same page, (2) differ in color from the type used in the text (as differentiated from the titles) on the same page, (3) be as large or as prominent as the name of Organization, (4) be the first item appearing on any page, nor (5) in any other way be the most prominent element of the page; (iii) Organization's name and/or logo must appear prominently on the same page as the mark; and (iv) the following disclaimer must appear in close proximity to the mark on the same page and in an equal size and type of print: 'Mastercard International Incorporated is not affiliated in any way with Organization and has not endorsed or sponsored this offer.' Organization further agrees to submit its first direct mail solicitation(s), prior to mailing, to the Mastercard Law Department, to be reviewed only for compliance with this Corporation's trademark rules and shall furthermore not distribute in any manner such solicitations until Organization shall have obtained the Corporation's written approval of the manner in which it uses Mastercard mark and logo on such solicitations. Organization shall likewise, upon request, submit to the Corporation any amended solicitations prior to mailing.

2.09 Representations and Warranties of Organization. Organization represents and warrants to Bank and Paya at the time of execution and during the term of this Agreement that: **(a)** All information contained in the Application or any other documents delivered to Bank and/or Paya in connection therewith is true and complete and properly reflects Organization's business, financial condition and principal partners, owners or officers; **(b)** Organization has the power to execute, deliver and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Organization is subject; **(c)** Organization has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; **(d)** There is no action, suit or proceeding now pending or to Organization's knowledge, threatened by or against or affecting Organization which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; **(e)** Organization has performed and will perform all of its obligations to the Cardholder in connection with the Transaction evidenced by each Sales Draft; (**f**) With respect to all Transactions that Organization requests Paya and Bank to originate, Organization continuously represents and warrants to Bank and Paya that: (i) Each Cardholder has authorized the debiting and/or crediting of its account; (ii) Each entry is for an amount the Cardholder has agreed to; and (iii) Each entry is in all other respects properly authorized; and (**h**) Organization will not sell, purchase, provide or exchange any Cardholder's account name or number information in any form to any third party except to Bank or to Paya or pursuant to written government request, and then only upon prior notice to Paya given in sufficient time to permit Paya to file a protective motion.

2.10 [Deleted]

2.11 [Deleted]

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK; RESERVE ACCOUNTS; TYPES OF TRANSACTIONS

3.01 Acceptance. Bank and Paya shall accept from Organization all valid Sales Drafts deposited by Organization and shall present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Sales Drafts, collection therefore and re-assignment or rejection of such Sales Drafts are subject to the terms of this Agreement and the Rules. Bank shall only provisionally credit the value of collected Sales Drafts to the Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, penalties, late submission charges and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Bank and Paya may refuse to accept any Sales Draft or revoke its prior acceptance of a Sales Draft in the following circumstances: (**a**) the Transaction giving rise to the Sales Draft was not made in compliance with all terms and conditions of this Agreement; (**b**) the Cardholder disputes his liability to Bank for any reason, including but not limited to those Chargeback rights enumerated in the Rules; or (**c**) the Transaction giving rise to the Sales Draft was not directly between Organization and the Cardholder. Bank will offset from payments due to Organization, any amount previously credited to Organization for a Sales Draft not accepted or later revoked by Bank and Paya. Organization shall regularly and promptly review all statements of account, banking statements, and other communications sent to Organization and shall immediately notify Paya if any discrepancy exists between Organization's records and those provided by Paya, the Organization's bank, or with respect to any transfer that Organization believes was not authorized by Organization or Cardholder. If Organization fails to notify Paya in writing within fourteen (14) calendar days after the date that Paya mails or otherwise provides a statement of account or other report of activity to Organization, Organization will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer. The foregoing does not limit in any way Organization's liability for any breach of this Agreement.

3.02 Endorsement. The presentment of Sales Drafts for collection and payment is Organization's agreement to sell and assign its right, title and interest in each Sales Draft completed in conformity with Bank's and Paya's acceptance procedures, and shall constitute an endorsement by Organization to Bank of such Sales Drafts. Organization hereby authorizes Bank to supply such endorsement on Organization's behalf. Organization agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Organization acknowledges that its obligation to Bank and Paya for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Account.

3.03 Transmission Method. If Organization utilizes electronic authorization and/or data capture services, Organization will enter the data related to a sales or credit Transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the Transaction is completed. If Organization provides its own electronic terminal or similar device, such terminals must meet Paya's and Bank's requirements for processing Transactions. Information regarding a sales or credit

Transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by Organization to Paya or its agent(s) in the form Paya from time to time specifies, or as required under the Rules. If Bank and Paya request a copy of a Sales Draft, credit voucher or other Transaction evidence, Organization will provide it within 3 business days following the request. The means of transmission indicated in the Application shall be the exclusive means utilized by Organization until Organization has provided Paya with at least 30 days prior written notice, with a copy to Bank, of Organization's intention to change the means of such delivery or otherwise to alter in any material respect Organization's medium of transmission of data to Paya.

3.04 Chargebacks. (**a**) Simultaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Organization in favor of Paya and Bank if under the Rules, Paya or Bank is required, or has the right, to pay to any Payment Brand any fees, discounts, customer credits and adjustments, charges, fines, assessments, penalties or other items which may be charged back to Organization by Paya and Bank. Organization agrees that it is fully liable to Bank and Paya for all Chargebacks, and that Bank and Paya are authorized to offset from incoming Transactions and to debit via ACH the Account, the Reserve Account, or any other account held at any other financial institution in the amount of any Chargeback. Organization agrees to accept for Chargeback any sale for which the Cardholder disputes the validity of the sale according to the Rules; or Paya and Bank determine that Organization has in any way failed to comply with the Rules, this Agreement or Paya's procedures, including but not limited to the following: (i) The Sales Draft is illegible, not signed by the Cardholder or has not been presented to Bank within the required time-frames; (ii) The Sales Draft does not contain the Imprint of a valid, un-expired Card; (iii) A valid Authorization number has not been correctly and legibly recorded on the Sales Draft; (iv) The Sales Draft is a duplicate of a prior Transaction or is the result of two or more Transactions generated on one Card for a single sale; (v) The Cardholder alleges that he or she did not participate in the sale, authorize the use of the Card, receive goods or services purchased, or receive a required credit adjustment, or disputes the quality of the goods or services purchased; (vi) The price of goods or services on the Sales Draft differs from the amount which Organization presents for payment; (vii) The Transaction results from an Internet, mail, phone or preauthorized order and the Cardholder disputes entering into or authorizing the Transaction or the Transaction has been made on an expired or non-existing account number; (viii) Paya and Bank believe, within their sole discretion, that Organization has violated any provision of this Agreement; (ix) Paya determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud or dishonesty on the part of Organization or Organization's agents or employees; (x) Organization fails to provide a Sales Draft or legible copy thereof to Bank and Paya in accordance with this Agreement. (**b**) Organization acknowledges that Paya and Bank shall have full recourse to charge back the amount of a Card sale for which the Cardholder disputes that he/she did not authorize the charge if (i) the Imprint of the Card or (ii) the signature of the Cardholder was not obtained by Organization; and (iii) Organization shall not initiate a Transaction in an attempt to collect a Chargeback. Organization shall be liable for all fees arising out of the Chargeback dispute processes under the Rules.

3.05 Processing Limits. Organization's "**Approved Monthly Volume**" for sales drafts is that monthly volume set forth in the Application or as otherwise set forth in the Processing account approval letter from Paya to Organization or as may be later changed by Paya from time to time upon notice to Organization. If Organization exceeds the Approved Monthly Volume, either in the aggregate or with respect to any "method of sale": (i) Paya and Bank may suspend processing, hold the funds over the Approved Monthly Volume, and/or return all Sales Drafts evidencing funds over the Approved Monthly Volume to Organization; and (ii) Organization is subject to a 5% fee on all monies processed over the Approved Monthly Volume.

3.06 Additional Requirements for Acceptance of Debit Cards. Organization may honor at the locations set forth on the Application debit cards ("**Debit Card**") serviced by the electronic funds transfer networks in connection with the sales ("**Debit Card Sale**") of merchandise or services to the holders of such Debit Cards ("**Debit Cardholders**"). Bank and/or Paya agree to accept from Organization via electronic transmission documents evidencing such Debit Card Sales ("**Sales Transmittal**") and Adjustment Drafts (as defined below).

(a) Compliance; Authorization; Other Requirements. Organization agrees to comply (and assume all liability for failure to comply) with the Rules of the Debit Card networks ("**Networks**") as amended from time to time. Any Authorization must be obtained immediately for every Debit Card Sale as directed by Bank and/or Paya ("**Authorization**"). When Authorization is obtained, Organization will electronically print the authorization number on the Sales Transmittal. Organization agrees that: (i) for each Debit Card Sale, the Debit Cardholder must enter his Personal Identification Number ("**PIN**") through a PIN pad located at the point of sale ("**POS**"); (ii) each PIN pad will be situated to permit Debit Cardholders to input their PINs without revealing them to other persons, including Organization's personnel; (iii) Organization will instruct personnel (a) that they may not ask any Debit Cardholder to disclose the PIN and (b) in the event that any of Organization's personnel nevertheless becomes aware of any Debit Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person; (iv) the PIN message must be encrypted from the PIN pad to the POS terminal and from the POS terminal to the Network and back so that the PIN message will not be in the clear at any point in the Transaction; (v) Organization will comply with any other requirements relating to PIN security as required by Bank or by any Network; (vi) for each Debit Card Sale a Transaction receipt in conformity with Regulation E of the Board of Governors of the Federal Reserve System will be made available to the Debit Cardholder;
(vii) Organization may not collect tax as a separate cash transaction; and (viii) POS terminals, including hardware and software, must be certified for use by Bank and by all of the Networks. POS terminals must include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. Organizations are responsible for compliance with all Rules regarding the use of POS terminals, regardless of whether such POS terminals are obtained through Bank or through Paya. Organization will promptly initiate a refund to the customer (which may be made in cash, by an Adjustment Draft or with a check or cashier's check, as permitted by the Rules) whenever Organization determines that a Debit Card Sale should be canceled or reversed. Organization will cooperate with Bank and Paya, to resolve any alleged errors relating to Debit Card Sales. Organization will maintain adequate records to assist in error resolution; records will be maintained for two years or the period required by the Rules, whichever is greater. Organization will permit and will pay all expenses of periodic examination and audit of functions at such frequency, as Paya deems appropriate. Audits will meet Paya's standards, and the results will be made available to Paya. Organization will not accept cash, checks or other negotiable items from any Debit Cardholder and forward a credit through any network (i.e., as a purported payment or deposit to an account maintained by the Debit Cardholder). Organization will not forward through any network any Transaction or initiate any reversal of a Transaction that did not originate between Organization and the Debit Cardholder.

(b) Prevention of Fraud. Organization will fully cooperate with Paya and Bank in the event that Bank or Paya determines that there is a substantial risk of fraud arising from Organization's access to the network. Organization will take whatever actions Bank or Paya reasonably deem necessary in order to protect Paya and/or the Bank. Neither Paya, Bank nor any of their respective personnel will have any liability to Organization for any action taken in good faith.

(c) Display of Network Trademark(s); Protection of Trade Secrets. In order to inform Debit Cardholders that Debit Card Sales may be transacted at Organization's locations, Organization will prominently display the trademark and/or service mark of each network at each location and will display signage of each network at the entrance, near all POS terminals and on the window of such location. All uses by Organization of any trademark and/or service mark will comply with the applicable Rules. Organization acknowledges and agrees that in displaying any such trademark and/or service mark, Organization will be acting under Paya's and/or Bank's control and subject to approval by the applicable network. Organization will not be deemed, under any circumstances, a licensee or sub-licensee of any trademark or service mark of any network, nor will Organization otherwise be deemed to have or to acquire any right, title or interest in trademarks or service marks.

(d) Returns and Adjustments. Organization will attempt to settle in good faith any dispute between it and a Debit Cardholder involving a Debit Card Sale. Organization will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card Sales. Organization will not make any cash refunds or payments for returns or adjustments on Debit Card Sales but will instead complete a form provided or approved by Bank ("**Adjustment Draft**"). The Sales Transmittal for any Debit Card Sale for which no refund or return will be accepted by Organization must be clearly and conspicuously marked (including on the Debit Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

(e) Presentation of Sales Transmittals and Adjustment Drafts. Organization will electronically transmit to Bank all Sales Transmittals or Adjustment Drafts in a manner acceptable to Bank. Organization will make a good faith effort to electronically transmit data within one banking business day after the Transaction date. Organization will not extend the time of payment for or extend credit for any part of a Debit Card Sale. Organization represents and warrants that the electronic transmission

of each Sales Transmittal and Adjustment Draft will evidence a true record of the Debit Card Sale Transaction reflected on the document. Bank will process Debit Card Sales transmitted by Organization, and Bank will promptly credit, debit or charge, as applicable, the appropriate amount to the Account. Within a reasonable time after the end of each calendar month, Bank will calculate the applicable amount of fees and other charges owed by Organization, and Bank will debit the Account in the amount of such fees and other charges. The amount of such fees to be paid by Organization are set forth on Schedule of Fees in this agreement. Such fees may be amended at any time by Bank and/or Paya upon written notice to Organization. Bank may refuse to accept or may revoke its acceptance of any Sales Transmittal or Adjustment Draft, and Bank may debit, charge or credit the Account in the corresponding amount, if: (i) the Debit Card was completed without prior Authorization; (ii) the Sales Transmittal or Adjustment Draft involved circumstances constituting a breach of any agreement, representation, or warranty by Organization; (iii) the Debit Card Sale was in violation of applicable law, the Rules or regulations; (iv) the Debit Cardholder is Organization, any partner of or shareholder in Organization, or any affiliate, spouse or immediate family member of any of them; (v) the Debit Card Sale was not made in connection with the sale of goods or services by Organization. Bank may refuse or revoke the acceptance of any Sales Transmittal or Adjustment of Sales Transmittal upon the occurrence of any of the following events, and Bank may charge, debit or credit the Account in the corresponding amount if: (a) Organization defaults in paying when due any obligation to Bank or Paya; (b) any material adverse change in Organization's financial condition occurs; (c) any deposit account at Bank or any of Organization's property in the possession of Bank is garnished or attached; (d) Organization assigns its assets generally for the benefit of creditors; (e) a proceeding is commenced by or against it under any bankruptcy, insolvency or similar law seeking an order to adjudicate it a bankrupt or insolvent or other relief, or seeking appointment of a receiver or similar official for Organization or for any substantial part of Organization's assets. Organization will notify Bank and/or Paya in writing immediately upon becoming aware that any such event has occurred or is likely to occur. Bank will notify Organization promptly of all Adjustment Drafts. Additionally, Bank will advise Organization on each debit, charge and credit processed to the Account. Organization authorizes Bank to charge debits arising from this Agreement against any credit due Organization, whether or not such charges create overdrafts or a debit balance in the Account. Organization agrees to pay Bank or Paya, as applicable, the full amount of any such overdraft or debit balance or to replenish the Account in an amount sufficient to permit the amount of the charge to be made, as applicable, promptly upon request. Organization further authorizes Bank to suspend in a segregated account amounts which otherwise would be credited to the Account if Bank or Paya reasonably believe that the Sales Transmittals submitted by Organization are fraudulent. Bank or Paya will notify Organization of the suspension of such amounts within a reasonable time; provided, however, that such notice will not be required if the appropriate law enforcement agency has been notified of the suspected fraud.

ARTICLE IV – GATEWAY PROGRAMMING

4.01 Applicability to this Agreement. In addition to all the other provisions of this Agreement, the provisions of this Article IV shall apply if Organization utilizes web services from Paya, including the Paya payments gateway, vault services, any application program interface, code samples, web services, integration specifications, and any offline components (collectively " **Web Services**").

4.02 License Grant. Subject to the terms and conditions of this Agreement, Paya hereby grants to Organization a non-exclusive, non-transferable, limited license (without the right to sublicense) to access and use the Web Services.

4.03 Programming of Web Site. While Paya provides specific API's or programming scripts to Organization or Organization's Web site programmer(s), Organization acknowledges that such sample programming scripts are insufficient in and of themselves to allow Organization's Web site to function with the Web Services. Programming of Organization's Web site and its functionality are the sole responsibility of Organization.

4.04 Organization's Programming Agent. Organization has the sole responsibility to select and employ any competent programming agent to accomplish the programming required to make Organization's Web site function correctly with the Web Services.

4.05 Fees Subject to Fluctuation. Fees for the electronic commerce payment system offered by Paya may be based on the number and/or volume of monthly transactions processed by the Organization. Thus, notwithstanding anything to the contrary herein, the provisions of this Agreement which require notice prior to a change in fees shall not apply to any transactions or services covered by this Article 4.

4.06 Technical Support. Organization shall be solely responsible for all technical support for Web site-related issues.

4.07 Shut Downs/Updates. Paya reserves the right, from time to time, without prior notice, to shut down and restart the Web Services for maintenance and/or Web Services upgrades or updates from time to time. Paya will use commercially reasonable efforts to keep service shut downs as brief as possible. Organization must monitor updates and upgrades to the Web Services and update Organization's Web site and programming accordingly.

4.08 Disclaimer. PAYA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE WEB SERVICES OR ANY CONTENT STORED THEREIN. PAYA AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEB SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (B) THE WEB SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS OR EXPECTATIONS. THE WEB SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF ORGANIZATIONABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY Paya AND ITS LICENSORS.

ARTICLE V - TERMINATION AND EFFECT OF TERMINATION

5.01 Term: Termination. (a) Paya Payment Processing Account shall have an initial term of three (3) years and Paya Mobile Payments Account shall have an initial term of one (1) month (respectively the **"Initial Term"**) and shall commence on the earlier of (i) Paya's acceptance hereof (evidenced by the execution of the Agreement by Paya); (ii) the date of written notice from Paya that Organization's application is approved for processing; or (iii) the date on which Organization's first Transaction is processed, and (iv) shall automatically renew as follows: (1) Paya Payment Processing Account shall renew for consecutive (2) year terms; and (2) Paya Mobile Payments Account shall renew on a month-to-month basis (respectively the "**Renewal Term**"), and unless terminated as set forth below; **(b)** This Agreement may be terminated by any party effective at the end of the Initial or any Renewal Term by providing written notice to the other parties of its intent not to renew no less than thirty (30) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated: (i) by Paya and Bank at any time with or without cause, and without prior notice, and (ii) by Organization in the event of a material breach of the terms of this Agreement by Paya and Bank, provided Organization provides Paya and Bank written notice of the alleged breach and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party (c) Organization shall pay any fees, fines, third party costs or penalties which Paya may be assessed due to Organization's breach of this Agreement. All rights and obligations of the parties existing as of the effective time of termination will survive termination; **(d)** Within Paya's and Bank's sole discretion, if Organization's or any of its principal(s)' business credit deteriorates, if any significant circumstances exist that would create harm or loss to the goodwill of a card association or payment network system, or if any case or proceeding is commenced by or against Organization under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement shall simultaneously therewith automatically terminate, and any amounts due to Bank and Paya shall accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by Bank and Paya. Organization agrees to notify Paya and/or Bank immediately of any bankruptcy, receivership, insolvency or similar action initiated by or against Organization.

5.02 Effect of Termination. (a) In the event of termination for any reason, Organization expressly authorizes Bank and Paya to withhold and discontinue the disbursement for all Cards and other payment Transactions of Organization in the process of being collected and deposited; **(b)** Collected funds will be placed in the Reserve Account (defined below) until Organization pays any equipment and processing cancellation fees and any outstanding charges, losses or amounts for which Organization is liable under this Agreement. Further, Bank reserves the right to require Organization to deposit additional amounts based upon Organization's processing history and/or anticipated risk of

loss to Bank into the Reserve Account. The Reserve Account shall be maintained a minimum of 270 days after the termination date and for any reasonable period thereafter, during which Cardholder disputes may remain valid under the Rules. The provisions of this Agreement relating to the debiting and crediting of the Account shall be applied to the Reserve Account and shall survive termination of this Agreement until Bank terminates the Reserve Account. Any balance remaining after Chargeback rights have expired and all other expenses, losses and damages have been paid will be disbursed to Organization; (c) Organization expressly acknowledges that the MATCH system and Early Termination File (collectively, the "MATCH") is a maintained by Mastercard and Visa and contains the business name and the names and identification of principals of Organization which have been terminated for one or more of the reasons specified in the Rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized Transactions, excessive Chargebacks or highly suspect activity. Organization acknowledges that Paya and Bank are required to report the business name of the Organization and the names and identification of its principals to MATCH when Organization is terminated for such reasons. Organization consents to such reporting to the card associations and/or payment networks as applicable by Bank and Paya. Further, Organization waives and will hold harmless Bank and Paya from any claims that Organization may raise because of such reporting; (d) Upon termination for any reason, Organization will immediately cease requesting Authorizations and will cease transmitting Sales Drafts to Bank and Paya. In the event Organization obtains any Authorization after termination, Organization expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement; (e) Following termination, Organization shall upon request provide Bank and Paya with all original and microfilm copies of Sales Drafts and Credit Vouchers to be retained as of the date of termination.

ARTICLE VI - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION

6.01 Accounting Monitoring. (a) Organization agrees that Paya and Bank may suspend, within their sole discretion, the disbursement of Organization's funds for any reasonable period of time required to investigate suspicious or unusual deposit activity. Paya and Bank will make good faith efforts to notify Organization promptly. Paya and Bank shall have no liability for any losses, either direct or indirect, which Organization may attribute to any suspension of funds disbursement; **(b)** In the event of unusual Transactions that have been "suspended" and cannot be verified as valid sales or have been verified as Cardholder disputes, Organization agrees that a security processing fee not to exceed **110%** of the unusual Transaction(s) may be assessed; **(c)** Organization's presentation to Paya and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "**Excessive Activity**" refers to any period of two or more calendar months during which Organization has a Chargeback ratio that exceeds 1% by number of Transactions or a Chargeback ratio that exceeds 1% by dollar volume. Organization authorizes, upon the occurrence of Excessive Activity, Bank and Paya to take additional actions as either of them may deem necessary, including, but not limited to, suspension of processing privileges, increase of any fees that may be charged to Organization and/or creation or maintenance of a Reserve Account in accordance with this Agreement.

6.02 Forms. Organization shall use only such forms or modes of transmission of Sales Drafts and Credit Vouchers as are provided or approved in advance by Paya and Bank, and Organization shall not use forms provided by Bank and Paya other than in connection with Transactions without Paya's and Bank's prior written consent.

6.03 Records. In addition to any records routinely furnished to Paya and Bank under this Agreement, Organization shall preserve a paper or electronic copy of all actual paper Sales Drafts, Credit Vouchers and Debit Card Sales and, if a mail, phone order or preauthorized order is involved, the Cardholder's signed authorization for the Transaction, for at least 3 years after the date Organization presents the Transaction. If Records and/or data on Paya's system associated with Organization are subpoenaed by legal process or otherwise, Paya shall produce such records in accordance with the subpoena without notice to Organization.

6.04 Requests for Copies. Within 3 days of receipt of any written or verbal request by Bank and Paya, Organization shall provide either the actual paper Sales Draft, Credit Voucher and/or Debit Card Sales or a legible copy thereof (in size comparable to the actual voucher or draft) and any other documentary evidence available to Organization and reasonably requested by Bank or Paya to meet Bank's obligations under law (including its obligations under the Fair Credit Billing Act) or otherwise to respond to questions concerning Cardholder accounts.

6.05 IRS Withholdings and Reporting. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Paya, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each Organization processing through Paya. Organization shall verify its identity by providing Paya with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Payment Processing Account. In the event Organization fails to provide its TIN, Paya will place a restriction on Organization's Account and may restrict the receipt of funds into Organization's Account, or withhold a percentage of payments deposited into Organization's Account in order to satisfy the backup withholding requirements of the IRS.

6.06 Security Interests, Reserve Account, Recoupment and Set-Off: (a) Paya may establish and maintain a non-interest bearing account ("**Reserve Account**") in the name of Bank at any federally insured financial institution, with sums provided by Organization that are sufficient to satisfy Organization's current or future obligations as determined by Bank and Paya: (i) Bank and Paya shall have the right to initiate a debit to the Account or any other account at any institution to establish or maintain funds in the Reserve Account. Bank or Paya may deposit into the Reserve Account funds they would otherwise be obligated to pay Organization, for the purpose of establishing or maintaining the Reserve Account in accordance with this Section, if they determine such action is reasonably necessary to protect their interests; (ii) Bank, on its own behalf or at Paya's request, may, without notice to Organization, apply deposits in the Reserve Account against any outstanding amounts Organization owes under this Agreement or any other agreement between Organization and Bank or Paya. Paya or Bank may exercise their rights under this Agreement to collect any amounts due to Bank or Paya including, without limitation, rights of set-off and recoupment. Organization shall have no right to withdraw funds or debit the Reserve Account. In the event of a bankruptcy proceeding, Bank and Paya may exercise their rights under this Agreement to debit the Reserve Account for amounts due Bank and Paya regardless of the pre-petition or post-petition nature of the amount due Bank and/or Paya. In the event of a bankruptcy proceeding, Organization also agrees that it will not contest any Motion for Relief from the Automatic Stay, which Bank and Paya may file to debit the Reserve Account. As set forth in Section 5.02, funds in the Reserve Account will remain in the Reserve Account for a minimum of 270 days following termination. Bank will have sole control of the Reserve Account. In the event of a bankruptcy proceeding, Bank and Paya do not consent to the assumption of this Agreement. Nevertheless if this Agreement is assumed Organization agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Organization must establish or maintain a Reserve Account in an amount satisfactory to Bank and Paya; **(b)** Bank and Paya have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from: (i) any amounts they would otherwise be obligated to deposit into the Account, and (ii) any other amounts Paya and Bank may owe Organization under this Agreement or any other agreement; **(c)** The rights conferred upon Bank and Paya in this Section are not intended to be exclusive of each other or of any other rights and remedies of Bank and Paya under this Agreement, at law or in equity. Rather, each and every right of Bank and Paya at law or in equity will be cumulative and concurrent and in addition to every other right.

6.07 Third Parties. **(a)** Organization may be using special services or software provided by a third party to assist Organization in processing Transactions, including authorizations and settlements, or accounting functions. Organization is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Organization has and complies with any software updates. Paya and Bank have no responsibility for any transaction until that point in time Paya receives data about the transaction; **(b)** Organization will notify Paya immediately if Organization decides to use electronic authorization or data capture terminals or software provided by any entity other than Paya or its authorized designee ("third party terminals") to process Transactions. If Organization elects to use third party software or terminals, Organization agrees (i) the third party providing the software or terminals will be Organization's agent in the delivery of Transactions to Bank via Visa Net or a similar data processing system or network; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules or this Agreement. Neither Bank nor Paya will be responsible for any losses or additional fees incurred by Organization as a result of any error by a third party agent or a malfunction in a third party's software or terminal.

6.08 Modifications to Agreement. This Agreement is subject to amendment by Paya to conform to the Rules. Further, Paya and Bank may, from time to time, amend any provision of this Agreement, including, without limitation, those relating to the discount rate or to other fees and charges payable by Organization by providing written notice, including electronic written notice, to Organization of the amendment, and the amendment shall become effective unless Bank and Paya receive Organization's notice of termination of this Agreement within 30 days. Amendments due to changes in a Payment Brand's fees, interchange, assessments, Rules or any law, regulation or judicial decision may become effective on such shorter period of time as Paya and Bank may specify if necessary to comply with the applicable Rule, law, regulation, decision or other

change.

6.09 Limitation of Liability: Indemnity. (A) THE LIABILITY, IF ANY, OF BANK AND PAYA UNDER THIS AGREEMENT WHETHER TO ORGANIZATION OR TO ANY OTHER PARTY, WHATEVER THE BASIS OF THE LIABILITY, SHALL NOT EXCEED IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY ORGANIZATION TO PAYA AND BANK DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED, AND (II) ASSESSMENTS, CHARGEBACKS, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF PAYA AND BANK'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, PAYA, NOR ITS OR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (B) TO THE EXTENT ALLOWED UNDER LAW, ORGANIZATION HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BANK, PAYA AND ITS AND/OR THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "**INDEMNIFIED PARTIES**") HARMLESS FROM ANY DAMAGES, JUDGEMENTS, LIABILITIES, FINES, PENALTIES, LOSSES, CLAIMS, ACTIONS, DEMANDS, LAWSUITS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, DAMAGES") RELATING TO:, (I) ANY DISPUTE BETWEEN ORGANIZATION AND A CARDHOLDER WITH RESPECT TO THE ALLEGED OR ACTUAL FAILURE BY ORGANIZATION TO PROCESS A TRANSACTION AS REQUESTED BY SUCH CARDHOLDER OR TO PROVIDE PHYSICAL SECURITY AT OR NEAR ANY TERMINALS OR OTHER PREMISES OF ORGANIZATION, OR THE TRANSMISSION OR DISCLOSURE OF ANY INFORMATION BY OR THROUGH PAYA, (II) THE TRANSMISSION OF ANY INCORRECT OR INCOMPLETE INFORMATION TO A CUSTOMER OF ANY NETWORK MEMBER THROUGH THE NETWORK REGARDING AN ACCOUNT MAINTAINED BY SUCH CUSTOMER, OR THE DISCLOSURE THROUGH SUCH NETWORK TO ANY PARTY OF INFORMATION RELATING TO ANY SUCH ACCOUNT; AND (III) ORGANIZATION'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OF THIS AGREEMENT AND APPLICABLE LAWS, RULES AND/OR REGULATIONS, INCLUDING WITHOUT LIMITATION DISPUTES RESULTING FROM ORGANIZATION'S FAILURE TO PROVIDE A SALES TRANSMITTAL. ORGANIZATION FURTHER AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL DAMAGES ARISING OR RESULTING FROM ANY DISPUTE OR CLAIM MADE AGAINST BANK AND/OR PAYA BY ANY THIRD PARTY ARISING OUT OF ORGANIZATION'S BREACH OF THIS AGREEMENT OR THE RULES. ORGANIZATION SHALL REIMBURSE BANK OR PAYA, AS THE CASE MAY BE, FOR ALL EXPENSES AND COSTS, INCLUDING ATTORNEY'S FEES AND INVESTIGATORY COSTS, WHETHER SUCH FEES OR COSTS ARE DIRECTLY INCURRED BY BANK OR PAYA IN THE ENFORCEMENT OF THIS AGREEMENT, COLLECTING ANY AMOUNTS DUE, OR INCURRED AS THE RESULT OF ANY THIRD PARTY CLAIM AS DESCRIBED HEREIN ; (C) NEITHER BANK NOR Paya MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY SERVICES IT PERFORMS IN ACCORDANCE WITH THIS AGREEMENT, AND NOTHING CONTAINED IN THE AGREEMENT WILL CONSTITUTE SUCH A WARRANTY. PAYA AND BANK DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF ORGANIZATIONABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6.10 Account. (a) Organization will establish and maintain an account at Bank or at any federally insured financial institution ("**Account**") reasonably approved by Bank in the United States. Organization will maintain sufficient funds in the Account to satisfy all obligations, including fees, contemplated by this Agreement. Organization irrevocably authorizes Paya and/or Bank to debit the Account for Chargebacks, fees and any other penalties or amounts owed under this Agreement. Organization must obtain prior written consent from Bank and Paya to change the Account. If Organization does not obtain that consent, Paya or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion; **(b)** Bank will deposit all Sales Drafts to the Account subject to Section 3.01 of this Agreement. Organization authorizes Bank and Paya to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Organization conditional credit for any entry; **(c)** Bank, in its sole discretion, may grant Organization provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Bank and Paya and subject to all Chargebacks and other amounts owed to Bank and Paya under this Agreement; **(d)** Organization shall promptly examine all statements relating to the Account, and immediately notify Paya and Bank in writing of any errors. Organization's written notice must include: (i) Organization name and account number, (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why Organization believes an error exists and the cause of it, if known. That written notice must be received by Paya and Bank within 60 days after Organization received the periodic statement containing the asserted error and failure to provide such notice shall bar any claim of errors. ORGANIZATION MAY NOT MAKE ANY CLAIM AGAINST BANK OR Paya FOR ANY LOSS OR EXPENSE RELATING TO ANY ASSERTED ERROR FOR 60 DAYS IMMEDIATELY FOLLOWING RECEIPT OF ORGANIZATION'S WRITTEN NOTICE. During that 60 day period, Paya and Bank will be entitled to investigate the asserted error, and Organization will not incur any cost or expense in connection with the asserted error without notifying Paya; **(e)** Organization will indemnify and hold Paya and Bank harmless for any action they take against the Account pursuant to this Section. Organization will also indemnify and hold harmless the institution at which Organization maintains the Account for acting in accordance with any instruction from Bank or Paya regarding the Account. This Section will survive termination of this Agreement; **(f)** Organization authorizes Bank and Paya to initiate debit/credit entries to the Account, as the Account may be changed from time to time, and to any other account maintained by Organization at any institution that is a receiving bank of ACH, all in accordance with this Agreement. In the event Organization changes the Account, Organization will notify Paya, with a copy to Bank, and this authorization will apply to the new Account. This authorization will be effective until both: (i) Paya and Bank have received written notification from Organization terminating this authorization, and (ii) all obligations of Organization to Paya and Bank have been paid in full. Organization will provide to Paya and Bank a voided Account check, and will fill in the Account numbers on the Application.

6.11 Fees and Other Amounts Owed. (a) Organization shall pay the fees and charges as set forth on the Schedule of Fees included in this Agreement, the provisions of which are incorporated herein by reference. Unless otherwise noted, Organization shall pay all fees monthly, with the exception of the Discount Fee and/or interchange, which shall be paid either monthly or daily, as determined by Paya in its sole discretion. Organization may choose, however, to pay the discount fee on a daily basis by notice to Paya. The Account will be debited through ACH for such amounts and for any other fees, charges or adjustments incurred by Organization and associated with processing services. Organization is also obligated to pay all taxes and other charges imposed by any governmental authority on the services provided under this Agreement. Bank and Paya shall have the right to change fees, including adding fees for additional services utilized by Organization, in accordance with Section 6.08. Interchange Pass Through pricing ("IPT") as specified in this Agreement is comprised of interchange, fees, dues, and assessments assessed by card association. Cost-Plus pricing ("CP") is comprised of IPT plus the Cost Plus Rate set forth in this Agreement, which is charged to each settled Card and Debit Card Transaction. Organization may call Paya customer service with any questions regarding pricing, qualifications exceptions, and billing. Paya does not refund fees for returns; **(b)** Organization will immediately pay Paya and Bank any amount incurred by Paya attributable to this Agreement or any other agreement between Organization and Paya or any subsidiary or affiliate of Paya, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Account, Reserve Account, or are otherwise dishonored. Organization authorizes Paya and Bank to debit via ACH the Account, Reserve Account, any other account Organization has with Paya, an affiliate or subsidiary of Paya, Bank or at any other financial institution for any amount Organization owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Organization and Paya or any subsidiary or affiliate, whether Organization's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event such ACH does not fully reimburse Paya and Bank for the amount owed, Organization will immediately pay Paya and Bank such amount.

6.12 Costs. Organization will be liable for and will indemnify and reimburse Paya and Bank for all costs paid or incurred by Paya or Bank in the enforcement of this Agreement, including but not limited to attorneys' and investigators' fees, or in collecting any amounts due from Organization or resulting from any breach by Organization of this Agreement.

ARTICLE VII- MISCELLANEOUS

7.01 Waiver. Failure by Bank or Paya to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same or other provision in the future. The waiving party must sign all waivers.

7.02 Notices. All notices and other communications required or permitted under this Agreement shall be deemed delivered when sent by e-mail or mailed, postage prepaid, addressed as follows:

If to Paya:	**If to Bank:**
Paya **12120 Sunset Hills Rd STE 500** **Reston, Virginia 22102** **Attn: Chief Financial Officer**	**BMO Harris N.A.** **111 W. Monroe** **Chicago, Il 60603** **Attn. Customer Service**

If to Organization, at the address provided as the billing address and to the contact listed on the Application or e-mail. To the fullest extent permitted by applicable law, notices or other communications regarding the Company Services ("Communications") may be provided to Organization electronically and Organization agrees to receive all Communications from Company in electronic form. Electronic Communications may be delivered to Organization's email address specified by Organization), if Organization has selected such method of notification. All Communications delivered by Company to Organization in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not Organization has received or retrieved the Communication. Company reserves the right but assumes no obligation to provide certain notices hereunder in paper format.

7.03 Choice of Law: Jurisdiction. This Agreement and all matter related thereto shall be construed in accordance with the laws of the State of Delaware **except those rules relating to conflicts of laws**. Any action or proceeding arising out of or related to this Agreement shall be brought only in a court located in located in Dover, Delaware. Each party expressly consents to the jurisdiction of such courts.

7.04 Entire Agreement: Assignability. This Agreement, these Terms and Conditions of Payment Processing Agreement and any supplementary documents indicated herein, expresses the entire understanding of the parties with respect to its subject matter and except as provided herein, may be modified only in writing executed by all parties. This Agreement may be assigned by Paya and Bank, but may not be assigned by Organization, directly or by operation of law, without the prior written consent of Bank and Paya. In the event, for whatever reason, Organization's Application does not meet standard underwriting criteria, and satisfies only sub-standard underwriting criteria, Organization acknowledges the completed Application may be forwarded to an alternative Member processor for review and approval. If Organization nevertheless assigns this Agreement without such consent, the Agreement will be binding on the assignee. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. .

7.05 Credit and Financial Inquiries: Inspections. (a) Organization authorizes Bank and Paya to make, at any time, any credit inquiries which either may consider necessary to accept or review acceptance of this Agreement or investigate Organization's deposit or Card acceptance subsequent to acceptance of this Agreement. Such inquiries shall include, but are not limited to, a credit check of the business including its proprietor, partners, principal owners or officers. If requested to do so by Bank or Paya, Organization shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement and will provide any financial statements, income tax and business tax returns and other financial information as Bank or Paya may consider necessary to perform initial or periodic reviews of Organization's financial stability and business practices; **(b)** Organization may honor Cards only at locations approved by Paya and Bank. Additional locations may be added, subject to Paya and Bank's written approval. All current and future locations are bound by the terms and conditions of this Agreement. Either Organization or Paya may delete any location by providing notice as provided in this Agreement; **(c)** Organization agrees to permit Bank or Paya at any time from time to time, to inspect locations to confirm that Organization has or is adhering to the terms of this Agreement and is maintaining the proper facilities, equipment, inventory, records and license or permit (where necessary) to conduct its business. However, nothing in this Section shall be deemed to waive Organization's obligation to comply in all respects with the terms of this Agreement; **(d)** Representatives of Bank or Paya may, during normal business hours, inspect, audit and make copies of Organization's books, accounts, records and files pertaining to any Transaction.

7.06 [Deleted]

7.07 [Deleted]

7.08 American Express Card Acceptance. In addition to other applicable provisions of this Agreement, the following provisions apply to Organization's acceptance of American Express Cards: **(a)** This Agreement governs Organization's acceptance of American Express Cards under American Express's "OptBlue Program". If and when the Transactions submitted by American Express Cardholders exceed the charge volume eligibility criteria for the OptBlue Program, American Express may require Organization to convert to a direct Card Acceptance Agreement with American Express. If this occurs, upon such conversion, (i) Organization will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will determine the pricing and other fees payable by Organization under the Card Acceptance Agreement; **(b)** Organization's participation in the OptBlue Program is subject to the approval of American Express. Organization authorizes Paya and/or its affiliates to submit Transactions to, and receive settlement on such Transactions from, American Express on behalf of Organization; **(c)** Organization shall not assign to any third party any payments due to it for American Express Card Transactions, and all indebtedness arising from such Transactions will be for bona fide sales of goods and services (or both) at its business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Organization may sell and assign future receivables to Paya, its affiliated entities and/or any other cash advance funding source that partners with Paya or its affiliated entities; **(d)** American Express shall have third-party beneficiary rights, but not obligations, to enforce the terms of this Agreement applicable to American Express Card acceptance against Organization; **(e)** Organization may opt out of accepting American Express Cards under this Agreement by providing 30 days' notice to Paya without directly or indirectly affecting its rights to accept other Payment Brand Cards; **(f)** Except as provided in Section 7.08(g), Paya may disclose to American Express information regarding Organization and Organization's Transactions to American Express, and American Express may use such information to (i) perform its responsibilities in connection with American Express Card acceptance, (ii) promote American Express, (iii) perform analytics and create reports, and (iv) for any other lawful business purposes, including commercial marketing communications purposes within the parameters of American Express Card acceptance, and to provide important transactional or relationship communications from American Express. American Express may also use such information about Organization obtained in connection with this Agreement at the time of setup to screen and/or monitor Organization in connection with American Express marketing and administrative purposes; **(g)** Organization may opt-out of receiving American Express commercial marketing communications about products and services by selecting the opt- out option on its Application or subsequently by providing written notice to its primary relationship contact at Paya. Organization may continue to receive such communications from American Express after opting out while American Express updates its records to reflect Organization's opt-out choice; and **(h)** Organization may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Organization has fully paid for such Chargeback, and it otherwise has the right to do so.

7.09 Paya Specific Services. In addition to other applicable provisions of this Agreement, the following provisions apply to Organization's acceptance of the services set forth below that are provided only by Paya:

(a) Paya Advanced Fraud Protection Service:

Definitions. The following definitions apply only to the Paya Advanced Fraud Protection Service**:**

"Business Day" means any day other than Saturday, Sunday, or any day designated as a U.S. banking holiday.

"Cardholder Data" shall have the same meaning as set forth by the PCI DSS Glossary

"Cardholder Communication" means the data exchanged between Organization and a Cardholder when a Cardholder initiates a Transaction, which may include Personal Data.

"Delivered Data" means real-time risk opinions and report information delivered to Organization by Paya in connection with the provision of the Fraud Mitigation Service.

"Indications" means the authorization code or risk control opinions generated by the System and returned to Organization in response to a Risk Inquiry.

"Organization Communications" means the data exchanged between Organization and Paya and any Paya subcontractor for the benefit of a Organization, associated with the provision of the Fraud Mitigation Service, which may include Personal Data.

"Personal Data" means: any personally identifiable information (including, without limitation, Cardholder Data) disclosed or otherwise provided to Paya by Organization that, if compromised, could result in identity theft, or any more restrictive definition required by applicable law.

"RIS Update" means updated Transaction information transmitted by the Organization to Paya through the Risk Inquiry System, which includes all required data elements.

"Risk Inquiry" means any Transaction initiated by Organization or a Cardholder of Organization in which the System is queried.

"Fraud Mitigation Service" means the fraud mitigation service offered as part of this Section.

"System" means the Paya interface through which Organization initiates Risk Inquiries and RIS Updates, and through which Paya delivers risk replies and reports to Organization.

(i) Organization Obligations. Organization will: (1) initiate a real-time Risk Inquiry through the Risk Inquiry System for every Transaction processed; (2) provide Paya with RIS Updates for all Risk Inquiries; (3) cancel all Transactions deemed as high risk by an Indication; (4) use all means available to Organization to detect and prevent fraudulent Transactions, including those required under the Payment Processing Agreement, in addition to the Fraud Mitigation Service, and will not rely on the Fraud Mitigation Service as a fraud prevention guarantee.

(ii) Access to Cardholder Communications. (1) Organization acknowledges and agrees that in order to provide the Fraud Mitigation Service, the System is required to access the contents of Cardholder Communications. Organization expressly consents and grants Paya permission to access Cardholder Communications to the extent necessary to provide the Fraud Mitigation Service; (2) Organization shall obtain, from any Cardholder initiating a Transaction for which Organization requests a Risk Inquiry, all consents necessary for Paya to access the pertinent Cardholder Communication to which Cardholder is a party (each a "Cardholder Consent"). Organization shall be solely liable for the legal adequacy of, the means used to obtain the Cardholder Consent and the failure to obtain such Cardholder Consent.

(iii) Payment Terms: (1) Fees. Organization agrees to pay the fees set forth on the Application and Agreement for Payment Processing Account – Bank Card and/or Fee Schedule ("Fees"). All Fees owed by Organization shall be billed and charged in accordance with the terms of the Payment Processing Agreement.

(iv) Ownership: (1) Intellectual Property. As between Paya and Organization, Paya retains all right, title, and interest in and to the Web Services. Except for the limited rights granted in this Agreement to use the Web Services and to receive Reports and Indications, Organization does not receive nor is granted any licenses or rights in the Web Services or the Fraud Mitigation Service whether by implication, estoppel, or otherwise. Organization agrees that it will not reverse-engineer, disassemble or decompile the Web Services or the Fraud Mitigation Service. Organization will not give any third party, except Organization's employees, access to the Web Services or Fraud Mitigation Service without Paya's prior written consent.

(v) Personal Data. Personal Data submitted to Paya by Organization may be converted by Paya to digest form to be used for statistical and/or fraud prevention purposes.

(vi) Upgrades and Additional Offerings. (1) Fraud Mitigation Service Modifications. Paya may modify the Fraud Mitigation Service, including by adding, modifying or removing features at any time during the Term in its sole discretion. Paya may also impose limits on certain features or restrict Organization's access to parts of the Fraud Mitigation Service without notice or liability to Organization; (2) Fraud Mitigation Service Maintenance. Should Paya (or Paya's vendors) need to perform maintenance on Paya's hardware or systems relating to the Fraud Mitigation Service, Paya will attempt to do so in a manner designed to not unreasonably interfere with Organization's use of the Fraud Mitigation Service. Should a critical maintenance situation arise, Paya may be required to and shall perform emergency maintenance at any time. During scheduled and emergency maintenance periods, the Fraud Mitigation Services may not be available. Organization agrees to cooperate with Paya during scheduled and emergency maintenance periods by providing reasonable assistance; (3) Quality Assurance Monitoring. For quality assurance, Paya may monitor or record telephone calls Organization makes to Paya in connection with the Fraud Mitigation Service.

(vii) Organization Warranties: Organization represents and warrants to Paya that: (1) Organization shall not rely solely on its use of the Fraud Mitigation Service to comply with any laws, government regulations Rules or the Payment Processing Agreement; and (2) Organization has and will comply with all laws and regulations Rules applicable to the Transactions relative to the Fraud Mitigation Service, and all laws relating to the collection, processing, sharing and disclosure of Personal Data (including, without limitation, in the United States and the European Union);

(viii) Indemnification. (1) Organization Indemnification. Organization will defend, indemnify and hold harmless Paya and Paya's providers, officers, directors, agents, subsidiaries, subcontractors, vendors, and employees from any and all claims, lawsuits, demands, damages, costs, fines, fees or other expenses, (including reasonable attorneys' fees) resulting from or in any way related to Organization's use of the Fraud Mitigation Service, including but not limited to: (a) Organization's breach of any representation or warranty contained herein or arising by operation of law, (b) Organization's violation of the rights of a third party relating to Organization's use of the Fraud Mitigation Service, (c) the reliability, accuracy, or legitimacy of data submitted by Organization to Paya, or (d) any third party claim resulting from Organization's use of the Fraud Mitigation Service.

Limitation of Liability. (1) In addition to the limitations of liability set forth in the Payment Processing Agreement, Paya will have no liability for any reversals, refunds, fraud losses or chargebacks incurred by a Organization as a result of reliance upon an Indication or the Fraud Mitigation Service; (2) In the event of a Fraud Mitigation Service failure, Paya's sole responsibility shall be to correct the failure of the system. Paya shall not be liable for any resulting damages whatsoever, whether direct or indirect, foreseeable or unforeseeable, consequential, punitive or otherwise, claims to which are hereby specifically and expressly waived by Organization (3) IN NO EVENT SHALL PAYA'S LIABILITY TO ORGANIZATION FOR DAMAGES HEREUNDER FOR ANY CAUSE WHATSOEVER, AT LAW OR IN EQUITY, EXCEED THE AMOUNT PAID BY ORGANIZATION FOR USE OF THE FRAUD MITIGATION SERVICES DURING THE MONTH IMMEDIATELY PRECEDING THE DATE OF THE EVENT WHICH GAVE RISE TO THE LOSS OR INJURY. IN NO EVENT WILL Paya BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT OR ORGANIZATION'S USE OR INABILITY TO USE THE FRAUD MITIGATION SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF PAYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (4) THIS DISCLAIMER OF LIABILITY APPLIES TO ANY EXPENSES, DAMAGES OR INJURY

CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR OR OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION; and (5) Use of non-personally identifiable information. Organization agrees that Paya may disclose or use any data or information relating to Fraud Mitigation Service, or information in its aggregate form that Paya acquires in the course of providing the Fraud Mitigation Service, but only if the information does not contain any personally identifiable information.

(ix)Term; Termination. The Fraud Mitigation Service will commence on the Effective Date of the Agreement and will continue for Term of the Agreement or until such time as Paya discontinues the Fraud Mitigation Service. (1) Effect of Termination. Upon termination, all rights and obligations hereunder shall cease except Organization's obligation to pay the applicable fees and provide defense and indemnification for any claim arising out of Fraud Mitigation Service performed by Paya up to and including the Effective Date of termination. Organization will not be entitled to a refund of any fees paid by Organization in connection with the Fraud Mitigation Service prior to termination.

(x) Use of Subcontractors. Paya expressly reserves the right to perform any and all of the Fraud Mitigation Service provided under this Addendum through subcontractors and vendors.

7.10 Signature. Organization represents and warrants that the person executing this Agreement is duly authorized to bind Organization to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Organization, which may be required by Paya now or in the future.

7.11 Force Majeure. The delay or inability of party to perform its obligations hereunder when required (other than Organization's payment obligations) if caused by events of Force Majeure, as defined herein, shall not constitute a breach or default and shall not subject such party to liability to any other party so long as such Force Majeure event exists. Force Majeure events shall include, without limitation, civil disturbances, epidemics, pandemics, natural disasters, wars, acts of terrorism, acts of God, economic downturn and all other such events outside the control of the parties that make it impossible for one party to comply with its obligations hereunder.

7.12 General. If any provision of this Agreement is illegal or unenforceable, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Organization is responsible for its employees' actions while in its employ. The parties do not intend to confer any benefits on any person or entity other than Organization, Bank and Paya. Article I, Sections 3.02, 3.04, Article V, Article VI, Article VII and any other provision that by their nature should survive termination will survive expiration or termination of this Agreement.

BANKCARD CERTIFICATION AND AGREEMENT

By signing below, the Organization named: (1) certifies to Paya that it is authorized to execute and deliver this Agreement on behalf of the Organization; (2) and the person executing on behalf of the Organization is authorized to do so; (3) certifies that all information and documents submitted in connection with this Agreement are true and complete; (4) authorizes Paya to verify any of the information given, including credit references, and to obtain credit reports on the Organization; (5) has read, agrees to, and acknowledges receipt of the Terms and Conditions, presented above and incorporated herein by reference. The Terms and Conditions and the Payment Acceptance Application constitute the entire Agreement by and between Organization, Paya and Bank; (6) agrees that Organization is responsible for the acts, omissions and obligations of any unit or division receiving services hereunder; (7) certifies that each such unit or division has the same Tax Identification Number as the Organization; (8) acknowledges that if Paya, in its reasonable discretion, determines that any particular unit or division is in breach of the terms of the agreement with Paya, Paya may terminate the unit or division and cease the provision of services to such unit or division without terminating the agreement with the Organization; (9) agrees that Organization and each transaction submitted to Paya will be bound by the Agreement in its entirety; and (10) agrees that Organization will submit transactions to Paya only in accordance with the information in the Payment Acceptance Application and will immediately inform Paya, in writing at the address above if any information in the Payment Acceptance Application changes. Organization further acknowledges that, as used in this paragraph, "Bank" means the banking institution identified at the top of the first page of this document as the Settlement Bank.

By signing below, I represent that the information I have provided on the Payment Acceptance Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Payment Acceptance Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a credit report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the Organization indicated below to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such Organization along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Organization Name			
Authorized Officer (1)			
Signature	Printed Name	Title	Date
Authorized Officer (2)			
Signature	Printed Name	Title	Date

PLEASE NOTE: The complete Payment Processing Agreement includes these Terms and Conditions with all exhibits and attachments, Schedule of Fees, and any supplementary documents, and the Payment Acceptance Application.

IMPLEMENTATION STATEMENT OF WORK

Project: Gardner, KS Transaction Manager To Utilizing Central Square Payments.

This Statement of Work (SOW) is intended to be a planning and control document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within 30 days of quote execution.

General Project Assumptions

- Customer will change business processes as necessary to maximize efficiencies in the system.
- Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.
- Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.
- Customer will designate a representative as the project manager. The project manager will be the primary point of contact for project coordination throughout the project. Project manager will be available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.
- Customer project manager will respond to information requests from CentralSquare staff within five (5) business days to minimize delays in the project.
- Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.
- Unless otherwise stated, CentralSquare is not responsible for costs associated to applicable third-party software, third-party hardware or third-party system software which may be required for the deployment or development of interfaces.

Responsibilities

CentralSquare

- CentralSquare will provide a project manager to oversee the project and schedule resources as necessary to complete tasks as defined in the mutually agreed upon project schedule.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

Confidential Information

Customer

- Cooperate with CentralSquare project manager to develop a mutually agreeable schedule and agenda for the workflow discovery. Identify appropriate Customer personnel to attend each scheduled meeting, interview, or observation and communicate expectations to the personnel identified.
- Review all deliverables (below) and submit written questions or requests for clarification/revision to the CentralSquare project manager within five (5) business days of receipt of the information.
- Participate in planning activities (conference calls, emails) with CentralSquare consultants.
- Provide access to servers as required for CentralSquare consultants to perform installation tasks.
- Act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Customer application owners will participate in testing activities.
- Complete all tasks on the Customer Go-Live preparation checklist in the designated timeframes.
- Customer project manager and other key personnel (as determined by Customer) provide support and assistance throughout Go-Live event.

Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the migration to cloud for Click2Gov software. This includes Fusion API server, Installation of iSeries Web Enablement appliance at customer site, and establishment of VPN connectivity between customer site and Cloud. CentralSquare will also remove the customers Transaction Manager server and services from the customer site. This scope represents a good-faith estimate based on our knowledge at time of the Agreement.

Installations and Configuration

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1	Transaction Manager	Removal of Transaction Manager application and service components related to the customers Transaction Manager solution.	• Attend planning session • Assign resource from Customer • Provide all requested information	• Schedule and host planning call • Complete deprecation • Provide task completion report
2	iSeries Web Enablement Software	Installation and configuration of web enablement on customer's AS/400 (iSeries) to manage connectivity to on-premise environment	• Attend planning session • Assign resource from Customer • Installation of Software	• Professional Services available for installation at an additional cost
3	VPN Configuration	Establish and configure secure VPN connectivity between customer domain and CentralSquare cloud environment (using web enablement).	• Attend planning session • Assign resource from Customer • Complete installation of VPN Appliance and setup of VPN connection	• Cloud Infrastructure team configures and support configuration

Confidential Information

Tasks	Name	Description	Customer Role	CentralSquare Role
			• Participate and accept testing	
4	Fusion API Server/Services	Install windows server using IIS with Fusion API application on-premise or Cloud to enable connectivity between iSeries and Payment Provider	• Attend planning session • Assign resource from Customer • Provide all requested information	• Professional Services required for installation
5	Technical and Functional Testing	Test connections and services between on-premise environment, cloud operations, and payment processor.	• Attend planning session • Assign resource from Customer • Provide all requested information • Participate and accept testing	• Conduct connectivity testing
6	Payment Transaction Testing	Use case testing for test transactions with payment processer	• Work with selected payment provider on test plan • Participate and accept testing	• For CentralSquare Payments clients, conduct transaction testing

Assumptions

- CentralSquare will install the Click2Gov software into our Private Government Cloud environment, managed by our Cloud services team centers and provide access to the Customer through a standard URL.
- CentralSquare will also provide a VPN device configured for secured communication between the premise iSeries and cloud servers.

Responsibilities

CentralSquare:

- CentralSquare will install and mirror configuration of Click2Gov to current use configuration as indicated in the above table.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process.
- CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.
- Provide Customer with installation instructions to complete the remaining installation/access procedures on the rest of the Customer workstations and mobile equipment.

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare project manager and consultant(s).

Confidential Information

- Provide access to Customer's servers (including third-party) as required for CentralSquare consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

Acts or Omissions of Client

If CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Client, any Authorized Service Recipient, or their agents, subcontractors, consultants, or employees outside of CentralSquare's control, CentralSquare shall not be deemed in breach of its obligations under this SOW or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, or for any delays in delivery of any services, products or deliverables under this SOW to the extent arising directly or indirectly from such prevention or delay. Additionally, if CentralSquare's performance of its obligations under this SOW is prevented or delayed by any act or omission of Client, and CentralSquare expends reasonable costs, charges, or sustains losses, then Client is responsible to reimburse CentralSquare for all costs, charges, or sustained losses to the extent they arise directly or indirectly from such prevention or delay.

To avoid penalties associated with cancelation or delay of any deliverables, products, or services that were to be provided in accordance with the terms of this SOW as defined in the mutually agreed upon project schedule, Customer must provide notice of cancellation a minimum of ten (10) business days prior to scheduled event.

Change Requests and Changes to this Scope of Work

The Client and CentralSquare may request a change to this scope of work by following the process outlined in the Agreement.

Confidential Information

Superion, LLC, A CentralSquare company

Add-On Quote

Quote Number: Q-00030361 **Valid Until: 07/22/20**

Quote Prepared For:
Amy Foster, Business Service Manager
City of Gardner
120 East Main Street
GARDNER, KS, 66030
(913) 856-7535

Quote Prepared By:
Julio Mejia, Associate Account Manager
CentralSquare Technologies
1000 Business Center
Lake Mary, FL 32746
Phone: +14073043106 Fax:
julio.mejia@centralsquare.com

Date: 06/11/20

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Julio Mejia with any questions.

Subscription Fees

Product Name	Quantity	Subscription Fee
CentralSquare Payments	1	0.00
Total		**0.00**

Cloud/Hosted Fees

Product Name	Quantity	Amount
Fusion	1	3,000.00
Total		**3,000.00**

Professional Services
Technical Services

Product Name	Amount
CentralSquare Payments	2,520.00
Total	**2,520.00**

Project Management

Product Name	Amount
CentralSquare Payments	360.00

Total	**360.00**
Total Professional Services	**2,880.00**

Summary

Product/Service	**Amount**		
Cloud/Hosted Annual Access Fees	3,000.00		
Professional Services	2,880.00		
Subtotal		**5,880.00**	USD
Services Discounts		2,880.00	USD
Hosted/Cloud Fees Discount		3,000.00	USD
Total		**0.00**	USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:
Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:
This Amendment will become effective as of the date first written above. Except as expressly provided in this Amendment, all terms and provisions of the existing Agreement between the Parties are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

Comments:
1.The Customer's NaviLine environment, Fusion API server, and Click2Gov portal will be hosted in CentralSquare's private cloud. The customer's Fusion API server will be utilized to support the interface to CentralSquare Payments. This setup removes the customer's AS/400 environment and supporting appliances from their domain and enables a secure connection to the web for online payments. Additional API processes between NaviLine and on-premise solutions will utilize the cloud-based Fusion API server using a VPN connection between CentralSquare's Private cloud and the Customer's domain.

Amy Foster, Business Service Manager
City of Gardner

Authorized Signature: _____ **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes:
CentralSquare Payments: A separate Merchant Service Agreement must be signed before processing any payments. Separate fee schedule is attached.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

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

Agenda Item: Consider adopting a resolution authoring the execution of a Cooperation Agreement for the Kansas Housing Assistance Program

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:
Staff recommends adopting a resolution authorizing the execution of a Cooperation Agreement for the Kansas Housing Assistance Program.

Background/Description of Item:
Since the mid-1990s, Sedgwick County and Shawnee County, acting jointly, have sponsored, and made available to all cities and counties in Kansas, a statewide program allowing low and moderate income home buyers the ability to purchase homes with either reduced interest rates, down payment assistance, or both. The program is the only program of its type in the state and has relied on the issuance of Single Family Mortgage Bonds and/or other means to make loans available to homebuyers. The loans are originated by any lender electing to participate and must meet traditional underwriting standards (FHA, VA, GNMA, etc.).

The City of Gardner passed Resolution No. 1315 on April 17, 1995 authorizing its participation in the program. The firm previously responsible for maintaining records for the program has closed its doors and some of those records cannot be located. While the original resolution was located, the signed cooperating agreement was not located. The best way to make sure the program is completely documented is to request jurisdictions with missing documents to reaffirm participation with new documentation.

Financial Impact:
There are no costs, administrative duties or obligations for participating cities. Sedgwick and Shawnee Counties pay the startup costs and ongoing operational costs for the program.

Attachments included:
- Resolution No. 1315
- Kansas Housing Assistance Program Flyer
- Resolution No. 2056 and Cooperating Agreement

Suggested Motion:
Adopt Resolution No. 2056, a resolution of the Governing Body of the City of Gardner, Kansas (the “Cooperating Jurisdiction”) authorizing the execution of a cooperation agreement pursuant to the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 Et Seq., as amended, between the Cooperating Jurisdiction and Sedgwick County, Kansas and Shawnee County, Kansas (jointly, the “Issuers”), authorizing the Issuers to exercise, on behalf of the Cooperating Jurisdiction, the authority and powers conferred by the Kansas Local Residential Housing Law.

CITY OF GARDNER, KANSAS
RESOLUTION NO. 1315

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS (THE "COOPERATION JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS (THE "ISSUER"), AUTHORIZING THE ISSUER TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW IN CONNECTION WITH THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE BONDS.

WHEREAS, the Governing Body of the Issuer, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of City of Gardner, Kansas (the "Cooperating Jurisdiction"), in cooperation with the Issuer, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income and to issue bonds and other obligations and to provide security therefor, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any other law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

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

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuer in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuer (the Cooperation Agreement).

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Cooperation Agreement in substantially the form attached hereto as **Exhibit A.**

Section 3. The Mayor and the City Clerk are hereby authorized to take such other actions, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Cooperating Jurisdiction with respect to the Cooperation Agreement, all as necessary to carry out and give effect to the transactions contemplated by this Resolution.

ADOPTED THIS 17th DAY OF April, 1995.

CITY OF GARDNER, KANSAS

BY Dave Lebsack
Mayor

ATTEST:

Gwen Scott
City Clerk

CITY OF GARDNER SEAL

KANSAS HOUSING Assistance Program

A STATEWIDE PROGRAM *for Homebuyers*

Multiple Loan Options | Great Low Rates

PROGRAM BENEFITS *Include:*

- ✓ Up to 5% BORROWER CASH assistance for down payment and closing costs
- ✓ Unlimited funding of 30-year FIXED RATE mortgage loans: FHA, VA, RD and Conventional loans
- ✓ MULTIPLE funding options available

PROGRAM QUALIFICATIONS *Include:*

- ✓ Must be a HOMEBUYER in the state of Kansas, first-time homebuyers AND repeat buyers allowed
- ✓ Meet CREDIT SCORE loan requirements
- ✓ INCOME LIMITS up to $112,000 (depending on area)
- ✓ PURCHASE PRICE LIMIT $453,100
- ✓ Home types are PERMITTED: single family detached, townhome, condominium or duplex

LEARN MORE: *www.kshap.org*

CONVENTIONAL LOANS BENEFIT FROM AFFORDABLE SUBSIDIES:

Homebuyers from 50-80% AMI: Extra $1500
Homebuyers at or below 50% AMI: Extra $2500
AMI = AREA MEDIAN INCOME

- ✓ Multiple Conventional Choices
- ✓ 1.0% - 5.0% DPA and unassisted loans
- ✓ Subsidies provide greater assistance to borrowers with the greatest need

CONTACT ERRIN JACKSON OR SCOTT RIFFLE
AT 800.722.1670 FOR MORE INFORMATION

[GARDNER]

CITY OF GARDNER, KANSAS

RESOLUTION NO. 2056

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS (THE "COOPERATING JURISDICTION") AUTHORIZING THE EXECUTION OF A COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN THE COOPERATING JURISDICTION AND SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Gardner, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, the Cooperating Jurisdiction has not engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Constitution of the State, the Act or any law of the State, which impair the authority of the Cooperating Jurisdiction to enter into the Cooperation Agreement; and

WHEREAS, the adoption of this Resolution by the Cooperating Jurisdiction authorizing the execution of the Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of the Cooperating Jurisdiction a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which the Cooperating Jurisdiction is a party or by which the Cooperating Jurisdiction is bound.

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

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan pursuant to and in accordance with the Act and a Cooperation Agreement between the Cooperating Jurisdiction and the Issuers (the "Cooperation Agreement").

Section 2. The Mayor and the City Clerk are hereby authorized to execute the Cooperation Agreement in substantially the form attached hereto as **Exhibit A**.

Section 3. The Mayor and the City Clerk are hereby authorized to take such other actions, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Resolution and to carry out, comply with and perform the duties of the Cooperating Jurisdiction with respect to the Cooperation Agreement, all as necessary to carry out and give effect to the transactions contemplated by this Resolution.

ADOPTED THIS 3rd DAY OF AUGUST, 2020.

CITY OF GARDNER, KANSAS

By: _____
Steve Shute, Mayor

(Seal)

ATTEST:

_____
Sharon Rose, City Clerk

Exhibit A **[GARDNER]**

SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS
AND
CITY OF GARDNER, KANSAS

COOPERATION AGREEMENT

COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 12-5219 ET SEQ., AS AMENDED, BETWEEN SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AND THE CITY OF GARDNER, KANSAS (THE "COOPERATING JURISDICTION"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desire to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 12-5219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Gardner, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, neither the Issuers nor the Cooperating Jurisdiction have engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Act or any other law of the State, which would impair the authority of either to perform this Cooperation Agreement; and

WHEREAS, the adoption of the resolution by the Issuers and the resolution by the Cooperating Jurisdiction authorizing the execution of this Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of said jurisdictions a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which either is a party or by which either is bound; and

WHEREAS, the execution and delivery of this Cooperation Agreement by the Issuers and the Cooperating Jurisdiction have been authorized by resolutions duly adopted by the Governing Bodies of the Issuers and the Cooperating Jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE ISSUERS AND THE COOPERATING JURISDICTION AS FOLLOWS:

Section 1. The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan (the "Program") pursuant to and in accordance with the Act and this Cooperation Agreement, including the issuance by the Issuers, either by themselves or jointly with other issuing jurisdictions, of one or more series of single family mortgage revenue bonds (the "Bonds") and the making of mortgage loans within the corporate limits of the Cooperating Jurisdiction. Execution of this Cooperation Agreement by the Cooperating Jurisdiction imposes no financial obligation or liabilities against the Cooperating Jurisdiction.

Section 2. The Issuers and the Cooperating Jurisdiction hereby collectively declare that all cooperation agreements by and between the Issuers and other cooperating cities and counties of the State and all cooperation agreements by and between the Cooperating Jurisdiction and other cooperating cities and counties of the State in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating cities and counties which enter into such cooperation agreements with the Issuers (or with other issuing jurisdictions which are cooperating with the Issuers) shall be part of the Program.

Section 3. The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

EXECUTED AND DELIVERED THIS 3rd DAY OF AUGUST, 2020.

CITY OF GARDNER, KANSAS

By: _____

(Seal) Steve Shute, Mayor

ATTEST:

_____

Sharon Rose, City Clerk

SEDGWICK COUNTY, KANSAS

By: _____

(Seal)

Chairman, Board of
County Commissioners

ATTEST:

_____

County Clerk

SHAWNEE COUNTY, KANSAS

By: _____

(Seal)

Chairman, Board of
County Commissioners

ATTEST:

_____

County Clerk

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: AUGUST 3, 2020

STAFF CONTACT: MICHAEL KRAMER, PUBLIC WORKS DIRECTOR

Agenda Item: Consider adopting a resolution approving the 2021-2025 County Assistance Road System Program for road improvements within the City of Gardner, Kansas

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

Department: Public Works

Staff Recommendation:
Staff recommends adopting a resolution approving the 2021 - 2025 County Assistance Road System Program for road improvements within the City of Gardner, Kansas.

Background/Description of Item:
The City must prepare a five (5) year plan for the County Assistance Road System Program (CARS) and submit it to the County each year to be considered for funding through the CARS program. If approved by the County, CARS funding can be used to cover up to 50% of the construction costs on the arterial road system. The attached resolution adopts the CARS plan and is summarized below.

Year	***Project***	***Total Cost***	***CARS Request***
2021	US-56, Sycamore to Moonlight	$3,690,717	$734,258.50
2022	Moonlight Road Rehabilitation, I-35 Overpass to Buffalo Trail St	$409,000	$187,000
2023	Center Street Reconstruction, Main Street to 167th Street	$471,000	$230,500
2024	Gardner Road, I-35 south to City Limit	$4,000,000	$1,725,000
2025	167th Street, Center to Moonlight	$310,000	$135,000

Only the 2021 project submittals are considered for funding by the County. Projects submitted for 2022 - 2025 are considered for planning purposes only. These projects can change as City and County priorities and funding change.

Staff recommends submitting the US-56, Sycamore to Moonlight project, as the City's 2021 project request. This project is already planned for 2021, having received partial funding through

KDOT's CCLIP program. The project will primarily consist of removing and replacing the existing concrete pavement, including the curb and gutter. Construction will also include ADA improvements and a traffic signal (when warranted) at the new Price Chopper entrance.

County Public Works staff will review all CARS requests and will develop program recommendations for consideration by the Board of County Commissioners later this year.

Financial Impact:
The City has already requested and received $2,000,000 through KDOT's CCLIP program to go towards the project. The total estimated cost to the City was expected to be approximately $1,700,000. If approved by the County, the CARS funding will reduce the City's participation to under $1,000,000. The project is budgeted in the Special Highway Fund.

Attachments included:
- CARS application, Form A
- Resolution No. 2057

Suggested Motion:
Adopt Resolution No. 2057, a resolution approving a five-year program for road improvements for 2021-2025 within the City of Gardner, Kansas.

CARS Form A

2021-2025 Project Application for the County Assistance Road System (CARS) Program

Submit one form for each project. *Return* ***by May 7, 2020***

Submitting City: _____ **City Priority Ranking** _____

Project Location: _____

Joint Project With: _____ **Administrating City:** _____

Contact Name & Title: _____

Estimated Project Schedule: Start Date (mo/yr): _____ **Completion Date (mo/yr):** _____

Current Average Daily Traffic (ADT): _____ **Year (**_____**)** **Accident History (Prior 3 Years):**_____

Project Type:_____ **(**Capacity, Major Maintenance, Bridge Replacement, Bridge Rehabilitation, Route Enhancement, or System Management)

Current Level of Service (LOS) [System Management Projects Only]: _____

Sufficiency Rating (Bridge Projects):_____ **Pavement Condition: Good ☐ Fair ☐ Poor ☐**

Detailed Description of Existing Facility:

Detailed Description of Project Scope:

Project Cost Information *

1. Design cost: _____
2. Right-of-way acquisition cost: _____
3. Utility relocation cost: _____
4. Construction cost: _____
5. Construction engineering cost: _____

Total project cost: _____

Calculation of CARS Eligible costs:

A. Sum item # 4 & 5 above (+) _____

B. Federal Aid Participation (-) _____

C. State Aid Participation (-) _____

D. Other Non-local Participation (-) _____

Subtotal (CARS eligible costs) _____

CARS funding request _____

(Request cannot exceed 50% of the CARS eligible costs)

Funding participation by other cities:

City Name: _____ Funding: _____

City Name: _____ Funding: _____

*Program policies require that a licensed professional engineer prepare and seal the 2021 project cost estimates.

RESOLUTION NO. 2057

A RESOLUTION APPROVING A FIVE-YEAR PROGRAM FOR ROAD IMPROVEMENTS FOR 2021-2025 WITHIN THE CITY OF GARDNER, KANSAS.

WHEREAS, the Board of County Commissioners of Johnson County Kansas has established by resolution a County Assistance Road System (CARS) program, and

WHEREAS, the Board of County Commissioners requires each participating City to establish a five-year program for proposed improvements to roads eligible under the CARS program, and

WHEREAS, certain roads eligible for funding under the program fall within the City Limits of Gardner, Kansas;

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

SECTION ONE; that the Governing Body of the City of Gardner, Kansas, has hereby reviewed and approved the following roads for inclusion in the CARS program:

Year	Project	Total Project Cost
2021	US-56, Sycamore to Moonlight	$3,690,717
2022	Moonlight Road Rehabilitation, I-35 Overpass to Buffalo Trail St	$409,000
2023	Center Street Reconstruction, Main Street to 167th Street	$471,000
2024	Gardner Road, I-35 south to City Limit	$4,000,000
2025	167th Street, Center to Moonlight	$310,000

ADOPTED by the City Council this 3rd day of August, 2020.

SIGNED by the Mayor this 3rd day of August, 2020.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Steve Shute, Mayor

Attest:

_____
Sharon Rose, City Clerk