AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, November 1, 2021, 7:00 p.m.

*If you wish to provide written public comment regarding any items below by email, please provide them by noon on November 1, 2021 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

1. Proclaim November 1, 2021 as Gardner Gold Special Olympics Day in the City of Gardner, Kansas

PUBLIC HEARINGS

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on October 18, 2021
2. Standing approval of City expenditures prepared October 15, 2021 in the amount of $1,428,259.79; and October 22, 2021 in the amount of $257,175.74
3. Consider an appointment to the Citizens Police Advisory Committee
4. Consider authorizing the execution of a contract for the Prairie Trace West Sewer Interceptor Project

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance amending Ordinance No. 2640 of the City in connection with the Waverly Plaza Community Improvement District
2. Consider accepting a voluntary annexation with landowner consent
3. Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the US-56 Reconstruction project

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.

PROCLAMATION

Whereas, Gardner Gold Special Olympics was founded in 2003, making this year the 18th anniversary of the program in the Gardner community; and

Whereas, Gardner Gold Special Olympics program was established with the intent to give athletes with special needs the opportunity and excitement of participating in team sports; and

Whereas, Gardner Gold Special Olympics began with 4 athletes in 2003 and has grown to over 40 athletes due in large part to the hard work, cooperation, diligence and vision of Gardner Parks and Recreation, our founding members and volunteers; and

Whereas, their commitment to providing residents of Gardner with developmental disabilities a place to experience activities many may take for granted; and

Whereas, the volunteers of Gardner Gold have helped our athletes develop a strong bond with the community of Gardner and with special populations across the Kansas City metropolitan area; and

Whereas, Gardner Gold has been proud to be able to provide these opportunities at no cost to the families because of the community support and involvement experienced in the Gardner community.

NOW, THEREFORE BE IT RESOLVED, that I, Steve Shute, Mayor of the City of Gardner, Kansas, do hereby proclaim November 1, 2021 as

Gardner Gold Special Olympics Day

in the City of Gardner, Kansas.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 1st day of November 2021.

CITY OF GARDNER, KANSAS

_____

Steve Shute, Mayor

(SEAL)

Attest:

_____

Sharon Rose, City Clerk

RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS
Page No. 2021 – 132
October 18, 2021

The City Council of the City of Gardner, Kansas met in regular session on October 18, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks and Recreation Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

1. **Proclaim the month of October 2021 as Breast Cancer Awareness Month in the City of Gardner, Kansas**

Mayor Shute read into record a proclamation recognizing October 2021 as Breast Cancer Awareness Month in the City of Gardner, Kansas.

Councilmember Tory Roberts, breast cancer survivor, accepted the proclamation. She emphasized that early detection is the key to survival.

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on October 4, 2021**
2. **Standing approval of City expenditures prepared September 30, 2021 in the amount of $5,635,562.29; October 1, 2021 in the amount of $417,352.07; and October 8, 2021 in the amount of $311,436.03**
3. **Consider a reappointment to the Citizens Police Advisory Committee**
4. **Consider an appointment to the Citizens Police Advisory Committee**
5. **Consider authorizing an agreement for construction inspection on the Moonlight Safe Routes to School project**

Councilmember Winters made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

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

PLANNING & ZONING CONSENT AGENDA

1. **Consider accepting the dedication of right-of-way and easements on the final plat for Tallgrass 2nd Plat**

Councilmember Gregorcyk made a motion to approve the Consent Agenda.

Councilmember Deaton Seconded.

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

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATES

City Clerk Rose said she has three applicants for the Planning Commission opening. She will reach out to the interview team to begin coordinating interviews. Rose noted the city is hosting the mobile mammography bus at City Hall on November 12, and said there is more information on the city's website.

Director Knopick said they have a Planning Commission meeting next Monday night. They will be discussing billboards and proposed amendments for billboards in the sign regulations code.

Director Headlee said they will have a PWAAC meeting Monday, October 25, 7pm, at the Senior Center.

City Administrator Pruetting noted the snow removal discussion held at the last meeting. Staff researched neighboring cities, and found that most cities had a time frame of 48 hours for snow removal. In discussions with the Chamber, they decided to put together a survey for the downtown businesses. They plan do to that before the end of the month.

Councilmember Roberts suggested that ordinance review processes be revisited. Pruetting said code violations are complaint based. Going forward, they can look at it. Roberts appreciated the proclamation; early detection is key.

Councilmember Gregorcyk asked for follow up to sidewalk on the Center St. bridge. Pruetting said it is part of Center St project. Roberts said there was an open house recently. Director Headlee said widening the sidewalk is part of the Center St. project and is in design now.

Councilmember Baldwin referenced the Parks Master Plan update and asked if they are considering future parks being more inclusive. He asked for consensus from the council to have parks staff begin researching retrofitting Celebration Park for inclusiveness. It's a city amenity provided to everyone, but it's not inclusive for everyone to use. Mayor Shute said JCPRD has been doing inclusive playgrounds in recent years. Can staff reach out for more information? Baldwin said Olathe has disability committee that put in a new park recently. Variety KC is a nonprofit to educate on this subject. Shute suggested having PWAAC and Parks committee work together. Director Bruce said they can also include the Gardner Gold Special Olympics committee.

Mayor Shute announced that Boo Bash is coming up, and asked about Police handing out candy. Chief Belcher said officers will be handing out candy in neighborhoods. Shute said the SWJCEDC will host a Developers Day tomorrow. Shute noted early voting in Johnson County starts October 23. Please get out and vote.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 7:18p.m.

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City Clerk

DRAFT

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004834	00	ADVENTHEALTH							
20211001		005112		00	10/15/2021	601-1230-412.31-15	RANDOMS	EFT:	99.00
							VENDOR TOTAL *	.00	99.00
0001986	00	ANIXTER, INC.							
5084399-00		PI0566	007783	00	10/08/2021	501-4130-441.52-31	CABLE	EFT:	5,813.12
5082878-00		PI0567	007784	00	10/04/2021	501-4130-441.52-31	PEDESTAL	EFT:	5,642.61
5008352-01		005113		00	10/15/2021	501-4130-441.52-31	PEDESTAL	EFT:	3,967.08
5069669-01		005114		00	10/15/2021	501-4130-441.52-31	SPLICE BOX	EFT:	512.34
							VENDOR TOTAL *	.00	15,935.15
0005014	00	ATTIC STORAGE OF GARDNER							
18162		005188		00	10/15/2021	001-6110-461.44-02	MONTHLY BILLING	EFT:	870.00
							VENDOR TOTAL *	.00	870.00
0001773	00	BHC RHODES							
40208		PI0560	007607	00	10/12/2021	001-3130-431.31-10	TECHNICAL SPECIFICATIONS	EFT:	225.84
40207		PI0555	007391	00	10/12/2021	130-3130-431.62-04	AMENDMENT 1	EFT:	6,415.00
40208		PI0561	007629	00	10/12/2021	521-4210-442.31-15	TECHNICAL SPECIFICATIONS	EFT:	225.83
40208		PI0562	007630	00	10/12/2021	531-4310-443.31-15	TECHNICAL SPECIFICATIONS	EFT:	225.83
							VENDOR TOTAL *	.00	7,092.50
0099999	00	BLOCK, JOANNE							
000031099		UT		00	10/13/2021	501-0000-229.00-00	FINAL BILL REFUND	81.05	
							VENDOR TOTAL *	81.05	
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS976332		PI0553	007778	00	09/22/2021	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	28,529.50
BMS981963		PI0558	007588	00	10/06/2021	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	1,020.00
BMS981963		005115		00	10/15/2021	521-4220-442.52-13	HYDROFLUOROSILICIC ACID	EFT:	36.00
BMS981964		005116		00	10/15/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,165.40
							VENDOR TOTAL *	.00	30,750.90
0002596	00	BUILDEX, INC							
409494		005117		00	10/15/2021	117-3120-431.43-06	SPRAY INJECTION PATCHING	EFT:	2,755.00
							VENDOR TOTAL *	.00	2,755.00
0000347	00	BURNS & MCDONNELL							
104290-35		PI0554	007260	00	10/08/2021	130-3130-431.62-04	AMENDMENT 2	EFT:	37,420.80
							VENDOR TOTAL *	.00	37,420.80
0004934	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
PAY APP 24		PI0548	007179	00	09/30/2021	521-4240-442.61-03	HILLSDATE WTP EXPANSION	EFT:	98,497.38
							VENDOR TOTAL *	.00	98,497.38
0001834	00	C & C GROUP							
43836		005118		00	10/15/2021	603-3150-431.31-15	ANNUAL BILLING	EFT:	600.00
							VENDOR TOTAL *	.00	600.00
0003532	00	CBIZ BENEFITS & INSURANCE SVCS 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
0003532	00	CBIZ BENEFITS & INSURANCE SVCS INC							
55599		PI0572	007786	00	10/01/2021	001-1140-411.31-15	CONSULTING SERVICES	EFT:	8,000.00
							VENDOR TOTAL *	.00	8,000.00
0000001	00	CENTURYLINK							
313696625	1021	005119		00	10/15/2021	001-3116-431.40-03	MONTHLY BILLING	21.63	
313696625	1021	005120		00	10/15/2021	001-3120-431.40-03	MONTHLY BILLING	40.16	
313014430	1021	005187		00	10/15/2021	521-4220-442.40-03	MONTHLY BILLING	351.26	
							VENDOR TOTAL *	413.05	
0003512	00	CHALLENGER TEAMWEAR LLC							
1137885-IN		005121		00	10/15/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO	EFT:	1,061.24
							VENDOR TOTAL *	.00	1,061.24
0000429	00	CINTAS FIRE PROTECTION							
5078171510		005122		00	10/15/2021	521-4220-442.31-15	MONTHLY BILLING	EFT:	94.46
							VENDOR TOTAL *	.00	94.46
0001643	00	CITY OF EDGERTON							
SEP-21		005123		00	10/15/2021	531-4320-443.31-15	MONTHLY BILLING	20,262.82	
							VENDOR TOTAL *	20,262.82	
0000288	00	CROFT TRAILER SUPPLY, INC.							
492189		005124		00	10/15/2021	501-4130-441.52-04	JACK FOR EQ# 416	EFT:	81.77
							VENDOR TOTAL *	.00	81.77
0003716	00	DATAPROSE							
DP2103631		005125		00	10/15/2021	604-1320-413.31-15	MONTHLY BILLING	EFT:	6,738.15
							VENDOR TOTAL *	.00	6,738.15
0004096	00	DESIGN 4 SPORTS							
37083		005126		00	10/15/2021	001-6110-461.47-53	JERSEY ADD-ON	EFT:	5.50
							VENDOR TOTAL *	.00	5.50
0003481	00	DPC INDUSTRIES INC							
817002812-21		PI0549	007587	00	09/29/2021	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	1,220.00
							VENDOR TOTAL *	.00	1,220.00
0001762	00	DREXEL TECHNOLOGIES INC							
INV61418		005187		00	10/15/2021	501-4140-441.62-14	TURBINE SYSTEM UPGRADE	EFT:	12.00
							VENDOR TOTAL *	.00	12.00
0099999	00	DUSTIN HILLEGEIST							
10072021		005111		00	10/15/2021	001-3120-431.31-15	CONCRETE REPAIR	1,425.00	
							VENDOR TOTAL *	1,425.00	
0099999	00	ECONOMIC AND EMPLOYMENT							
000064421		UT		00	10/13/2021	501-0000-229.00-00	FINAL BILL REFUND	5,813.86	
							VENDOR TOTAL *	5,813.86	
0005174	00	ELIZABETH'S ALTERATIONS							

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0005174	00	ELIZABETH'S ALTERATIONS							
860563		005127		00	10/15/2021	001-2120-421.42-02	SEWING PATCHES	222.00	
							VENDOR TOTAL *	222.00	
0002511	00	ENRIGHT LAWNS, INC							
24367		005128		00	10/15/2021	001-6120-461.31-15	MOWING	EFT:	3,110.00
							VENDOR TOTAL *	.00	3,110.00
0002956	00	FASTENAL CO.							
KSKA3144966		005129		00	10/15/2021	501-4130-441.52-12	BATTERIES - SHOP USE	EFT:	12.24
KSKA3144977		005130		00	10/15/2021	501-4130-441.52-12	GRINDING WHEELS - SHOP	EFT:	80.47
KSKA3144998		005131		00	10/15/2021	501-4130-441.52-02	SHOVELS - TR# 401 & 432	EFT:	21.49
							VENDOR TOTAL *	.00	114.20
0000086	00	GALLS, LLC							
019449527		005132		00	10/15/2021	001-2120-421.53-02	PATROL BOOTS - HOFER	EFT:	100.00
019479270		005133		00	10/15/2021	001-2120-421.53-02	BODY ARMOR-NOTTINGHAM	EFT:	805.12
019482383		005134		00	10/15/2021	001-2120-421.53-02	COLLAR BRASS	EFT:	21.87
							VENDOR TOTAL *	.00	926.99
0000089	00	GARDNER AUTO BODY							
415551		PI0550	007775	00	09/27/2021	001-2120-421.43-05	CRASH REPAIR UNIT 113	10,971.59	
							VENDOR TOTAL *	10,971.59	
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000114		1021005135		00	10/15/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00
01-0000274		1021005136		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		1021005137		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
01-0000274		1021005138		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274		1021005139		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274		1021005140		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
01-0000274		1021005141		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274		1021005142		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		1021005143		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
01-0000274		1021005144		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274		1021005145		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		1021005146		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274		1021005147		00	10/15/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
							VENDOR TOTAL *	.00	811.00
0000028	00	GARDNER NEWS							
10210011		005186		00	10/15/2021	001-1130-411.31-15	GRAND SLAM PRINT	EFT:	420.00
							VENDOR TOTAL *	.00	420.00
0000181	00	GRAINGER							
9068591149		005148		00	10/15/2021	521-4220-442.52-12	MOTOR	EFT:	99.64
9069254689		005149		00	10/15/2021	521-4220-442.52-12	MOTOR	EFT:	45.31
9071707898		005150		00	10/15/2021	521-4220-442.52-12	ADAPTER	EFT:	52.36
							VENDOR TOTAL *	.00	197.31
0000996	00	GRASS PAD, INC							

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0000996	00	GRASS PAD, INC							
100421		005151		00	10/15/2021	521-4230-442.52-12	SOD	98.75	
100421		005152		00	10/15/2021	531-4330-443.52-12	SOD	98.75	
							VENDOR TOTAL *	197.50	
0000013	00	HACH COMPANY							
12689028		005187		00	10/15/2021	521-4220-442.52-12	REAGENTS	EFT:	41.85
12682439		005188		00	10/15/2021	521-4220-442.52-12	REAGENTS	EFT:	342.96
							VENDOR TOTAL *	.00	384.81
0002095	00	HDR ENGINEERING, INC							
1200379218		PI0556	007570	00	10/06/2021	001-3130-431.31-10	ON CALL TRAFFIC	EFT:	2,354.92
							VENDOR TOTAL *	.00	2,354.92
0004434	00	HEARTLAND LAKE MANAGEMENT							
3129		005153		00	10/15/2021	531-4320-443.52-13	LAKE TREATMENT	EFT:	1,517.50
							VENDOR TOTAL *	.00	1,517.50
0005084	00	HG CONSULT, INC							
20.009.07		PI0559	007597	00	10/05/2021	130-3130-431.62-07	PROFESSIONAL SERVICES	EFT:	16,987.70
							VENDOR TOTAL *	.00	16,987.70
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500292374		005154		00	10/15/2021	001-3120-431.47-38	SPOILS	EFT:	71.50
1500292965		005155		00	10/15/2021	117-3120-431.43-06	SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	143.00
0000274	00	INDUSTRIAL SALES COMPANY, INC.							
1104844-000		005156		00	10/15/2021	001-6120-461.52-01	IRRIGATION SUPPLIES	EFT:	64.16
							VENDOR TOTAL *	.00	64.16
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
5533		PI0568	007785	00	10/10/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:	1,886.25
5533		PI0569	007785	00	10/10/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:	1,886.25
5533		PI0570	007785	00	10/10/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:	1,886.25
5533		PI0571	007785	00	10/10/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:	1,886.25
							VENDOR TOTAL *	.00	7,545.00
0004271	00	IRON MOUNTAIN INC							
DXYL635		005157		00	10/15/2021	001-1150-411.31-15	MONTHLY BILLING	EFT:	73.52
							VENDOR TOTAL *	.00	73.52
0000995	00	JCI INDUSTRIES INC.							
8219907		005158		00	10/15/2021	521-4220-442.52-12	PUMPHEAD	EFT:	772.23
							VENDOR TOTAL *	.00	772.23
0003478	00	JCPRD							
R7398		005159		00	10/15/2021	001-6110-461.47-53	COURT RENTALS	1,765.00	
							VENDOR TOTAL *	1,765.00	
0000108	00	K.C. BOBCAT INC							

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0000108	00	K.C. BOBCAT INC							
19160060		005160		00	10/15/2021	001-6120-461.43-02	MOWER REPAIR	239.58	
							VENDOR TOTAL *	239.58	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
16320		005161		00	10/15/2021	601-1230-412.46-01	4TH QTR KMU TRAININGS	EFT:	3,375.00
							VENDOR TOTAL *	.00	3,375.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
1090250		005162		00	10/15/2021	501-4130-441.40-06	LOCATES	EFT:	3.60
							VENDOR TOTAL *	.00	3.60
0099999	00	KANSAS STATE TREASURER							
000045461		UT		00	10/13/2021	501-0000-229.00-00	FINAL BILL REFUND	601.82	
							VENDOR TOTAL *	601.82	
0001601	00	KAW VALLEY ENGINEERING, INC							
C34843		005163		00	10/15/2021	130-3130-431.62-04	CONSTRUCTION TESTING	EFT:	39.00
							VENDOR TOTAL *	.00	39.00
0000492	00	KDHE - DIV OF HLTH & ENV LABS							
52742		005188		00	10/15/2021	521-4220-442.31-15	WATER SAMPLE LAB WORK	EFT:	1,712.00
							VENDOR TOTAL *	.00	1,712.00
0004901	00	KEEGAN, DENNIS							
21-108		PI0557	007583	00	10/08/2021	130-3130-431.62-04	RIGHT OF WAY AQUISITION	6,050.00	
							VENDOR TOTAL *	6,050.00	
0001446	00	KMEA EMP #1 OPERATING ACCT							
EMP1-GD-2021-09		005165		00	10/15/2021	501-0000-351.13-00	MONTHLY BILLING	EFT:	354,964.11-
EMP1-GD-2021-09		005164		00	10/15/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	377,785.07
							VENDOR TOTAL *	.00	22,820.96
0001626	00	KMEA GRDA OPERATING ACCT							
GRDA-GD-21-11		005166		00	10/15/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	1,039,679.37
							VENDOR TOTAL *	.00	1,039,679.37
0004769	00	KRONOS SAASHR, INC							
11826709		005186		00	10/15/2021	602-1340-413.47-05	MONTHLY BILLING	EFT:	2,279.90
							VENDOR TOTAL *	.00	2,279.90
0001103	00	KUTAK ROCK LLP							
2941692		005167		00	10/15/2021	001-1305-413.31-01	2012C ARBITRAGE CALC.	EFT:	1,200.00
2941694		005168		00	10/15/2021	001-1305-413.31-01	2012A ARBITRAGE CALC.	EFT:	1,200.00
2941738		005169		00	10/15/2021	001-1305-413.31-01	2011A ARBITRAGE CALC.	EFT:	1,500.00
							VENDOR TOTAL *	.00	3,900.00
0004949	00	LEGAL RECORD, THE							
L92193		005170		00	10/15/2021	001-6110-461.54-51	SOTT HEARING	EFT:	15.41
L93192		005188		00	10/15/2021	501-4140-441.62-14	QUALIFICATIONS NOTICE	EFT:	36.72

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
0004949	00	LEGAL RECORD, THE							
							VENDOR TOTAL *	.00	52.13
0004490	00	MARQUEE EVENT RENTAL							
242383		PI0565	007782	00	10/06/2021	001-6110-461.54-51	TENT RENTAL	EFT:	5,896.01
							VENDOR TOTAL *	.00	5,896.01
0000233	00	MAXIMUM LAWN CARE							
16040		005171		00	10/15/2021	001-3120-431.31-15	MOWING	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0000375	00	MID-AMERICAN SIGNAL, INC.							
21-510		005172		00	10/15/2021	001-3120-431.52-10	183RD & GARDNER RD	EFT:	1,015.00
							VENDOR TOTAL *	.00	1,015.00
0004464	00	MID-STATE RENTAL							
113549-2		005173		00	10/15/2021	001-6110-461.54-51	CARGO TRAILER	EFT:	300.00
							VENDOR TOTAL *	.00	300.00
0003579	00	MID-STATES MATERIALS LLC							
110684		005174		00	10/15/2021	521-4230-442.52-12	MATERIALS	186.47	
110684		005175		00	10/15/2021	531-4330-443.52-12	MATERIALS	186.47	
							VENDOR TOTAL *	372.94	
0001382	00	MISSION COMMUNICATIONS, LLC							
1056353		005176		00	10/15/2021	531-4320-443.31-15	ALARM SYSTEM	EFT:	1,258.20
							VENDOR TOTAL *	.00	1,258.20
0004957	00	NEXGRID, LLC							
2021314		005177		00	10/15/2021	501-4130-441.52-31	FOR NEW DEVELOPMENT	EFT:	2,246.55
							VENDOR TOTAL *	.00	2,246.55
0004123	00	OFFICETEAM							
58537250		005178		00	10/15/2021	604-1320-413.31-15	TEMP LABOR	EFT:	1,281.88
58565126		005179		00	10/15/2021	604-1320-413.31-15	TEMP LABOR	EFT:	1,191.34
							VENDOR TOTAL *	.00	2,473.22
0000142	00	OLATHE WINWATER WORKS							
165138 00		005180		00	10/15/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	396.00
164277 02		005181		00	10/15/2021	521-4230-442.52-12	HARDWARE	EFT:	375.00
165456 00		005182		00	10/15/2021	521-4230-442.52-12	HARDWARE	EFT:	30.02
164409 00		005183		00	10/15/2021	521-4230-442.52-20	FOAM INSULATOR	EFT:	1,490.00
165175 00		005184		00	10/15/2021	521-4230-442.52-32	SADDLE	EFT:	1,350.00
165176 00		005185		00	10/15/2021	521-4230-442.52-32	SADDLE	EFT:	3,000.00
163256 00		005185		00	10/15/2021	521-4230-442.52-32	CORP	EFT:	3,250.00
163259 00		005185		00	10/15/2021	521-4230-442.52-32	CORP	EFT:	3,250.00
165535 00		005185		00	10/15/2021	521-4230-442.52-12	HARDWARE	EFT:	174.00
							VENDOR TOTAL *	.00	13,315.02
0000256	00	OTTAWA COOP							

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
0000256	00	OTTAWA COOP							
48397 0921		005185		00	10/15/2021	521-4230-442.52-09	DIESEL FUEL	EFT:	245.72
							VENDOR TOTAL *	.00	245.72
0002488	00	PETTY CASH - UTILITIES							
10112021		005185		00	10/15/2021	501-4130-441.46-02	CDL REIMB	26.75	
10112021		005185		00	10/15/2021	521-4230-442.52-09	GAS REIMB	12.00	
10112021		005185		00	10/15/2021	531-4330-443.46-01	KDHE LUNCH	5.45	
10112021		005185		00	10/15/2021	531-4330-443.46-01	KDHE LUNCH	14.58	
							VENDOR TOTAL *	58.78	
0004790	00	PLANET SUB							
10012021		005185		00	10/15/2021	001-6110-461.54-51	GRAND SLAM LUNCH	215.76	
							VENDOR TOTAL *	215.76	
0000149	00	PRAXAIR DISTRIBUTION INC							
65184861		005185		00	10/15/2021	001-6120-461.44-02	CYLINDER RENTAL	EFT:	351.31
66388717		005188		00	10/15/2021	501-4120-441.44-02	CYLINDER RENTAL	EFT:	141.56
							VENDOR TOTAL *	.00	492.87
0000150	00	QUILL CORPORATION							
19670086		005185		00	10/15/2021	521-4220-442.52-20	OFFICE SUPPLIES	50.23	
							VENDOR TOTAL *	50.23	
0000946	00	RIGHT-WAY JANITORIAL INC							
2960		PI0564	007780	00	10/04/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	10,055.61
							VENDOR TOTAL *	.00	10,055.61
0004120	00	RIVER GROUP DESIGN							
GRD078		005185		00	10/15/2021	001-1130-411.31-15	GRAPHIC DESIGN	EFT:	440.00
							VENDOR TOTAL *	.00	440.00
0004650	00	RYAN LAWN AND TREE INC							
2360362		005185		00	10/15/2021	001-6120-461.31-15	TREE CHEMICALS	229.75	
							VENDOR TOTAL *	229.75	
0004964	00	SCHLAGEL & ASSOCIATES, P.A.							
31234		PI0563	007763	00	10/01/2021	531-4340-443.62-10	SEWER INTERCEPTOR	EFT:	1,899.66
							VENDOR TOTAL *	.00	1,899.66
0004785	00	SUMNERONE, INC							
3003176		005185		00	10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	209.76
3005192		005186		00	10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	98.77
3007024		005186		00	10/15/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	221.87
							VENDOR TOTAL *	.00	530.40
0003783	00	TEAM OFFICE LLC							
2021-18491		005185		00	10/15/2021	001-1120-411.31-15	OFFICE RECONFIGURATION	EFT:	386.34
							VENDOR TOTAL *	.00	386.34
0002055	00	TG TECHNICAL SERVICES							

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0002055	00	TG TECHNICAL SERVICES							
22275		005185		00	10/15/2021	521-4220-442.31-15	SEMI-ANNUAL SERVICE	EFT:	450.00
22276		005185		00	10/15/2021	531-4320-443.43-02	SEMI-ANNUAL SERVICE	EFT:	180.00
							VENDOR TOTAL *	.00	630.00
0000176	00	TIME WARNER CABLE							
0108210100421		005186		00	10/15/2021	602-1340-413.47-05	MONTHLY BILLING	42.77	
							VENDOR TOTAL *	42.77	
0000006	00	VERMEER INC.							
P66577		PI0552	007777	00	09/27/2021	501-4130-441.52-04	PARTS FOR TRENCHER	EFT:	5,648.28
							VENDOR TOTAL *	.00	5,648.28
0005086	00	VLP AN EQUIPMENTSHARE COMPANY							
PSO044583-1		005185		00	10/15/2021	001-3120-431.43-02	BACKHOE BREAK REPAIR	EFT:	694.40
PSO044611-1		005185		00	10/15/2021	001-3120-431.43-02	BACKHOE BREAK REPAIR	EFT:	224.30
							VENDOR TOTAL *	.00	918.70
0004551	00	WASTE MANAGEMENT							
6565261-4858-9		005188		00	10/15/2021	001-6110-461.54-51	TRASH FOR EVENT	EFT:	1,200.00
							VENDOR TOTAL *	.00	1,200.00
0003687	00	WATCHGUARD VIDEO							
4REINV0013308		PI0551	007776	00	09/21/2021	001-2120-421.52-20	VIDEO SYSTEMS	9,220.00	
							VENDOR TOTAL *	9,220.00	
0004611	00	WILSON, NICK							
10042021		005186		00	10/15/2021	001-6105-461.46-01	MILEAGE REIMBURSEMENT	56.56	
							VENDOR TOTAL *	56.56	
							EFT/EPAY TOTAL ***		1,369,969.73
							TOTAL EXPENDITURES ****	58,290.06	1,369,969.73
							GRAND TOTAL **********		1,428,259.79

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005127	00	ACULAS HEALTH LLC							
10219		005484		00	10/22/2021	601-1230-412.31-15	PCP	300.00	
							VENDOR TOTAL *	300.00	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
72089		005485		00	10/22/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,130.75
							VENDOR TOTAL *	.00	3,130.75
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
54542		005486		00	10/22/2021	001-1140-411.31-15	MONTHLY BILLING	EFT:	103.95
							VENDOR TOTAL *	.00	103.95
0001986	00	ANIXTER, INC.							
5079910-02		005507		00	10/22/2021	501-4130-441.52-31	PVC	EFT:	432.43
5079910-01		005507		00	10/22/2021	501-4130-441.52-31	MOUNTING BRAKET	EFT:	1,059.17
5090740-01		005507		00	10/22/2021	501-4130-441.52-31	CONDUIT	EFT:	2,076.74
5087635-00		PI0574	007788	00	10/08/2021	501-4130-441.52-31	PRIMARY CABLE	EFT:	15,873.88
							VENDOR TOTAL *	.00	19,442.22
0004860	00	AT&T MOBILITY							
10082021		005502		00	10/22/2021	001-2110-421.40-03	MONTHLY BILLING	1,936.52	
							VENDOR TOTAL *	1,936.52	
0003515	00	AUGUSTINE EXTERMINATORS INC							
2316706		005487		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316699		005488		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2316699		005489		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2316691		005490		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2316698		005491		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2316692		005492		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2316695		005493		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316693		005494		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316704		005495		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2316703		005496		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2316700		005497		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2316701		005498		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	58.71
2316702		005499		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2316694		005500		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2316705		005501		00	10/22/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
							VENDOR TOTAL *	.00	641.90
0002596	00	BUILDEX, LLC							
409494		005117		00	10/15/2021	117-3120-431.43-06	SPRAY INJECTION PATCHING	CHECK #: 18611	2,755.00-
409494		005117		00	10/19/2021	117-3120-431.43-06	SPRAY INJECTION PATCHING	EFT:	2,755.00
							VENDOR TOTAL *	.00	
0000001	00	CENTURYLINK							
313607125	1021	005502		00	10/22/2021	001-6110-461.40-03	MONTHLY BILLING	77.93	
313680665	1021	005503		00	10/22/2021	001-6120-461.40-03	MONTHLY BILLING	67.41	
314117591	1021	005502		00	10/22/2021	602-1340-413.40-03	MONTHLY BILLING	1,636.28	

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0000001	00	CENTURYLINK							
320501840	1021	005516		00	10/22/2021	602-1340-413.40-03	MONTHLY BILLING	56.93	
							VENDOR TOTAL *	1,838.55	
0003512	00	CHALLENGER TEAMWEAR LLC							
1126997		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	264.95-
1126997		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	264.95
1127536		005049		00	10/08/2021	001-6110-461.47-53	BALLS	CHECK #: 18564	420.00-
1127536		005049		00	10/19/2021	001-6110-461.47-53	BALLS	EFT:	420.00
1128053		005049		00	10/08/2021	001-6110-461.47-53	BALL BAGS	CHECK #: 18564	70.00-
1128053		005049		00	10/19/2021	001-6110-461.47-53	BALL BAGS	EFT:	70.00
1129638-IN		PI0547		00	10/08/2021	001-6110-461.47-53	FALL SOCCER UNIFORMS	CHECK #: 18564	6,594.00-
1129638-IN		PI0547		00	10/19/2021	001-6110-461.47-53	FALL SOCCER UNIFORMS	EFT:	6,594.00
1129910		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	10.00-
1129910		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	10.00
1131940		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	254.00-
1131940		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	254.00
1132749-IN		005092		00	10/08/2021	001-6110-461.47-53	SOCCER UNIFORMS	CHECK #: 18564	220.50-
1132749-IN		005092		00	10/19/2021	001-6110-461.47-53	SOCCER UNIFORMS	EFT:	220.50
1133246		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	20.00-
1133246		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	20.00
1133640		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	680.00-
1133640		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	680.00
1133644		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	24.00-
1133644		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	24.00
1134379		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	18.00-
1134379		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	18.00
1137199		005049		00	10/08/2021	001-6110-461.47-53	UNIFORMS	CHECK #: 18564	6.00-
1137199		005049		00	10/19/2021	001-6110-461.47-53	UNIFORMS	EFT:	6.00
1137885-IN		005121		00	10/15/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO	CHECK #: 18616	1,061.24-
1137885-IN		005121		00	10/19/2021	001-6110-461.47-53	SOCCER BALLS W. LOGO	EFT:	1,061.24
							VENDOR TOTAL *	.00	
0003640	00	CONTINENTAL RESEARCH CORP							
0029467		005505		00	10/22/2021	001-6120-461.52-01	GENERAL REPAIRS	EFT:	732.09
							VENDOR TOTAL *	.00	732.09
0000086	00	GALLS, LLC							
019504285		005502		00	10/22/2021	001-2120-421.53-02	COLLAR BRASS	EFT:	34.39
019504300		005502		00	10/22/2021	001-2120-421.53-02	COLLAR BRASS	EFT:	107.11
							VENDOR TOTAL *	.00	141.50
0005093	00	GROUP GARDNER, LLC							
10012021		005502		00	10/22/2021	108-9100-491.49-05	CID DEVELOPMENT	EFT:	66,682.08
							VENDOR TOTAL *	.00	66,682.08
0000013	00	HACH COMPANY							
12697567		005507		00	10/22/2021	521-4220-442.52-12	LAB SUPPLIES	EFT:	987.11
12680434		005507		00	10/22/2021	521-4220-442.52-12	TURBIDIMETER	EFT:	3,433.04
							VENDOR TOTAL *	.00	4,420.15
0000285	00	HARRISON MACHINE SHOP & WELDING INC							

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0000285	00	HARRISON MACHINE SHOP & WELDING INC								
57166		005507		00	10/22/2021	501-4140-441.63-73	WATER METER LIDS		EFT:	713.00
							VENDOR TOTAL *		.00	713.00
0000201	00	HASTY AWARDS								
FALL VOLLEYBALL		005508		00	10/22/2021	001-6110-461.47-53	VOLLEYBALL MEDALS		EFT:	92.46
							VENDOR TOTAL *		.00	92.46
0000102	00	ICMA RETIREMENT TRUST - 457								
626842		005510		00	10/19/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101		8,406.23
							VENDOR TOTAL *		.00	8,406.23
0000309	00	JOHNSON COUNTY SHERIFF'S OFFICE								
185605		005502		00	10/22/2021	001-2110-421.31-11	PRISONER BOARDING 3RD QTR		EFT:	3,055.00
							VENDOR TOTAL *		.00	3,055.00
0000108	00	K.C. BOBCAT INC								
19160208		005505		00	10/22/2021	001-6120-461.43-02	MOWER REPAIR		225.43	
							VENDOR TOTAL *		225.43	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.								
200005752		005507		00	10/22/2021	501-4130-441.46-01	KMU WORKSHOP		EFT:	375.00
							VENDOR TOTAL *		.00	375.00
0002489	00	KPERS								
1616521		005513		00	10/21/2021	721-0000-202.03-05	102121 PAY PERIOD	CHECK #: 112		714.56
1616511		005514		00	10/21/2021	721-0000-202.03-01	102121 PAY PERIOD	CHECK #: 112		105.25
1616519		005515		00	10/21/2021	721-0000-202.03-01	102121 PAY PERIOD	CHECK #: 112		39,138.42
							VENDOR TOTAL *		.00	39,958.23
0002490	00	KPF								
1616522		005511		00	10/21/2021	721-0000-202.03-05	102121 PAY PERIOD	CHECK #: 113		85.12
1616520		005512		00	10/21/2021	721-0000-202.03-02	102121 PAY PERIOD	CHECK #: 113		29,977.61
							VENDOR TOTAL *		.00	30,062.73
0004949	00	LEGAL RECORD, THE								
L93278		005502		00	10/22/2021	001-7110-471.47-01	LEGAL NOTICE		EFT:	7.87
							VENDOR TOTAL *		.00	7.87
0003579	00	MID-STATES MATERIALS LLC								
110894		005507		00	10/22/2021	521-4230-442.52-12	SUPPLIES		312.01	
110894		005507		00	10/22/2021	531-4330-443.52-12	SUPPLIES		312.02	
							VENDOR TOTAL *		624.03	
0000142	00	OLATHE WINWATER WORKS								
162939 00		005507		00	10/22/2021	521-4230-442.52-32	SUPPLIES		EFT:	4,800.00
165175 02		005507		00	10/22/2021	521-4230-442.52-12	SUPPLIES		EFT:	125.00
165803 00		005507		00	10/22/2021	521-4230-442.52-12	SUPPLIES		EFT:	339.00
165811 00		005507		00	10/22/2021	521-4230-442.52-12	SUPPLIES		EFT:	604.00
							VENDOR TOTAL *		.00	5,868.00
0000256	00	OTTAWA COOP								

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
0000256	00	OTTAWA COOP							
46397 0921		005502		00	10/22/2021	001-3120-431.52-09	DIESEL FUEL	EFT:	14.28
							VENDOR TOTAL *	.00	14.28
0001569	00	PAYCOR, INC							
INV02752564		005517		00	10/18/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	691.85
							VENDOR TOTAL *	.00	691.85
0000149	00	PRAXAIR DISTRIBUTION INC							
66375532		005504		00	10/22/2021	001-6120-461.44-02	MONTHLY BILLING	EFT:	100.17
66366311		005506		00	10/22/2021	001-6130-461.52-20	MONTHLY BILLING	EFT:	64.12
							VENDOR TOTAL *	.00	164.29
0004198	00	PROTECT YOUTH SPORTS							
640468QB		005502		00	10/22/2021	001-6110-461.47-53	ANNUAL HOSTING FEE	EFT:	399.00
							VENDOR TOTAL *	.00	399.00
0000948	00	ROSE, SHARON							
2021 CCMFOA		005483		00	10/22/2021	001-1150-411.46-01	CITY CLERK TRAINING	321.44	
							VENDOR TOTAL *	321.44	
0004830	00	SECURITY BANKCARD CENTER							
09/2021		005198		00	10/19/2021	001-1120-411.47-02	THE UPS STORE 5784	EFT:	1,571.35
09/2021		005190		00	10/19/2021	001-1130-411.31-15	CANVA I03172-0850269	EFT:	12.95
09/2021		005192		00	10/19/2021	001-1140-411.47-02	THE GALLERY COLLECTION	EFT:	125.42
09/2021		005193		00	10/19/2021	001-1140-411.47-04	USPS PO 1933770514	EFT:	1.56
09/2021		005194		00	10/19/2021	001-1140-411.52-20	STAPLS7339681657000001	EFT:	70.18
09/2021		005195		00	10/19/2021	001-1140-411.52-20	STAPLS7339681657000002	EFT:	30.49
09/2021		005196		00	10/19/2021	001-1140-411.46-05	YOURMEMBER-CAREERS	EFT:	75.00
09/2021		005197		00	10/19/2021	001-1305-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	135.00
09/2021		005199		00	10/19/2021	001-1305-413.46-01	WSU MARKETPLACE	EFT:	250.00
09/2021		005200		00	10/19/2021	001-1310-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	65.00
09/2021		005212		00	10/19/2021	001-2110-421.46-01	FSP KANSAS ASSOCIATION OF	EFT:	31.00
09/2021		005223		00	10/19/2021	001-2110-421.52-20	LYNN CARD COMPANY	EFT:	87.95
09/2021		005230		00	10/19/2021	001-2110-421.52-20	AMZN MKTP US 2513J7Y82	EFT:	59.95
09/2021		005232		00	10/19/2021	001-2110-421.52-20	AMZN MKTP US 2G8HS94A2	EFT:	59.89
09/2021		005237		00	10/19/2021	001-2110-421.52-20	AMZN MKTP US 2C09B6J62	EFT:	59.97
09/2021		005239		00	10/19/2021	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	109.70
09/2021		005241		00	10/19/2021	001-2110-421.52-20	AMAZON.COM 2G2602GI1	EFT:	47.86
09/2021		005213		00	10/19/2021	001-2120-421.46-01	HILTON GARDEN INN WEST DE	EFT:	114.45
09/2021		005214		00	10/19/2021	001-2120-421.46-01	HILTON GARDEN INN WEST DE	EFT:	114.45
09/2021		005215		00	10/19/2021	001-2120-421.52-20	BATTERIES+BULBS #259	EFT:	101.85
09/2021		005216		00	10/19/2021	001-2120-421.52-20	MURPHY TROPHY AND ENGRAVI	EFT:	5.00
09/2021		005217		00	10/19/2021	001-2120-421.52-20	WALGREENS #10150	EFT:	99.44
09/2021		005218		00	10/19/2021	001-2120-421.43-05	TRAILS WEST ACE HDWE	EFT:	71.96
09/2021		005219		00	10/19/2021	001-2120-421.43-05	VSP TIREHUB LLC	EFT:	523.36
09/2021		005220		00	10/19/2021	001-2120-421.52-20	ANI-PALS PET RESORT	EFT:	99.00
09/2021		005221		00	10/19/2021	001-2120-421.52-20	ANI-PALS PET RESORT	EFT:	99.00-
09/2021		005222		00	10/19/2021	001-2120-421.52-20	ANI-PALS PET RESORT	EFT:	99.00
09/2021		005224		00	10/19/2021	001-2120-421.52-20	DRONE NERDS	EFT:	567.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
09/2021		005225		00	10/19/2021	001-2120-421.46-01	COMMAND PRESENCE	EFT:	160.00-
09/2021		005226		00	10/19/2021	001-2120-421.46-01	STREETCOP	EFT:	125.00-
09/2021		005227		00	10/19/2021	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	34.58
09/2021		005228		00	10/19/2021	001-2120-421.52-20	CHICK-FIL-A #04230	EFT:	253.78
09/2021		005229		00	10/19/2021	001-2120-421.52-20	AMZN MKTP US 259U59QS2	EFT:	12.69
09/2021		005231		00	10/19/2021	001-2120-421.46-01	COMBINED SYSTEMS INC	EFT:	440.00
09/2021		005233		00	10/19/2021	001-2120-421.52-20	AMZN MKTP US 2G5819S11	EFT:	66.99
09/2021		005234		00	10/19/2021	001-2120-421.52-20	AMAZON.COM 2G6PD8KE0 AMZN	EFT:	34.99
09/2021		005235		00	10/19/2021	001-2120-421.52-20	PAYPAL RADAR SHOP	EFT:	66.00
09/2021		005236		00	10/19/2021	001-2120-421.46-01	POLICE RECORDS MGMT	EFT:	299.00
09/2021		005238		00	10/19/2021	001-2120-421.46-01	JOHNNYS BBQ OLATHE	EFT:	295.22
09/2021		005240		00	10/19/2021	001-2120-421.43-05	AMZN MKTP US 2G27953P0	EFT:	9.68
09/2021		005242		00	10/19/2021	001-2120-421.53-02	AMZN MKTP US 2G50Q9WC2	EFT:	35.36
09/2021		005243		00	10/19/2021	001-2120-421.53-02	GALLS	EFT:	275.69
09/2021		005244		00	10/19/2021	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	18.83
09/2021		005247		00	10/19/2021	001-3116-431.52-20	AMZN MKTP US 2G6N995F2	EFT:	48.44
09/2021		005248		00	10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	7.99
09/2021		005249		00	10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	31.74
09/2021		005251		00	10/19/2021	001-3116-431.52-20	AUTOZONE #3781	EFT:	11.34
09/2021		005263		00	10/19/2021	001-3116-431.52-20	TRAILS WEST ACE HDWE	EFT:	23.99
09/2021		005266		00	10/19/2021	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	23.98
09/2021		005267		00	10/19/2021	001-3116-431.52-04	OREILLY AUTO PARTS 354	EFT:	5.60
09/2021		005255		00	10/19/2021	001-3120-431.43-02	OREILLY AUTO PARTS 354	EFT:	121.17
09/2021		005258		00	10/19/2021	001-3120-431.43-02	KC BOBCAT	EFT:	158.85
09/2021		005259		00	10/19/2021	001-3120-431.43-02	COLEMAN EQUIPMENT BONNER	EFT:	71.44
09/2021		005260		00	10/19/2021	001-3120-431.43-02	BIG O 16001 - GARDNER	EFT:	185.14
09/2021		005261		00	10/19/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	56.97
09/2021		005262		00	10/19/2021	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	94.39
09/2021		005264		00	10/19/2021	001-3120-431.52-16	SMITTYS LAWN & GARDEN EQU	EFT:	64.80
09/2021		005265		00	10/19/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	12.80
09/2021		005268		00	10/19/2021	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	35.72
09/2021		005275		00	10/19/2021	001-3120-431.46-01	MARRIOTT ST.LOUISGRAND	EFT:	874.96
09/2021		005276		00	10/19/2021	001-3120-431.53-02	AUTOMOTIVE WORKWEAR INC	EFT:	164.02
09/2021		005277		00	10/19/2021	001-3120-431.52-08	CARTER WATERS	EFT:	192.56
09/2021		005278		00	10/19/2021	001-3120-431.53-02	FASTENAL COMPANY 01KSKA3	EFT:	36.81
09/2021		005279		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005280		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005281		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005282		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005283		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005284		00	10/19/2021	001-3120-431.52-08	SHERWIN WILLIAMS 707568	EFT:	27.64
09/2021		005285		00	10/19/2021	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	209.98
09/2021		005286		00	10/19/2021	001-3120-431.52-08	BLEDSOE RENTALS	EFT:	356.50
09/2021		005287		00	10/19/2021	001-3120-431.53-02	E EDWARDS WORK WEAR (OLA	EFT:	233.96
09/2021		005288		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005289		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005290		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005291		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005292		00	10/19/2021	001-3120-431.46-01	JCCC CONTEDUCATION	EFT:	150.00-

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
09/2021		005293		00	10/19/2021	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	3.84
09/2021		005245		00	10/19/2021	001-3130-431.52-20	AMAZON.COM 2592B9JV2 AMZN	EFT:	36.24
09/2021		005246		00	10/19/2021	001-3130-431.52-20	AMZN MKTP US 2G6N995F2	EFT:	6.90
09/2021		005257		00	10/19/2021	001-3130-431.52-04	BIG O 16001 - GARDNER	EFT:	818.96
09/2021		005431		00	10/19/2021	001-6105-461.52-20	STAPLES DIRECT	EFT:	117.02
09/2021		005442		00	10/19/2021	001-6105-461.46-02	AMAZON PRIME	EFT:	12.99-
09/2021		005415		00	10/19/2021	001-6110-461.54-51	AMAZON.COM 251E05QX1 AMZN	EFT:	6.15
09/2021		005417		00	10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	27.30
09/2021		005418		00	10/19/2021	001-6110-461.54-51	WM SUPERCENTER #4475	EFT:	30.94
09/2021		005419		00	10/19/2021	001-6110-461.54-51	WAL-MART #0577	EFT:	70.96
09/2021		005421		00	10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	36.20
09/2021		005422		00	10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	18.21
09/2021		005423		00	10/19/2021	001-6110-461.54-51	AMZN MKTP US 2G3AX1Z30	EFT:	127.88
09/2021		005424		00	10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C4KC3F12 AM	EFT:	34.97
09/2021		005425		00	10/19/2021	001-6110-461.54-51	THE HOME DEPOT 2201	EFT:	343.96
09/2021		005426		00	10/19/2021	001-6110-461.54-51	THE HOME DEPOT 2218	EFT:	221.78
09/2021		005427		00	10/19/2021	001-6110-461.54-51	THE HOME DEPOT #2218	EFT:	129.00
09/2021		005428		00	10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C6EX2MC0	EFT:	59.97
09/2021		005429		00	10/19/2021	001-6110-461.54-51	AMZN MKTP US 2C6EX2MC0	EFT:	439.78
09/2021		005430		00	10/19/2021	001-6110-461.54-51	FACEBK SSCY36KPA2	EFT:	24.00
09/2021		005432		00	10/19/2021	001-6110-461.54-51	FACTORYOUTLETSTORE LLC	EFT:	474.90
09/2021		005436		00	10/19/2021	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	11.88
09/2021		005437		00	10/19/2021	001-6110-461.54-51	WAL-MART #5307	EFT:	9.63
09/2021		005438		00	10/19/2021	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	99.80
09/2021		005439		00	10/19/2021	001-6110-461.54-51	BLAZERS	EFT:	8.68
09/2021		005440		00	10/19/2021	001-6110-461.54-51	BLAZERS	EFT:	100.74
09/2021		005441		00	10/19/2021	001-6110-461.54-51	WM SUPERCENTER #5307	EFT:	29.10
09/2021		005443		00	10/19/2021	001-6110-461.54-51	THE WEBSTAURANT STORE INC	EFT:	593.11
09/2021		005444		00	10/19/2021	001-6110-461.54-51	AMAZON.COM 2C9SH2LP0 AMZN	EFT:	240.45
09/2021		005445		00	10/19/2021	001-6110-461.47-53	WAL-MART #5307	EFT:	13.98
09/2021		005446		00	10/19/2021	001-6110-461.52-15	AMAZON.COM 2C7243N12	EFT:	20.00
09/2021		005447		00	10/19/2021	001-6110-461.54-51	PRICE CHOPPER #117	EFT:	220.51
09/2021		005473		00	10/19/2021	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	15.84
09/2021		005475		00	10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	123.86
09/2021		005477		00	10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	1,300.00
09/2021		005478		00	10/19/2021	001-6110-461.54-51	ORSCHELN FARM AND HOME ST	EFT:	549.98
09/2021		005479		00	10/19/2021	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	10.47
09/2021		005269		00	10/19/2021	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	66.92
09/2021		005433		00	10/19/2021	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	92.03
09/2021		005435		00	10/19/2021	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
09/2021		005451		00	10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	72.02
09/2021		005452		00	10/19/2021	001-6120-461.43-02	OLATHE ARMATURE LLC	EFT:	95.00
09/2021		005453		00	10/19/2021	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	19.00
09/2021		005454		00	10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	19.98
09/2021		005455		00	10/19/2021	001-6120-461.43-02	AUTOZONE #3781	EFT:	20.09
09/2021		005456		00	10/19/2021	001-6120-461.53-02	ORSCHELN FARM AND HOME ST	EFT:	64.95
09/2021		005457		00	10/19/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	95.97
09/2021		005458		00	10/19/2021	001-6120-461.43-02	NORRIS EQUIPMENT CO LLC	EFT:	89.61
09/2021		005459		00	10/19/2021	001-6120-461.43-02	KC BOBCAT	EFT:	266.60

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							
09/2021		005460		00	10/19/2021	001-6120-461.52-01	CES 491	EFT:	90.00
09/2021		005463		00	10/19/2021	001-6120-461.43-02	OREILLY AUTO PARTS 354	EFT:	9.90
09/2021		005464		00	10/19/2021	001-6120-461.43-02	BIG O 16001 - GARDNER	EFT:	20.00
09/2021		005465		00	10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	23.69
09/2021		005466		00	10/19/2021	001-6120-461.52-01	SHERWIN WILLIAMS 707568	EFT:	56.23
09/2021		005467		00	10/19/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	169.63
09/2021		005468		00	10/19/2021	001-6120-461.52-01	LOWES #00721	EFT:	13.44
09/2021		005469		00	10/19/2021	001-6120-461.52-01	CONSTRUCTION MATERIALS	EFT:	2.99
09/2021		005470		00	10/19/2021	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	29.97
09/2021		005471		00	10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	40.98
09/2021		005472		00	10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	28.99
09/2021		005474		00	10/19/2021	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	5.94
09/2021		005476		00	10/19/2021	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	43.99
09/2021		005416		00	10/19/2021	001-6130-461.52-20	WAL-MART #5307	EFT:	78.94
09/2021		005420		00	10/19/2021	001-6130-461.52-20	WAL-MART #5307	EFT:	21.50
09/2021		005434		00	10/19/2021	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
09/2021		005461		00	10/19/2021	001-6130-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	125.94
09/2021		005462		00	10/19/2021	001-6130-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	221.98
09/2021		005480		00	10/19/2021	001-7110-471.46-01	PAYPAL NE PLANZONE	EFT:	190.00
09/2021		005481		00	10/19/2021	001-7110-471.46-01	COUNTRY INN AND SUITES	EFT:	288.00
09/2021		005254		00	10/19/2021	001-7120-471.52-04	OREILLY AUTO PARTS 354	EFT:	18.00-
09/2021		005256		00	10/19/2021	001-7120-471.52-04	OREILLY AUTO PARTS 354	EFT:	152.39
09/2021		005306		00	10/19/2021	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
09/2021		005314		00	10/19/2021	501-4110-441.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021		005330		00	10/19/2021	501-4110-441.47-02	THE UPS STORE 5784	EFT:	25.58
09/2021		005343		00	10/19/2021	501-4110-441.46-02	AMERICAN PUBLIC POWER AS	EFT:	1,200.00
09/2021		005309		00	10/19/2021	501-4120-441.31-15	THE UPS STORE 5784	EFT:	14.41
09/2021		005310		00	10/19/2021	501-4120-441.52-12	RADWELL INTERNATIONAL	EFT:	1,011.38
09/2021		005311		00	10/19/2021	501-4120-441.52-13	MSC	EFT:	136.78
09/2021		005312		00	10/19/2021	501-4120-441.52-02	TRAILS WEST ACE HDWE	EFT:	36.12
09/2021		005313		00	10/19/2021	501-4120-441.52-20	WAL-MART #5307	EFT:	9.72
09/2021		005317		00	10/19/2021	501-4130-441.52-02	ACMETOOLS.COM	EFT:	500.21
09/2021		005319		00	10/19/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	383.55
09/2021		005322		00	10/19/2021	501-4130-441.53-02	GRAINGER	EFT:	478.60
09/2021		005323		00	10/19/2021	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	180.00
09/2021		005326		00	10/19/2021	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	219.19
09/2021		005328		00	10/19/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	34.00
09/2021		005332		00	10/19/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	28.22
09/2021		005333		00	10/19/2021	501-4130-441.52-02	CARTER WATERS	EFT:	92.61
09/2021		005334		00	10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	46.77
09/2021		005335		00	10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	4.16
09/2021		005336		00	10/19/2021	501-4130-441.52-09	OLATHE FORD RV CENTER PA	EFT:	28.30
09/2021		005337		00	10/19/2021	501-4130-441.52-04	HARBOR FREIGHT TOOLS 619	EFT:	16.41
09/2021		005338		00	10/19/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	22.69
09/2021		005339		00	10/19/2021	501-4130-441.52-04	TRACTOR-SUPPLY-CO #0348	EFT:	9.84
09/2021		005340		00	10/19/2021	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	54.70
09/2021		005341		00	10/19/2021	501-4130-441.52-20	WAL-MART #5307	EFT:	3.81
09/2021		005342		00	10/19/2021	501-4130-441.46-01	KANSAS TURNPIKE AUTHORIT	EFT:	7.80
09/2021		005344		00	10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84

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							
09/2021		005345		00	10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84
09/2021		005346		00	10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84
09/2021		005347		00	10/19/2021	501-4130-441.46-01	FAIRFIELD INN & SUITES	EFT:	221.84
09/2021		005272		00	10/19/2021	521-4220-442.52-04	BRETS AUTOWORKS 0000522	EFT:	270.90
09/2021		005274		00	10/19/2021	521-4220-442.52-04	OREILLY AUTO PARTS 354	EFT:	16.97
09/2021		005329		00	10/19/2021	521-4220-442.53-02	NGROS WSTRN STR#2 INC	EFT:	211.48
09/2021		005348		00	10/19/2021	521-4220-442.52-12	OREILLY AUTO PARTS 354	EFT:	5.72
09/2021		005349		00	10/19/2021	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	67.96
09/2021		005350		00	10/19/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	9.98
09/2021		005351		00	10/19/2021	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	38.97
09/2021		005352		00	10/19/2021	521-4220-442.52-02	ORSCHELN FARM AND HOME ST	EFT:	17.59
09/2021		005353		00	10/19/2021	521-4220-442.52-01	BLUE VALLEY TRACTOR & SUP	EFT:	89.36
09/2021		005354		00	10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	39.80
09/2021		005355		00	10/19/2021	521-4220-442.52-20	WM SUPERCENTER #5307	EFT:	35.89
09/2021		005356		00	10/19/2021	521-4220-442.52-20	PRICE CHOPPER #117	EFT:	18.46
09/2021		005357		00	10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	199.99
09/2021		005358		00	10/19/2021	521-4220-442.52-20	QUEENS PRICE CHOPPER #7	EFT:	31.93
09/2021		005359		00	10/19/2021	521-4220-442.52-01	TRI STAR SEED CO INC	EFT:	513.78
09/2021		005360		00	10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	46.82
09/2021		005361		00	10/19/2021	521-4220-442.52-01	ORSCHELN FARM AND HOME ST	EFT:	39.99
09/2021		005362		00	10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	46.82
09/2021		005363		00	10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	59.96
09/2021		005364		00	10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	88.64
09/2021		005365		00	10/19/2021	521-4220-442.52-12	FASTENAL COMPANY 01KSKA3	EFT:	19.83
09/2021		005366		00	10/19/2021	521-4220-442.52-02	OREILLY AUTO PARTS 354	EFT:	34.99
09/2021		005367		00	10/19/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	8.00-
09/2021		005368		00	10/19/2021	521-4220-442.52-20	THE HOME DEPOT 2218	EFT:	315.82
09/2021		005369		00	10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	40.88
09/2021		005370		00	10/19/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	35.93
09/2021		005252		00	10/19/2021	521-4230-442.43-05	AUTOZONE #3781	EFT:	350.15
09/2021		005253		00	10/19/2021	521-4230-442.43-05	AUTOZONE #3781	EFT:	90.00-
09/2021		005270		00	10/19/2021	521-4230-442.43-02	TRAILS WEST ACE HDWE	EFT:	2.95
09/2021		005271		00	10/19/2021	521-4230-442.43-02	TRAILS WEST ACE HDWE	EFT:	12.00
09/2021		005305		00	10/19/2021	521-4230-442.52-20	STAPLS7338439019000001	EFT:	25.99
09/2021		005307		00	10/19/2021	521-4230-442.52-20	STAPLS7339669712000001	EFT:	35.57
09/2021		005308		00	10/19/2021	521-4230-442.52-20	STAPLS7340004984000001	EFT:	30.64
09/2021		005315		00	10/19/2021	521-4230-442.53-02	CORPORATE CASUALS - 2	EFT:	58.47
09/2021		005318		00	10/19/2021	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	79.98
09/2021		005320		00	10/19/2021	521-4230-442.53-02	DESIGN 4 SPORTS	EFT:	76.50
09/2021		005324		00	10/19/2021	521-4230-442.53-02	NGROS WSTRN STR#2 INC	EFT:	287.88
09/2021		005327		00	10/19/2021	521-4230-442.53-02	DESIGN 4 SPORTS	EFT:	17.00
09/2021		005371		00	10/19/2021	521-4230-442.52-04	ORSCHELN FARM AND HOME ST	EFT:	224.94
09/2021		005372		00	10/19/2021	521-4230-442.52-04	TRAILS WEST ACE HDWE	EFT:	63.75
09/2021		005373		00	10/19/2021	521-4230-442.52-04	TRAILS WEST ACE HDWE	EFT:	220.98
09/2021		005374		00	10/19/2021	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	6.95
09/2021		005375		00	10/19/2021	521-4230-442.52-02	TRAILS WEST ACE HDWE	EFT:	19.18
09/2021		005376		00	10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	91.96-
09/2021		005377		00	10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	42.00
09/2021		005379		00	10/19/2021	521-4230-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	91.96

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							
09/2021		005380		00	10/19/2021	521-4230-442.40-03	INTEGRITY CSI	EFT:	20.65
09/2021		005381		00	10/19/2021	521-4230-442.52-12	WM SUPERCENTER #5307	EFT:	14.52
09/2021		005383		00	10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	22.47
09/2021		005384		00	10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	23.24
09/2021		005385		00	10/19/2021	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	27.46
09/2021		005386		00	10/19/2021	521-4230-442.52-12	HARBOR FREIGHT TOOLS 619	EFT:	77.94
09/2021		005387		00	10/19/2021	521-4230-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	151.96
09/2021		005388		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005389		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005390		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00
09/2021		005394		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005395		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005396		00	10/19/2021	521-4230-442.46-01	JCCC CONTEDUCATION	EFT:	150.00-
09/2021		005273		00	10/19/2021	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	12.80
09/2021		005331		00	10/19/2021	531-4320-443.46-02	KDHE BUREAU OF AIR	EFT:	60.00
09/2021		005397		00	10/19/2021	531-4320-443.52-02	AMZN MKTP US 258QD6HP0	EFT:	10.99
09/2021		005398		00	10/19/2021	531-4320-443.52-12	OREILLY AUTO PARTS 354	EFT:	55.13
09/2021		005399		00	10/19/2021	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	36.96
09/2021		005400		00	10/19/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	7.99
09/2021		005401		00	10/19/2021	531-4320-443.52-12	OREILLY AUTO PARTS 354	EFT:	114.27
09/2021		005402		00	10/19/2021	531-4320-443.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021		005403		00	10/19/2021	531-4320-443.46-01	CAPITAL PLAZA	EFT:	330.63
09/2021		005404		00	10/19/2021	531-4320-443.52-02	TRAILS WEST ACE HDWE	EFT:	63.97
09/2021		005405		00	10/19/2021	531-4320-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	94.99
09/2021		005406		00	10/19/2021	531-4320-443.52-20	FASTENAL COMPANY 01KSKA3	EFT:	136.66
09/2021		005407		00	10/19/2021	531-4320-443.52-12	NORTHERN TOOL EQUIP	EFT:	309.99
09/2021		005408		00	10/19/2021	531-4320-443.52-20	WAL-MART #5307	EFT:	41.51
09/2021		005409		00	10/19/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	6.19
09/2021		005304		00	10/19/2021	531-4330-443.52-20	STAPLS7338331697000001	EFT:	76.62
09/2021		005316		00	10/19/2021	531-4330-443.53-02	CORPORATE CASUALS - 2	EFT:	58.48
09/2021		005321		00	10/19/2021	531-4330-443.52-02	DESIGN 4 SPORTS	EFT:	76.50
09/2021		005325		00	10/19/2021	531-4330-443.53-02	NGROS WSTRN STR#2 INC	EFT:	287.88
09/2021		005378		00	10/19/2021	531-4330-443.52-20	MID-STATES RENTAL (GARDNE	EFT:	42.00
09/2021		005382		00	10/19/2021	531-4330-443.52-02	ORSCHELN FARM AND HOME ST	EFT:	42.99
09/2021		005391		00	10/19/2021	531-4330-443.53-02	FASTENAL COMPANY 01KSKA3	EFT:	45.16
09/2021		005392		00	10/19/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	18.98
09/2021		005393		00	10/19/2021	531-4330-443.43-02	THE UPS STORE 5784	EFT:	81.26
09/2021		005410		00	10/19/2021	551-4520-445.43-04	TRAILS WEST ACE HDWE	EFT:	7.84
09/2021		005411		00	10/19/2021	551-4520-445.52-04	OREILLY AUTO PARTS 354	EFT:	42.46
09/2021		005412		00	10/19/2021	551-4520-445.52-04	ORSCHELN FARM AND HOME ST	EFT:	54.98
09/2021		005413		00	10/19/2021	551-4520-445.52-04	ORSCHELN FARM AND HOME ST	EFT:	15.00-
09/2021		005414		00	10/19/2021	551-4520-445.52-20	TRAILS WEST ACE HDWE	EFT:	13.98
09/2021		005191		00	10/19/2021	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	325.49
09/2021		005201		00	10/19/2021	601-1230-412.31-15	AMZN MKTP US 2C5O59QK1	EFT:	289.99
09/2021		005448		00	10/19/2021	601-1230-412.52-20	WM SUPERCENTER #5307	EFT:	20.00
09/2021		005449		00	10/19/2021	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	125.04
09/2021		005450		00	10/19/2021	601-1230-412.46-01	SQ PLANET SUB GARD	EFT:	1,575.27
09/2021		005207		00	10/19/2021	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	1.00
09/2021		005208		00	10/19/2021	602-1340-413.52-20	AMZN MKTP US 2G8J16LN2	EFT:	50.89

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
09/2021		005209		00	10/19/2021	602-1340-413.52-20	TRAILS WEST ACE HDWE	EFT:	26.27
09/2021		005210		00	10/19/2021	602-1340-413.52-20	AMZN MKTP US 2C69T7LM2	EFT:	57.76
09/2021		005211		00	10/19/2021	602-1340-413.52-20	MICRO CENTER #191 RETAIL	EFT:	155.95
09/2021		005294		00	10/19/2021	603-3150-431.52-01	EWING IRRIGATION PRD 48	EFT:	7.43
09/2021		005295		00	10/19/2021	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	43.94
09/2021		005296		00	10/19/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	3.37
09/2021		005297		00	10/19/2021	603-3150-431.52-01	THE UPS STORE 5784	EFT:	51.99
09/2021		005298		00	10/19/2021	603-3150-431.52-01	GRAINGER	EFT:	85.48
09/2021		005299		00	10/19/2021	603-3150-431.52-02	ORSCHELN FARM AND HOME ST	EFT:	14.99
09/2021		005300		00	10/19/2021	603-3150-431.52-01	NORTHERN TOOL EQUIP	EFT:	58.96
09/2021		005301		00	10/19/2021	603-3150-431.52-02	TRAILS WEST ACE HDWE	EFT:	27.99
09/2021		005302		00	10/19/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	2.59
09/2021		005303		00	10/19/2021	603-3150-431.42-01	PRICE CHOPPER #117	EFT:	43.04
09/2021		005202		00	10/19/2021	604-1320-413.52-05	AMAZON.COM 2G2BG23V0	EFT:	98.91
09/2021		005203		00	10/19/2021	604-1320-413.52-20	STAPLS7339086720000001	EFT:	113.35
09/2021		005204		00	10/19/2021	604-1320-413.52-20	STAPLS7339086720001001	EFT:	16.15-
09/2021		005205		00	10/19/2021	604-1320-413.52-20	DAY-TIMER US	EFT:	19.90
09/2021		005206		00	10/19/2021	604-1320-413.52-20	STAPLS7340376697000001	EFT:	30.78
09/2021		005250		00	10/19/2021	604-1320-413.52-04	BIG O 16001 - GARDNER	EFT:	45.50
							VENDOR TOTAL *	.00	33,707.45
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
QTR 4 INVESTMEN		PI0573	007781	00	10/06/2021	105-1120-411.31-15	2021 4TH QTR INVESTMENT	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0001709	00	SPRINT							
403233312-238		005516		00	10/22/2021	001-1120-411.40-03	MONTHLY BILLING	EFT:	115.44
403233312-238		005516		00	10/22/2021	001-1140-411.40-03	MONTHLY BILLING	EFT:	38.48
403233312-238		005516		00	10/22/2021	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.48
403233312-238		005516		00	10/22/2021	001-3110-431.40-03	MONTHLY BILLING	EFT:	58.25
403233312-238		005516		00	10/22/2021	001-3116-431.40-03	MONTHLY BILLING	EFT:	27.01
403233312-238		005516		00	10/22/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	203.69
403233312-238		005516		00	10/22/2021	001-3130-431.40-03	MONTHLY BILLING	EFT:	38.48
403233312-238		005516		00	10/22/2021	001-6105-461.40-03	MONTHLY BILLING	EFT:	163.92
403233312-238		005516		00	10/22/2021	001-6120-461.40-03	MONTHLY BILLING	EFT:	303.24
403233312-238		005516		00	10/22/2021	001-7120-471.40-03	MONTHLY BILLING	EFT:	110.98
403233312-238		005516		00	10/22/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	125.44
403233312-238		005516		00	10/22/2021	501-4120-441.40-03	MONTHLY BILLING	EFT:	170.76
403233312-238		005516		00	10/22/2021	501-4130-441.40-03	MONTHLY BILLING	EFT:	190.79
403233312-238		005516		00	10/22/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	113.97
403233312-238		005516		00	10/22/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-238		005516		00	10/22/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	37.01
403233312-238		005516		00	10/22/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.98
403233312-238		005516		00	10/22/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	163.92
403233312-238		005516		00	10/22/2021	601-1230-412.40-03	MONTHLY BILLING	EFT:	38.48
403233312-238		005516		00	10/22/2021	602-1340-413.40-03	MONTHLY BILLING	EFT:	858.16
403233312-238		005516		00	10/22/2021	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.48
403233312-238		005516		00	10/22/2021	604-1320-413.40-03	MONTHLY BILLING	EFT:	170.79
							VENDOR TOTAL *	.00	3,146.75
0002903	00	STRICK & CO, 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
0002903	00	STRICK & CO, INC							
45193		005504		00	10/22/2021	001-6120-461.31-15	FIELD ENGINEERING	EFT:	422.50
45192		005502		00	10/22/2021	130-3130-431.62-04	188TH ROW RELEASE	EFT:	1,330.00
							VENDOR TOTAL *	.00	1,752.50
0004785	00	SUMNERONE, INC							
3009013		005503		00	10/22/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	51.14
							VENDOR TOTAL *	.00	51.14
0002055	00	TG TECHNICAL SERVICES							
22274		005507		00	10/22/2021	531-4330-443.52-04	SERVICE WORK	EFT:	180.00
							VENDOR TOTAL *	.00	180.00
0001126	00	VALIDITY SCREENING SOLUTIONS							
209784		005503		00	10/22/2021	601-1230-412.31-15	BACKGROUND CHECK	EFT:	82.25
							VENDOR TOTAL *	.00	82.25
0000366	00	WARDROBE CLEANERS INC.							
10162021		005503		00	10/22/2021	001-2120-421.42-02	DRY CLEANING	483.00	
							VENDOR TOTAL *	483.00	
0003221	00	WEX BANK							
74847424		005516		00	10/22/2021	501-4120-441.52-09	FUEL	EFT:	320.90
74847424		005516		00	10/22/2021	501-4130-441.52-09	FUEL	EFT:	1,879.03
74847424		005516		00	10/22/2021	521-4220-442.52-09	FUEL	EFT:	303.00
74847424		005516		00	10/22/2021	521-4230-442.52-09	FUEL	EFT:	1,110.37
74847424		005516		00	10/22/2021	531-4320-443.52-09	FUEL	EFT:	829.93
74847424		005516		00	10/22/2021	531-4330-443.52-09	FUEL	EFT:	480.87
							VENDOR TOTAL *	.00	4,924.10
							HAND ISSUED TOTAL ***		66,721.35
							EFT/EPAY TOTAL ***		184,725.42
							TOTAL EXPENDITURES ****	5,728.97	251,446.77
							GRAND TOTAL **********		257,175.74

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: NOVEMBER 1, 2021
STAFF CONTACT: STEVE SHUTE, MAYOR

Agenda Item: Consider an appointment to the Citizens Police Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Recommendation:

Consider appointing Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

Background/Description of Item:

The Citizens Police Advisory Committee currently has a vacated term set to expire in November 2023.

The interview team recommends the appointment of Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

Suggested Motion:

Appoint Steve Gallardo to the Citizens Police Advisory Committee with a term expiring November 2023.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the execution of a contract for the Prairie Trace West Sewer Interceptor Project

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a contract with Walters Excavating, LLC for the Prairie Trace West Sewer Interceptor Project.

Background/Description of Item:
The Prairie Trace West Sewer Interceptor project is part of the development agreement between the City of Gardner and the Grata developers. As part of the development agreement, the city is responsible for providing sanitary sewer to the development, including the main interceptors within the development. The west sewer interceptor is the main sanitary sewer line that will collect wastewater from the Treadway Apartments development. The commercial sites north of this interceptor will be installed at a future date when those properties are platted. This interceptor sewer is sized appropriately to collect flows of the apartment complex and commercial properties to the north towards 175th Street. This interceptor will connect into the Prairie Trace West Lift Station to be pumped via force main west of I-35 into the existing wastewater system.

The Invitation for Bids was advertised on the city's website, Drexel website, and published in *The Legal Record.* A total of four (4) companies responded.

Vendor	Total Cost
Pro Design Contractors, LLC	$265,749.00
Amino Brothers	$214,552.55
Linaweaver Construction Inc.	$205,502.20
Walters Excavating, LLC	$154,755.00
Engineer's Estimate	$194,158.00

Staff reviewed the bid package presented by Walters Excavating and they meet all of the requirements set out in the Invitation to Bid. Walters Excavating is qualified to implement the project and meet the timelines required to perform this project.

Financial Impact:
The Prairie Trace sewer improvements will be financed with general obligation bonds and debt service payments will come from the Wastewater Fund.

Attachments included:

a. Walters Excavating bid package
b. Proposed sanitary sewer plan

Suggested Motion:

Authorize the City Administrator to execute a contract with Walters Excavating, LLC for the Prairie Trace West Sewer Interceptor Project, in an amount not to exceed $154,755.00.

GARDNER KANSAS

BID FORM

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
1	6" PVC SDR -26	83	LF	60.00	4980.00
2	8" PVC SDR-26	711	LF	65.00	46215.00
3	10" PVC SDR-26	634	LF	75.00	47550.00
4	10"X6" TEES	4	EA	400.00	1600.00
5	8"X6" TEE	4	EA	100.00	400.00
6	STD. 4' DIA. MANHOLE	6	EA	4300.00	25800.00
7	EXTRA DEPTH IN MANHOLE	55.1	VF	100.00	5510.00
8	INSTALL AND MAINTAIN EROSION CONTROL	1	LS	9200.00	9200.00
9	CONSTRUCTION STAKING	1	LS	3500.00	3500.00
10	MOBILIZATION	1	LS	0	0
11	OWNER FORCE ACCOUNT	1	LS	$10,000.00	$10,000.00
12					
13					
14					
				TOTAL	154755.00

TIME FOR COMPLETION Substantial completion shall be achieved **90** days from Notice of Award. Final completion shall be achieved **21** days hereafter.

Authorized Signature: _____ Date: 10-8-2021

Name and Title: Dustin Walters, VP

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)

(seal, if any)

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

My commission expires: 05/13/2024

GARDNER KANSAS

PROPOSER'S AFFIDAVIT

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

Please type or print:

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

Address: 24060 K68 Hwy

City/State/Zip: Paola, KS 66071

Contact Person: Dustin Walters

Phone: 913-530-6811 Email: waltersexcavating@gmail.com

Federal ID #: 201166942

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

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

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

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each): Addendum No.: 1 Dated: 10-4-21
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

Authorized Signature: _____ Date: 10-8-2021
VP (Title)

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther (seal, if any)
(Signature of Notary Public)
My commission expires: 05/13/2024

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

ADDENDUM NO. 1

Prairie Trace West Interceptor

DATE: OCTOBER 4, 2021

THIS ADDENDUM ADDRESSES THE FOLLOWING:

1. **QUESTIONS / CLARIFICATIONS:**

Q. The detail in the drawing shows CA-5 Backfill on street crossings. I was curious if this was a requirement or is the compacted backfill of onsite materials deemed acceptable. Also, (for clarification) are the paved areas of the apartment complex (private) considered street crossings or just the future 178th Street.

A. City detail 60-3 shall be used under future 178th street to 4' back of curb. All other backfill shall be compacted to 95% of optimum moisture content, per General Note G on the cover sheet. Compaction testing shall be provided by the contractor per general note Q.

END OF ADDENDUM NO. 1

ACKNOWLEDGEMENT BY BIDDER
Each Bidder shall acknowledge receipt of Addendum No. 1 in the space provided below:

Contractor Signature

10/5/21
Date

Contractor Company Name: Walters Excavating LLC

GARDNER KANSAS

BID BOND

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

KNOW ALL MEN BY THESE PRESENTS, that Walters Excavating, LLC as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc. a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Fifteen Thousand or Five percent of bid Dollars ($ 15,000 or 5 %), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

PROJECT: PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

Signed and sealed this/her 8th day of October, 2021.

Walters Excavating, LLC

[SEAL] [Contractor/Principal]

Dustin Walters, VP
[Title]

ATTEST:

[Secretary]

Merchants National Bonding, Inc.

[Surety Company]

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

Ronda A. Kanicki

By: _____
Daniel B. McCarville
[Attorney-in-fact]

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,
Daniel B McCarville; Darin Johnson; Maria Dressman; Megan Rae Long; Melvin L Kueser; Tyler Wigger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of September 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October , .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

   Name: Walters Excavating LLC

   Address: 24060 K 68 Hwy, Paola, KS 66071

   Phone/Fax/Email: 913-294-2744/913-273-1544/waltersexcavating@gmail.com

2. Years in business 33

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

   See attachment

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

   i. Name of Client: Grata Development LLC Date of Project: 11/20-2021

   Contact Person: Travis Schram/Marcia Bergin Phone: 913-226-3204

   Description of Project: Prairie Trace Estates & Meadows/sitework/utilities

   ii. Name of Client: Builder Stone and Masonry LLC Date of Project: 7/20-3/21

   Contact Person: Brandon Becker Phone: 913-764-4446

   Description of Project: Piper Creek Estates/Sitework & Utilities

   iii. Name of Client: Summit Homes Date of Project: 8/2020

   Contact Person: Travis Ruf Phone: 816-246-6700

   Description of Project: Foxwood Ranch 2nd Plat PH 1/sitework & utilities

	Equipment				
Equip #	**Equipment/Description**				
101	2016	F250 Super Duty			
102	2007	Chevy Pickup			
103	2020	2500 Limited 4x4 Crew Cab			
104	2017	Dodge Ram 5500 Truck			
300	2007	F750 Ford Work Truck			
301	2001	Kenworth Water Truck			
302	1998	Kenworth Dump Truck			
303					
304					
305					
306	2019	Kenworth Tractor T880			
307	2017	Volvo ADT A30G			
308	2018	Volvo ADT A30G			
400	2021	D61EXI-24 Komatsu Dozer w/hitch, Base/Rover			
401	2006	550J John Deere Dozer			
402	2016	Komatsu Dozer 61 PXI			
403		Ripper-U for Dozer			
420	2020	JD 772G Motor Grader			
500	2006	544J John Deere Loader			
501	2018	Hammer Hydraulic Breaker			V2500
502	2018	JD 624K-II Loader			
600	2013	Bobcat Skidsteer			
701	2016	Komatsu PC290LC			
702	2016	Komatsu PC360LCi-11			bkts purchased
703	2018	PC390LCi-11			
800	2006	3307P Hamm Roller			
801	2004	3307 Hamm Roller			
804	2017	Hamm Roller H12			
1000					
1001	1987	Great Dane Trailer			
1002	1993	Belshe Trailer			
1003	2003	Hillsboro Trailer			
1005	1996	Monon Box Trailer		48'	
1006	2018	Trail King Trailer (lowboy)			Rec June
1200	2015	GPS	60 Leica		
1201	2015	Breaker			
1202	2017	Topcon FC5000,Data Collector,Pos S			
		Shop Tools and Miscellaneous			

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

Role:	Names:	Years experience:
Project Manager:	Dustin Walters	20
Superintendent:	Delbert Walters	33
Foreman:	Dylan McKinney	8
Other Personnel:	Justin Spring	18

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

Subcontractor	Address	Phone #	Type/Scope of Work
na			

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

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

Authorized Signature: _____ Date: 10-8-2021
VP (Title)

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)
My commission expires: 05/13/2024

(seal, if any)

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

GARDNER
KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

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

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

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

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

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

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

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

DATE: 10-8-2021

Walters Excavating LLC/Dustin Walters
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

Vice President
(Official Title of Signer)

GARDNER KANSAS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

STATE OF Kansas)
COUNTY OF Miami)

Dustin Walters, being first duly sworn deposes and says that:

(1) He is Vice President of Walters Excavating LLC, the Bidder that has submitted the attached Bid;

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

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

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

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

By: Walters Excavating LLC

Name: Dustin Walters

Title: Vice President

Bidder: Dustin Walters

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)

(seal, if any)

My commission expires: 05/13/2024

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

GARDNER KANSAS

BID FORM

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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3	10" PVC SDR-26	634	LF	75.00	47550.00
4	10"X6" TEES	4	EA	400.00	1600.00
5	8"X6" TEE	4	EA	100.00	400.00
6	STD. 4' DIA. MANHOLE	6	EA	4300.00	25800.00
7	EXTRA DEPTH IN MANHOLE	55.1	VF	100.00	5510.00
8	INSTALL AND MAINTAIN EROSION CONTROL	1	LS	9200.00	9200.00
9	CONSTRUCTION STAKING	1	LS	3500.00	3500.00
10	MOBILIZATION	1	LS	0	0
11	OWNER FORCE ACCOUNT	1	LS	$10,000.00	$10,000.00
12					
13					
14					
				TOTAL	154755.00

TIME FOR COMPLETION Substantial completion shall be achieved **90** days from Notice of Award. Final completion shall be achieved **21** days hereafter.

Authorized Signature: _____ Date: 10-8-2021

Name and Title: Dustin Walters, VP

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)

(seal, if any)

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05/13/24

My commission expires: 05/13/2024

GARDNER KANSAS

PROPOSER'S AFFIDAVIT

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

Please type or print:

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

Address: 24060 K68 Hwy

City/State/Zip: Paola, KS 66071

Contact Person: Dustin Walters

Phone: 913-530-6811 Email: waltersexcavating@gmail.com

Federal ID #: 201166942

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

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

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

A. He/she is an officer of the organization.
B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
C. The Proposer complies with all of the requirements of the Bid.
D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):
   Addendum No.: 1 Dated: 10-4-21
   Addendum No.: _____ Dated: _____
   Addendum No.: _____ Dated: _____

Authorized Signature: _____ Date: 10-8-2021
VP (Title)

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther (seal, if any)
(Signature of Notary Public)
My commission expires: 05/13/2024

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

ADDENDUM NO. 1

Prairie Trace West Interceptor

DATE: OCTOBER 4, 2021

THIS ADDENDUM ADDRESSES THE FOLLOWING:

1. **QUESTIONS / CLARIFICATIONS:**

Q. The detail in the drawing shows CA-5 Backfill on street crossings. I was curious if this was a requirement or is the compacted backfill of onsite materials deemed acceptable. Also, (for clarification) are the paved areas of the apartment complex (private) considered street crossings or just the future 178th Street.

A. City detail 60-3 shall be used under future 178th street to 4' back of curb. All other backfill shall be compacted to 95% of optimum moisture content, per General Note G on the cover sheet. Compaction testing shall be provided by the contractor per general note Q.

END OF ADDENDUM NO. 1

ACKNOWLEDGEMENT BY BIDDER
Each Bidder shall acknowledge receipt of Addendum No. 1 in the space provided below:

Contractor Signature

10/5/21
Date

Contractor Company Name: Walters Excavating LLC

GARDNER
KANSAS

BID BOND

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

KNOW ALL MEN BY THESE PRESENTS, that Walters Excavating, LLC as Principal, hereinafter called the Principal, and Merchants National Bonding, Inc. a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Gardner Kansas, as Obligee, hereinafter called the Obligee, in the sum of Fifteen Thousand or Five percent of bid Dollars ($ 15,000 or 5 %), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

PROJECT: PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

Signed and sealed this/her 8th day of October, 2021.

Walters Excavating, LLC

[SEAL]

[Contractor/Principal]

Dustin Walters, VP
[Title]

ATTEST:

[Secretary]

Merchants National Bonding, Inc.

[Surety Company]

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

Ronda A. Karicki

By: _____
Daniel B. McCarville
[Attorney-in-fact]

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Daniel B McCarville; Darin Johnson; Maria Dressman; Megan Rae Long; Melvin L Kueser; Tyler Wigger

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of September, 2021.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 13th day of September 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of October.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

---

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

   Name: Walters Excavating LLC

   Address: 24060 K 68 Hwy, Paola, KS 66071

   Phone/Fax/Email: 913-294-2744/913-273-1544/waltersexcavating@gmail.com

2. Years in business 33

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

   See attachment

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

   i. Name of Client: Grata Development LLC Date of Project: 11/20-2021

   Contact Person: Travis Schram/Marcia Bergin Phone: 913-226-3204

   Description of Project: Prairie Trace Estates & Meadows/sitework/utilities

   ii. Name of Client: Builder Stone and Masonry LLC Date of Project: 7/20-3/21

   Contact Person: Brandon Becker Phone: 913-764-4446

   Description of Project: Piper Creek Estates/Sitework & Utilities

   iii. Name of Client: Summit Homes Date of Project: 8/2020

   Contact Person: Travis Ruf Phone: 816-246-6700

   Description of Project: Foxwood Ranch 2nd Plat PH 1/sitework & utilities

	Equipment			
Equip #	**Equipment/Description**			
101	2016	F250 Super Duty		
102	2007	Chevy Pickup		
103	2020	2500 Limited 4x4 Crew Cab		
104	2017	Dodge Ram 5500 Truck		
300	2007	F750 Ford Work Truck		
301	2001	Kenworth Water Truck		
302	1998	Kenworth Dump Truck		
303				
304				
305				
306	2019	Kenworth Tractor T880		
307	2017	Volvo ADT A30G		
308	2018	Volvo ADT A30G		
400	2021	D61EXI-24 Komatsu Dozer w/hitch, Base/Rover		
401	2006	550J John Deere Dozer		
402	2016	Komatsu Dozer 61 PXI		
403		Ripper-U for Dozer		
420	2020	JD 772G Motor Grader		
500	2006	544J John Deere Loader		
501	2018	Hammer Hydraulic Breaker		V2500
502	2018	JD 624K-II Loader		
600	2013	Bobcat Skidsteer		
701	2016	Komatsu PC290LC		
702	2016	Komatsu PC360LCi-11		bkts purchased
703	2018	PC390LCi-11		
800	2006	3307P Hamm Roller		
801	2004	3307 Hamm Roller		
804	2017	Hamm Roller H12		
1000				
1001	1987	Great Dane Trailer		
1002	1993	Belshe Trailer		
1003	2003	Hillsboro Trailer		
1005	1996	Monon Box Trailer	48'	
1006	2018	Trail King Trailer (lowboy)		Rec June
1200	2015	GPS 60 Leica		
1201	2015	Breaker		
1202	2017	Topcon FC5000,Data Collector,Pos S		
		Shop Tools and Miscellaneous		

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

Role:	Names:	Years experience:
Project Manager:	Dustin Walters	20
Superintendent:	Delbert Walters	33
Foreman:	Dylan McKinney	8
Other Personnel:	Justin Spring	18

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

Subcontractor	Address	Phone #	Type/Scope of Work
na			

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

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

Authorized Signature: _____ Date: 10-8-2021
VP (Title)

Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)
My commission expires: 05/13/2024

(seal, if any)

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24

GARDNER
KANSAS

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

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

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

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

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

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

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

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

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

DATE: 10-8-2021

Walters Excavating LLC/Dustin Walters
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

Vice President
(Official Title of Signer)

GARDNER KANSAS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # ED2001

PRAIRIE TRACE WEST SEWER INTERCEPTOR

STATE OF Kansas)
COUNTY OF Miami)

Dustin Walters, being first duly sworn deposes and says that:

(1) He is Vice President of Walters Excavating LLC, the Bidder that has submitted the attached Bid;

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

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

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

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

By: Walters Excavating LLC

Name: Dustin Walters

Title: Vice President

Bidder: Dustin Walters

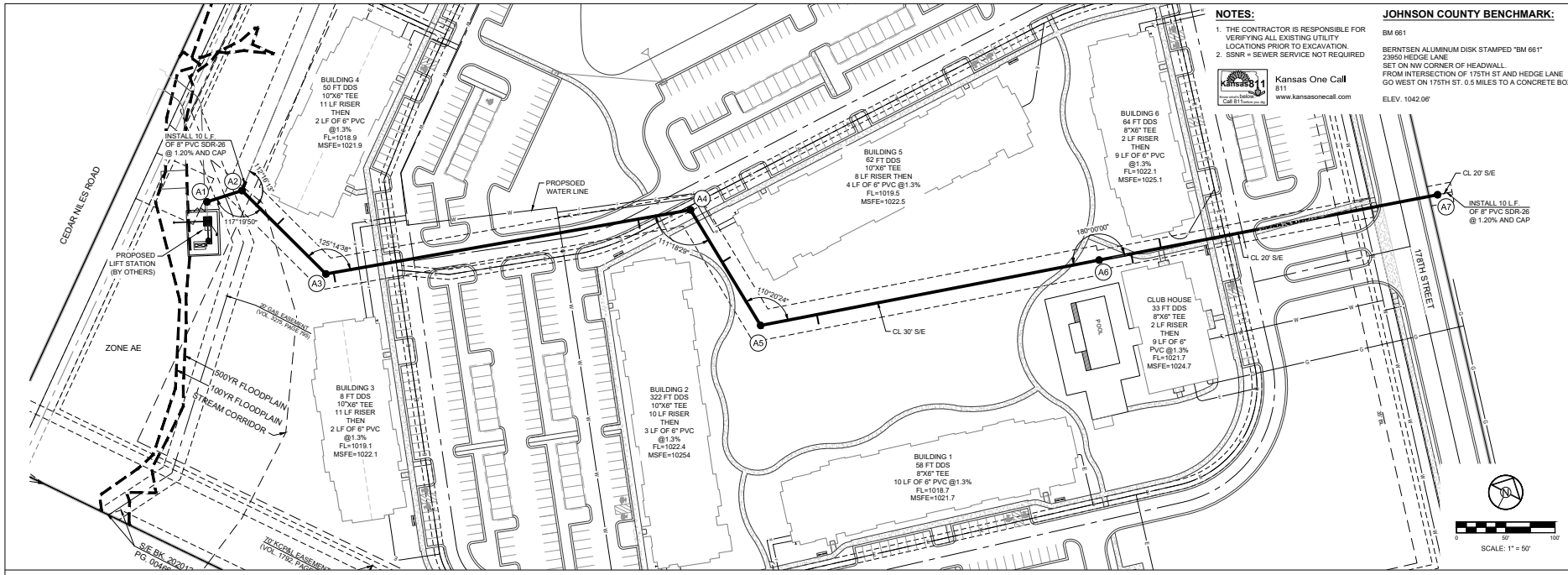
Subscribed and sworn to before me this 8 day of October, 2021 by Sharon A Guenther

Sharon A Guenther
(Signature of Notary Public)

(seal, if any)

My commission expires: 05/13/2024

SHARON A. GUENTHER
Notary Public - State of Kansas
My Appt. Expires 05-13-24



NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITY LOCATIONS PRIOR TO EXCAVATION.
2. SSNR = SEWER SERVICE NOT REQUIRED

Kansas 811 — Call 811 before you dig.

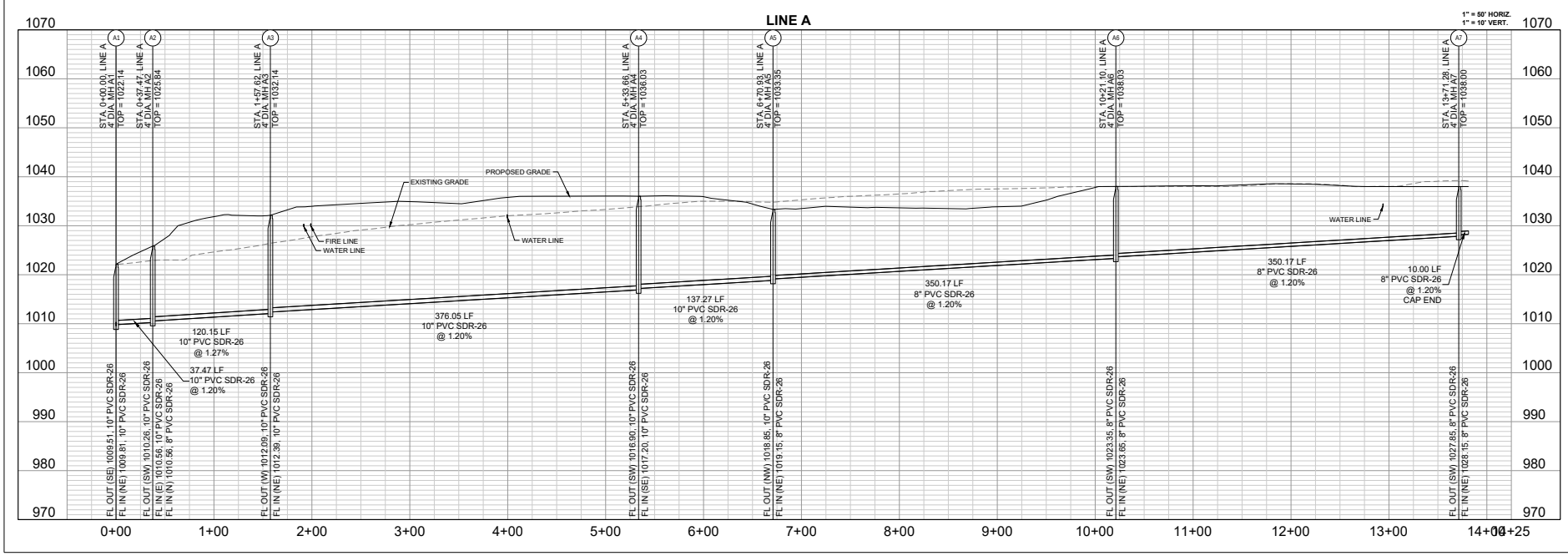
Kansas One Call
811
www.kansasonecall.com

JOHNSON COUNTY BENCHMARK:

BM 661

BERNTSEN ALUMINUM DISK STAMPED "BM 661"
23950 HEDGE LANE
SET ON NW CORNER OF HEADWALL.
FROM INTERSECTION OF 175TH ST AND HEDGE LANE
GO WEST ON 175TH ST. 0.5 MILES TO A CONCRETE BOX.

ELEV. 1042.06'



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Kansas State Certificate of Authority
PE-258 Ark-19 A-54

PREPARED BY:

SCHLAGEL & ASSOCIATES, P.A.

PRAIRIE TRACE WEST SEWER INTERCEPTOR SANITARY SEWER PLANS

175TH STREET AND I35 GARDNER, KS

REVISION	DATE	DESCRIPTION

DRAWN BY: TCLT
CHECKED BY: MAB
DATE PREPARED: 06/20/2021
PROJ. NUMBER: 21-021

LINE A PLAN & PROFILE

SHEET 3

I:\PROJECTS\2021\21-021\3.Design\3.0 DWG Plans\7.0 Sta12+13-14(A4 - PP dwg, 6/30/2023 3:46:08 PM , AutoCAD.PDF (General Documentation).pc3

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: NOVEMBER 1, 2021
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider adopting an ordinance amending Ordinance No. 2640 of the City in connection with the Waverly Plaza Community Improvement District

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

Department: Finance

Staff Recommendation:
Staff recommends adopting an ordinance amending Ordinance No. 2640 changing the start date for collection of the Waverly Plaza Community Improvement District (CID) Sales Tax.

Background/Description of Item:
On December 16, 2019, City Council approved the establishment of a CID for the Waverly Plaza Development. The start date of district was set for January 1, 2022. At this time, there are no existing businesses within the district to generate sales tax.

The purpose of this ordinance is to remove the January 1, 2022, start date and provide substitute language regarding the timing of the CID sales tax collection. In the proposed ordinance, the collection of the CID sales tax would now commence on (i) the date that the first retail user within the CID is open for business, (ii) such other date as determined by the City, or (iii) the earliest date following the foregoing of (i) or (ii) on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Financial Impact:
This ordinance will delay the imposition of a 1% CID sales tax on the district.

Attachments:
- Ordinance No. 2720

Suggested Motion:
Adopt Ordinance No. 2720, an ordinance amending Ordinance No. 2640 of the City of Gardner, Kansas, in connection with the Waverly Plaza Community Improvement District in the City

ORDINANCE NO. 2720

AN ORDINANCE AMENDING ORDINANCE NO. 2640 OF THE CITY OF GARDNER, KANSAS, IN CONNECTION WITH THE WAVERLY PLAZA COMMUNITY IMPROVEMENT DISTRICT IN THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended;

WHEREAS, the City of Gardner, Kansas (the "City"), is a municipality within the meaning of the Act;

WHEREAS, pursuant to the Act, Ordinance No. 2640 of the City, passed on December 16, 2019, and other proceedings of the City, the Governing Body of the City established a community improvement district known as the "Waverly Plaza CID" (the "CID");

WHEREAS, Section 4 of Ordinance No. 2640 levied a community improvement sales tax within the CID in the amount of 1.00% (the "CID Sales Tax") and indicated that collection of the CID Sales Tax would commence on January 1, 2022;

WHEREAS, pursuant to Resolution No. 2037 of the City, adopted on November 18, 2019, the Governing Body of the City authorized the execution and delivery of a Memorandum of Understanding (the "MOU") between the City and The Bristol Groupe, LLC, a Kansas limited liability company (together with its affiliates, the "Developer"), to describe, in general terms, the rights and obligations of the parties with respect to the development of a commercial and residential project (the "Project");

WHEREAS, construction has not yet commenced on the Project, and the City and the Developer have determined it is necessary and advisable to delay the commencement of the CID Sales Tax beyond the date specified in Ordinance No. 2640; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is in the best interest of the City to delay the commencement of the CID Sales Tax;

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

Section 1. Section 4 of Ordinance No. 2640 of the City is hereby deleted in its entirety and replaced with the following:

> **Section 4. Levy of Sales Tax**. In accordance with the Act and to provide funds to pay a portion of the costs of the Project, the Governing Body of the City hereby levies a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services within the CID in the amount of 1.00%, *i.e.*, the "CID Sales Tax." The collection of the CID Sales Tax shall commence on: (i) the date that the first retail user within the CID is open for

business; (ii) such other date as determined by the City; or (iii) the earliest date following the foregoing (i) or (ii) on which the Kansas Department of Revenue agrees to begin the imposition of the CID Sales Tax. The CID Sales Tax shall expire 22 years from the date the Department of Revenue begins the collection of such tax. The CID Sales Tax shall be administered, collected and subject to the provisions of K.S.A. 12-187 *et seq.*, this Ordinance (as may be amended from time to time), and the MOU or any development agreement between the City and the Developer which supersedes the MOU. The CID Sales Tax will be applied on an annual basis to: (a) reimburse the City for its share of debt service payable in connection with the special benefit district created pursuant to Resolution No. 2032 of the City, adopted on October 7, 2019, as subsequently amended (the "Waverly Plaza SBD"), which Waverly Plaza SBD improvements comprise a portion of the proposed Project; (b) reimburse the Developer for its share of debt service payable in connection with the Waverly Plaza SBD; and (c) reimburse the Developer for certain other costs of the Project as agreed to by the City.

Section 2. *Exhibit A* to Ordinance No. 2640 of the City is hereby deleted in its entirety and replaced with *Exhibit A* to this Ordinance to reflect that the real property included within the CID and described in Ordinance No. 2640 has since been platted.

Section 3. The Mayor, City Clerk and other appropriate officers of the City are hereby authorized and directed to execute, attest, acknowledge and deliver for and on behalf of and as the act and deed of the City, any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. This Ordinance shall be in force and take effect from and after publication of the Ordinance once in the official City newspaper. When this Ordinance becomes effective in accordance with this section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189 and shall submit a copy of this Ordinance, together with Ordinance No. 2640 of the City, for recording in the office of the register of deeds of Johnson County, Kansas.

[*Remainder of Page Intentionally Left Blank*]

PASSED by the Governing Body of the City and approved by the Mayor on November 1, 2021.

CITY OF GARDNER, KANSAS

(Seal)

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Legal Description of Waverly Plaza CID

Lot 1, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas,

and

Lot 2, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas,

and

Lot 3, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas,

and

Tract A, Waverly Plaza, a subdivision in the City of Gardner, Johnson County, Kansas.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: DAVID KNOPICK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Consider accepting a voluntary annexation with landowner consent

Strategic Priority: Promote Economic Development

Department: Community Development

Staff Recommendation:
Staff recommends adopting an ordinance for a voluntary annexation of a parcel of land as described in the ordinance, annexing property owned by Thomas and Julie Trigg.

Background/Description of Item:
A request to voluntarily annex the tract was received by the City, signed by Thomas and Julie Trigg. The property adjoins land already in the City of Gardner and therefore can be annexed upon receipt of a voluntary annexation request from the property owners.

The attached Voluntary Consent Annexation Agreement outlines the terms agreed upon by the City and the property owner as conditions for this consent annexation. The terms are consistent with the direction of the governing body regarding annexation of rural properties in the City's planning and growth area. Consent annexations are not subject to resolution, notice, public hearing, and extension of services plan requirements that may apply to other annexations.

Financial Impact:
The city will experience normal growth in its utilities structure.

Attachments included:
- Map of Tract
- Ordinance No. 2721
- Consent Annexation Request

Suggested Motion:
Accept the Voluntary Consent Annexation request of the Thomas C. Trigg and Julie G. Trigg property and adopt Ordinance No. 2721, an ordinance annexing land to the City of Gardner, Kansas.

10 ac.
1281.99
19770
2P50100000.0001
11.3 ac.
28420
CP34000000.0004
9.5 ac.
1261.74
1261.2
1262.85
397.75
1980.5
CP87600000.0003
16.3 ac.
1253.26
CP50100000.0002
10.2 ac.
388.75
318.57
318.87
295.00
345.00
315.00
275.00
28130
2P53000000.0001
3 ac.
275.00
275.00
28150
2P53000000.0002
1.8 ac.
310.00
28060
2F221501-4005
2.3 ac.
310.00
27960
2F221501-4004
1.9 ac.
310.00
300.00
Moonlight Rd
328.44
319.50
295.00
315.00
275.00
554.77
199th St
1286.15(s)
20230
CF221512-3002
70.7 ac.

ORDINANCE NO. 2721

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDNER, KANSAS.

WHEREAS, the following described land is located in Johnson County, Kansas;

WHEREAS, a written petition and/or consent for annexation of the following described land, signed by all of the owners thereof, have been filed with the City of Gardner, Kansas pursuant to K.S.A. 12-520(a)(7), as amended; and

WHEREAS, the governing body of the City of Gardner, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land is hereby annexed and made a part of the City of Gardner, Kansas:

Legal Description:

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North 0 degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North 0 degrees 0 minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance 30.00 feet; thence South 0 degrees 0 minutes 08 seconds East, a distance of 275 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Gardner, Kansas this 1st Day of November, 2021.

_____
Steve Shute, Mayor

(SEAL)

ATTEST:

_____
Sharon Rose, City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

VOLUNTARY CONSENT ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this _____ day of _____, 20___, between the City of Gardner, Kansas, a municipal corporation (the City), and Thomas C. Trigg and Julie G. Trigg (Property Owners).

RECITALS

A. The Property Owner(s) are the owners of record of the following described real property ("Property") located in unincorporated areas of Johnson County, Kansas adjacent to or within a platted subdivision adjacent to the City of Gardner, Kansas.

Legal Description:

Meyers Country Estates, Lot 2, AND

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North O degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North O degrees O minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance 30.00 feet; thence South O degrees O minutes 08 seconds East, a distance of 275 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

Book/Page: *200904 5878*

B. The Owner has evinced an intent that the Property be annexed by the City and has, to that effect, signed a Consent to Annexation, dated _____, 202_, and will be filed by the City with the Office of Register of Deeds for Johnson County, Kansas. (A copy of the executed and filed Consent to Annexation is affixed hereto as Exhibit A).

This contract is entered into in the spirit of the consideration of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Consent to Annexation.** Property Owner(s) consents to annexation of the Property into the City of Gardner, Kansas. In the event of a default of any of the City's obligations under this Agreement, the Property Owner(s) sole recourse shall be to petition the City for de-annexation.

2. **Property Tax Abatement.** Prior to the Key Development Point, for a period not to exceed twenty (20) years, the City agrees to rebate the City's portion of the Property Owner's ad valorem taxes on the Property to the Property Owner(s) in accordance with the City's rebate policy. For purposes of this paragraph the Key Development Point is defined as the earlier of: (1) rezoning of the property to a use other than A (Agriculture), RUR (Rural), or RLD (Residential Low Density; or (2) sale of the property to subsequent property owner who commits the use of the property to a use other than the present agricultural or residential low density use. City also agrees that Property Owner shall not be required to make other payments for City services that Property Owner does not use.

3. **Extension of City Services.** The parties agree that the Property is currently adequately served by existing utilities. Public Infrastructure will not be improved specific to this property until

the owner and the Governing Body determine that such improvements are necessary, prudent and feasible for the service of this property. Nothing in this agreement shall require the Governing Body to approve or establish any benefit district for the financing of public infrastructure except where required by Law.

4. **Zoning.** The Property is currently zoned Rural (RUR) by the County. A copy of the County zoning regulations application to the RUR zoning district at the time of annexation are attached hereto as Exhibit B. Pursuant to Kansas law, following annexation, the Property shall retain its County zoning until such time that a rezoning of the property may be approved. Similarly, again pursuant to Kansas law, any legal, non-conforming uses existing on the Property immediately preceding annexation may continue until such time as any such use loses its legal, non-conforming use status under the laws of this State.

5. **Acceptance of Annexation.** The annexation will not become effective until after the City Council formally approves and adopts the necessary Annexation Ordinance as required by Kansas Statutes and said ordinance is published once in the official City newspaper.

6. **Savings Clause.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, nor shall such invalidity, illegality or unenforceability affect the validity, legality or enforceability of the remainder of the Agreement. Furthermore, the parties agree that such invalid, illegal or unenforceable provision may be reformed to the greatest extent permitted by law to most closely meet the intent of the parties in effecting the purpose expressed by the contractual provision deemed invalid, illegal or unenforceable.

7. This document shall constitute the entire Agreement between the undersigned landowner(s) and the City of Gardner, Kansas.

Now, therefore, in consideration of the City of Gardner's agreeing to the above conditions for the above described property, the undersigned does give full and complete consent to the City of Gardner to annex the above described property in accordance with the laws of the state of Kansas at any time after the date of this agreement.

This agreement shall run with the land described and shall be binding upon the heirs, grantees successors and assigns of the undersigned.

ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF GARDNER, KANSAS ON THE _____

DAY OF _____, 20____.

CITY OF GARDNER, KANSAS

BY:

_____

Steve Shute, Mayor

ATTEST:

_____

Sharon Rose, City Clerk

Approved as to form:

_____

Ryan Denk, City Attorney

In Witness thereof, the undersigned have caused this agreement to be executed on _____ day of _____, 20____.

Owners of Record:

By: _____

Thomas C. Trigg

By: _____

Julie G. Trigg

State of Texas

County of Dallas

The foregoing instrument was acknowledged before me this 14 day of october,

2021, by

_____.

_____

Notary Public

Seal

ROXANNA N. CAZAREZ
My Notary ID # 130060832
Expires December 23, 2022

Exhibit A

CONSENT FOR ANNEXATION

(Adjoining property by request)

To: The Governing Body of the City of Gardner, Kansas.

The undersigned owners of record of the following described land hereby petition the Governing Body of the City of Gardner, Kansas to annex such land to the city. The land to be annexed is described as follows:

Meyers Country Estates, Lot 2, AND

All that part of the East Half of the Southeast Quarter of Section 1, Township 15, Range 22, Johnson County, Kansas described as follows: Commencing at the Southwest corner of the East Half of the Southeast Quarter of said Section 1, thence North O degrees 07 minutes 41 seconds East along the West line of the East Half of the Southeast Quarter of said Section 1, a distance of 50.00 feet; thence south 89 degrees 06 minutes 32 seconds East parallel to the South line of said Section 1, a distance of 319.50 feet to the point of beginning, said point being the Southeast corner of Lot 1, Moonlight Subdivision, Johnson County, Kansas, thence North O degrees O minutes 08 seconds West along the East line of said Lot 1, a distance of 275.00 feet; thence South 89 degrees 06 minutes 30 seconds East, a distance 30.00 feet; thence South O degrees O minutes 08 seconds East, a distance of 275 feet; thence North 89 degrees 06 minutes 32 seconds West, a distance 30.00 feet to the point of beginning.

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Such land lies upon or touches the city boundary line.

The undersigned further warrant and guarantee that they are the only owners of record of the land. Signed this 14 day of October, 2021.

Thomas C. Trigg, Owner

Julie G. Trigg, Owner

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 3

MEETING DATE: NOVEMBER 1, 2021

STAFF CONTACT: TIM MCELDOWNEY, CITY ENGINEER

Agenda Item: Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the US-56 Reconstruction project

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

Department: Public Works

Staff Recommendation:
Staff recommends adopting a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction project.

Background/Description of Item:
The City has been granted federal funds to reconstruct US-56 from Sycamore Street to Old US-56. The Authority to Award Contract commits the City to providing matching funds towards construction of the project. KDOT will administer the construction agreement.

Bids for the project were received and publicly opened by KDOT on October 20, 2021. A summary of the bids received follows:

Bidder	Total Bid
Amino Brothers Company, Inc.	$6,130,332.00
Miles Excavating, Inc.	$6,452,269.00
Emery Sapp & Sons, Inc.	$6,585,874.00
JM Fahey Construction Company	$6,988,365.00
Clarkson Construction Company	$7,366,165.00

Financial Impact:
After deducting KDOT's contribution to the construction cost, the city is responsible for the remaining $2,781,000 as shown in the Authority to Award contract. The city also requested and will receive up to $735,000 toward construction from the Johnson County CARS program. Final project cost and city financial responsibility will be determined at the completion and audit of the project. The City's portion of the costs will be initially financed with cash until General Obligation Bonds are issued for permanent financing. The Special Highway Fund will transfer funds annually to the Bond & Interest Fund to cover annual debt service.

The estimated updated project budget is as follows:

Design	$	414,060
Right of Way	$	205,145
Construction	$	6,130,332
Inspection and Testing	$	427,828
Total Project Cost	**$**	**7,138,126**
KDOT Funding	$	3,350,000
CARS	$	735,000
Price Chopper (signal)	$	400,000
City Cost	**$**	**2,653,126**

Attachments Included:

- Recommendation to award
- Resolution No. 2095 Authority to Award Contract
- Invoice for City Matching Funds
- As Read Project Bids

Suggested Motion:

Adopt Resolution No. 2095, a resolution providing the Authority to Award the Contract and Commitment of City Funds for the US-56 Reconstruction Project.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Bureau of Local Projects

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

October 27, 2021

Project Number: 046 KA-5420-01
ACNHP-A542(001)

City of Gardner
Mr. Tim McEldowney, P.E.
City Engineer
120 E Main
Gardner, KS 66030-

Dear Mr. McEldowney:

We are listing below the bidder and the low bid received at Topeka, KS on 10/20/2021 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
AMINO BROTHERS COMPANY INC KANSAS CITY, KS	Gardner CCLIP-PR: US56 from Sycamore St to Moonlight Rd	$6,130,749

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 11/12/2021. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of $3,350,000 State funds will require City matching funds in the amount of $2,781,000. The City remittance should be made on or before 12/9/2021.

Sincerely,

Lisa M. Roth

Digitally signed by Lisa M. Roth
DN: CN=Lisa M. Roth, OU=Bureau of Local Projects, O=Kansas Department of Transportation, L=Topeka, S=Kansas, C=US
Date: 2021.10.27 12:21:20-05'00'

for Michael J. Stringer, P.E., Chief
Bureau of Local Projects

mjs/tls/lmr
Enclosures
c Mayor/City Manager
Ms. Pam Anderson, Chief of Fiscal Services
Mr. Leroy Koehn, P.E., District One Engineer

Resolution No. 2095
AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS
10/27/2021

2 Copies to City
Project Number: 046 KA-5420-01
ACNHP-A542(001)

WHEREAS bids were received at Topeka, KS on 10/20/2021 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
AMINO BROTHERS COMPANY INC KANSAS CITY, KS	Gardner CCLIP-PR: US56 from Sycamore St to Moonlight Rd	$6,130,749

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less a maximum of $3,350,000
State funds will require City matching funds in the amount of $2,781,000.

BE IT FURTHER RESOLVED that City funds in the amount of $2,781,000 which are required for the matching of Maximum State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 12/9/2021 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

_____
City Engineer/Road Supervisor

_____, Mayor

Attest:

_____, Member

(Seal)

_____, Member

_____
City Clerk

Revised 07/18
DOT FORM 1309

INVOICE

Keep for your Records

Due on of before 12/9/2021

PRELIMINARY STATEMENT OF COSTS

046 KA-5420-01

ACNHP-A542(001)

Gardner CCLIP-PR: US56 from Sycamore St to Moonlight Rd

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Bid Amount	$6,130,332
Water (for grading	$417
Sub-Total Actual Bid Amount	**$6,130,749**
LPA CE Contract	$0
Sub-Total Construction and CE	**$6,130,749**
State-aid Non-Participating Const. Costs	$89,103
State-aid Non-Participating CE	$0
Participating PE Costs	$0
Participating Railroad Costs	$0
Participating ROW Costs	$0
Participating Utility Costs	$0
State Participating Project Costs	**$6,041,646**
Total Project Costs	**$6,130,749**

CE Breakdown	
Total LPA CE	$0
State Non-Participating CE	$0
State Participating CE	$0

State/City Funding Summary	
Total Project Costs	**$6,130,749**
100% City Funds Due to Non-Participating	$89,103
State Participating Project Costs	$6,041,646
Fund 1- Available Funding	$2,666,667
75% State Funds	$2,000,000
25% City Funds	$666,667
Costs Remaining for 90/10 Funding	$3,374,979
Fund 2- Available Funding	$1,500,000
90% State Funds	$1,350,000
10% City Funds	$150,000
100% City Funds Due to Max Funding	$1,874,979

Fund 1- Maximum State Funds 75/25	**$2,000,000**
Fund 2- Maximum State Funds 90/10	**$1,350,000**

Key	
KDOT	Kansas Department of Transporation
LPA	Local Public Authority
CE	Construction Engineering (Inspection
Const.	Construction

Totals

	City Funds	Federal Funds	State Funds	Total Funds
State Non-Participating Construction	$89,103			$89,103
State Non-Participating CE	$0			$0
Fund 1- 75% State Funds			$2,000,000	$2,000,000
Fund 2- 90% State Funds			$1,350,000	$1,350,000
Fund 1- 25% City Funds	$666,667			$666,667
Fund 2- 10% City Funds	$150,000			$150,000
City Funds Due to Max Funding	$1,874,979			$1,874,979
Total	**$2,780,749**	**$0**	**$3,350,000**	**$6,130,749**

Amount to Bill LPA (Rounded Up)	**$2,781,000**

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date:	10/20/2021
Contract Number:	521102141
Project Number:	U056-046 KA 5420-01
Federal Number:	ACNHP-A542(001)
Description:	GRADING AND SURFACING
County:	JOHNSON
State Ties:	--
Total Records:	5

Helpful Definitions

Contractor Name	Bid Amount
AMINO BROTHERS COMPANY INC	$6,130,332.00
MILES EXCAVATING, INC.	$6,452,269.00
EMERY SAPP & SONS INC AND SUBSIDIARIES	$6,585,874.00
J M FAHEY CONSTRUCTION COMPANY	$6,988,365.00
CLARKSON CONSTRUCTION COMPANY	$7,366,165.00