AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, January 20, 2026, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on January 20, 2026 to cityclerk@gardnerkansas.gov.

*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. Gardner Land Bank Annual Report
2. Wholesale Power

PUBLIC HEARING
PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on January 5, 2026
2. Standing approval of City expenditures prepared December 31, 2025, in the amount of $124,845.20; January 2, 2026, in the amount of $739,663.53; and January 9, 2026, in the amount of $821,655.97
3. Consider authorizing the City Administrator to execute a Memorandum of awarding installation and construction of substation #4 for the ongoing design and execution with Evergy for Substation 4
4. Consider authorizing the execution of an agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street
5. Consider authorizing the execution of a contract with Redford Construction, Inc. to construct pipe and pavement repairs on Main Street
6. Consider authorizing the Mental Health Co-Responder Funding Agreement with the Johnson County Sheriff's Office and contributing $20,000 per year toward the Sherriff's Office Co-responder costs for the 2025 and 2026 calendar year
7. Consider appointments to the Planning Commission
8. Consider authorizing the execution of an agreement with Orrick & Erskine, LLP for real property acquisition services for various Capital Improvement Program roadway projects

PLANNING & ZONING CONSENT AGENDA
COMMITTEE RECOMMENDATIONS
OLD BUSINESS
NEW BUSINESS

1. Consider approving a contract to purchase real property

COUNCIL UPDATES – Oral presentation unless otherwise noted
EXECUTIVE SESSION
ADJOURNMENT

COUNCIL DISCUSSION FORM **PRESENTATION ITEM NO. 1**
MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Gardner Land Bank Annual Report

Strategic Priority: Fiscal Stewardship

Department: Administration/Finance

Background/Description of Item:
On November 5, 2018, the City Council passed Ordinance 2593 establishing a lank bank pursuant to K.S.A. 12-5901 *et. Seq.* and approving the addition of Chapter 2.65 to the code of the City of Gardner, Kansas.

The land bank is required to provide an annual report to the Governing Body accounting for all receipts, disbursements, and property transactions. The land bank currently contains 3 parcels, all associated with the proposed mixed-use Stone Creek Development Project. There were no land transactions in 2025. The 2025 beginning cash balance for the Land Bank Fund was $5,426.72. The land bank earned $204.96 in investment earnings on idle funds in 2025. There were no expenses in 2025.

The land bank's financial records will be audited as part of the City's 2025 audit.

Attachments:
- Gardner Land Bank 2025 Annual Report

Gardner Land Bank
2025 Annual Report
Cash Basis

Financial Report

Cash Balance, Beginning	**$5,426.72**
Receipts:	
Investment Earnings	204.96

Receipts Total	204.96
	=========
Disbursements:	
Outsourced Services	

Disbursements Total	
	=========
Surplus/(Shortfall)	204.96
Cash Balance, Ending	**$5,631.68**
	=========

Property Inventory

Description	Parcel #	Zoning	Acres	Comment
New Century Business Center Addition No. 1 Tract B	CP66930000 0T0B	M-2	7.21	Related to Stone Creek Development Project
New Century Business Center Addition No. 1 Tract D	CP66930000 0T0D	M-2	12.55	Related to Stone Creek Development Project
New Century Business Center Addition No. 1 Tract E	CP66930000 0T0E	CP-2	4.73	Related to Stone Creek Development Project

Property Transactions

None

The City Council of the City of Gardner, Kansas met in regular session on January 5, 2026, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Mark Wiehn, Steve McNeer, and Kelly Johnson. City staff present were City Administrator Jim Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Pam Waldeck; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; Utility Director David Hunter; City Attorney Ryan Denk; City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

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

PLEDGE OF ALLEGIANCE
Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS
1. **Proclaim January 19, 2026, as Martin Luther King Jr. Day**

PUBLIC HEARING.
Steve Shute added additional emphasis on the Martin Luther King holiday. The City's Public Information Officer does a wonderful tribute in the council chambers and he encourages the community to come visit. It is a very well-done display and exhibit.

PUBLIC COMMENT
No members of the public came forward.

CONSENT AGENDA
1. **Standing approval of the minutes as written for the regular meeting on December 15, 2025**
2. **Standing approval of City expenditures prepared December 8, 2025, in the amount of $1,295.08; December 11, 2025, in the amount of $28,802.38; December 18, 2025, in the amount of $787,341.55; and December 23, 2025, in the amount of $1,076,080.91**
3. **Consider authorizing the execution of an agreement amendment with Affinis to perform additional design services for the Grand Street Roadway Improvements Project, from Pine to Center Street**
4. **Consider approving the 2026 County Assisted Road System (CARS) agreement**
5. **Consider authorizing the City Administrator to enter into an agreement with ATHCO, LLC for the design and installation of a new playground for Winwood Park**
6. **Consider authorizing the purchase and buildout of four Ford Utility Police Interceptors from Shawnee Mission Ford**
7. **Consider authorizing the City Administrator to execute an agreement with Ryan Denk of McAnany, Van Cleave & Phillips for City Attorney services, incorporating the proposed hourly rate adjustments**

Councilmember Wiehn removed item 5.

Councilmember McNeer made a motion to approve Consent Agenda items 1, 2, 3, 4, 6 and 7.

Councilmember Deaton Seconded.

Discussion of item 5: **Consider authorizing the City Administrator to enter into an agreement with ATHCO, LLC for the design and installation of a new playground for Winwood Park**

Councilmember Wiehn wanted to highlight this is on the agenda since we have been talking about Winwood for a while. This will be amazing in addition with the basketball court. Wanted to verify if this is the same contractor as Veteran's Park and it is the same contractor.

Question about cameras and whether or not these will be added to this new park. It has been budgeted. Do the cameras help when there is vandalism? They have been helpful and are a deterrent.

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

Councilmember Deaton Seconded.

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

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

COUNCIL UPDATES

Chief Waldeck said the end of year report and stats are being worked on.

Utilities Director Hunter said there was a sharp increase in power cost and will do a presentation on the cost increases and information on some recent outages. This has made us a rate-taker rather than a rate-maker in the market. We can also discuss reimplementing the PCA that has been on hold since 2023.

Parks and Recreation Director Bruce said once the final design is done on Winwood, it will be added to the website. The basketball court piece is weather dependent as well as any lead time for equipment.

Councilmember Mcneer thanks PD for action on New Year's Eve. Thanks to all staff and 2025 was a really good year.

EXECUTIVE SESSION

1. **Consider entering into executive session to discuss personnel matters of non-elected personnel relating to the City Administrator's annual performance review**

Councilmember McNeer made a motion to recess into executive session to discuss personnel matters of non-elected personnel relating to the City Administrator's annual performance review pursuant to K.S.A. 75-4319(b)(1) beginning at 7:12 pm; returning to regular session at 7:32 pm.

Councilmember Johnson Seconded.

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

Former Councilmember Steve Shute participated in the Executive Session due to completing an evaluation for the 2025 Calender Year.

Councilmember Deaton made a motion to resume regular session at 7:32 p.m.

Councilmember Baldwin Seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember McNeer the meeting adjourned at 7:32 pm.

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City Clerk

PREPARED 12/31/2025,10:42:19 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 12/31/2025 PAYMENT DATE: 12/31/2025
CITY OF GARDNER

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK #	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005013	00	HSA BANK								
W668841		005578		00	12/29/2028	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131		124.25
							VENDOR TOTAL *		.00	124.25
0002489	00	KPERS								
1844626		005584		00	12/26/2025	721-0000-202.03-01	122325 PAY PERIOD	CHECK #: 112		63,962.94
1844601		005585		00	12/26/2025	721-0000-202.03-01	122325 PAY PERIOD	CHECK #: 112		266.32
1844613		005586		00	12/26/2025	721-0000-202.03-05	122325 PAY PERIOD	CHECK #: 112		750.76
							VENDOR TOTAL *		.00	64,980.02
0002490	00	KPF								
1844603		005583		00	12/26/2025	721-0000-202.03-02	122325 PAY PERIOD	CHECK #: 113		44,303.99
1844612		005587		00	12/26/2025	721-0000-202.03-05	122325 PAY PERIOD	CHECK #: 113		58.45
							VENDOR TOTAL *		.00	44,362.44
0005296	00	MISSIONSQUARE RETIREMENT								
6981169		005579		00	12/26/2025	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101		13,135.98
6981169		005580		00	12/26/2025	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101		1,176.09
							VENDOR TOTAL *		.00	14,312.07
0001569	00	PAYCOR, INC								
INV06811908		005581		00	12/26/2025	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107		22.00
INV06811698		005582		00	12/22/2025	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107		1,044.42
							VENDOR TOTAL *		.00	1,066.42
							HAND ISSUED TOTAL ***			124,845.20
							TOTAL EXPENDITURES ****		.00	124,845.20
							GRAND TOTAL *******************			124,845.20

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	ADVANTAGE CONSTRUCTION							
000075863		UT		00	12/23/2025	501-0000-229.00-00	MANUAL CHECK	112.87	
							VENDOR TOTAL *	112.87	
0004834	00	ADVENTHEALTH CENTRA CARE							
20251201		005574		00	01/02/2026	601-1230-412.31-15	RANDOM DRUG TESTING	59.00	
							VENDOR TOTAL *	59.00	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
105726		005575		00	01/02/2026	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	2,247.29
105726		PI0581	008782	00	12/18/2025	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	2,944.54
							VENDOR TOTAL *	.00	5,191.83
0004642	00	ALLIED POWER GROUP, LLC							
P121725		PI0590	009061	00	12/17/2025	501-4140-441.62-14	UNIT 2 MJR INSPEC & UPGRA	EFT:	226,097.50
							VENDOR TOTAL *	.00	226,097.50
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
79082		005574		00	01/02/2026	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	136.40
							VENDOR TOTAL *	.00	136.40
0000566	00	AMERICAN TOPSOIL, INC.							
141587		005575		00	01/02/2026	521-4230-442.52-12	6 CY PULV	EFT:	234.00
							VENDOR TOTAL *	.00	234.00
0001986	00	ANIXTER, INC.							
6611059-00		005575		00	01/02/2026	501-4130-441.52-25	BUSS LP-CC-10 FUSE	EFT:	3,191.20
6614173-01		005575		00	01/02/2026	501-4130-441.52-31	GUY STRAIN INSULATOR	EFT:	1,285.52
6621248-00		005575		00	01/02/2026	501-4130-441.52-31	TOP CONNECTOR	EFT:	37.07
6630588-00		005575		00	01/02/2026	501-4130-441.52-31	#4 STRANDED BARE COPPER	EFT:	1,135.26
6632044-00		005575		00	01/02/2026	501-4130-441.52-31	GROUND LUG & EXPOXILATOR	EFT:	592.81
6590380-01		PI0584	009005	00	12/16/2025	501-4130-441.52-31	TRAN 50KVA	EFT:	7,808.48
							VENDOR TOTAL *	.00	14,050.34
0002764	00	APPLIED CONCEPTS							
S324291		005574		00	01/02/2026	001-2120-421.52-20	RADAR WITH LCD DISPLAY	EFT:	3,640.00
							VENDOR TOTAL *	.00	3,640.00
0000295	00	ASPLUNDH TREE EXPERT CO. INC.							
87P61525		PI0580	008737	00	12/06/2025	501-4130-441.31-15	TREE TRIMMING SERVICES	EFT:	5,671.15
							VENDOR TOTAL *	.00	5,671.15
0005014	00	ATTIC STORAGE OF GARDNER							
13019		000015		00	01/02/2026	603-3150-431.44-01	STORAGE UNIT RENT 01/2026	EFT:	250.00
							VENDOR TOTAL *	.00	250.00
0099999	00	BAKER, TOBY & LYNDEE KELLEY							
000077483		UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	61.78	
							VENDOR TOTAL *	61.78	
0002420	00	BRENNTAG MID-SOUTH, INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS80751		005574		00	01/02/2026	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	2,402.66
							VENDOR TOTAL *	.00	2,402.66
0005293	00	BRIGHTSPEED							
499699484	1225	005574		00	01/02/2026	602-1340-413.40-03	MONTHLY BILLING	EFT:	38.44
320501840	1225	005574		00	01/02/2026	602-1340-413.40-03	MONTHLY BILLING	EFT:	36.79
							VENDOR TOTAL *	.00	75.23
0000347	00	BURNS & MCDONNELL							
189259-1		PI0591	009065	00	12/04/2025	521-4220-442.31-15	CLEARWELL & CONTACT BASIN	EFT:	7,450.00
							VENDOR TOTAL *	.00	7,450.00
0099999	00	CABLES MULET, HECTOR							
000075957		UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	53.15	
							VENDOR TOTAL *	53.15	
0005577	00	CDI INDUSTRIAL & MECHANICAL CONTRAC							
209837		PI0578	009059	00	10/03/2025	501-4140-441.62-14	ONSITE WELDING-UNIT 2	EFT:	7,221.00
							VENDOR TOTAL *	.00	7,221.00
0003512	00	CHALLENGER TEAMWEAR LLC							
12-25CUSTOM2904		005574		00	01/02/2026	001-6110-461.47-53	YOUTH SOCCER LEAGUE-BALLS	EFT:	909.00
							VENDOR TOTAL *	.00	909.00
0011111	00	CHRIS GRUBE							
12182025		005575		00	01/02/2026	001-1140-411.46-01	MILEAGE 12/18/2025	37.24	
							VENDOR TOTAL *	37.24	
0005609	00	CINTAS CORPORATION 2							
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	10.27	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	10.28	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	25.57	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	19.27	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	30.78	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	15.90	
8407990747		005574		00	01/02/2026	603-3150-431.42-01	RUG SERVICES 12/16/2025	30.55	
							VENDOR TOTAL *	142.62	
0000429	00	CINTAS FIRE PROTECTION							
8407885916		005589		00	01/02/2026	501-4110-441.31-15	FIRST AID CABINET SERVICE	EFT:	341.62
8407885916		005589		00	01/02/2026	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	252.47
8407885916		005589		00	01/02/2026	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	259.91
8407885916		005589		00	01/02/2026	531-4320-443.31-15	FIRST AID CABINET SERVICE	EFT:	162.43
8407885916		005589		00	01/02/2026	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	259.92
							VENDOR TOTAL *	.00	1,276.35
0001842	00	CITY OF OLATHE							
CINV-1946		005574		00	01/02/2026	521-4220-442.31-15	LAB FEES FOR WATER SAMPLE	EFT:	154.00
							VENDOR TOTAL *	.00	154.00
0099999	00	CONESTOGA TRS, LLC							

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0099999	00	CONESTOGA TRS, LLC						
000059593	UT		00	12/26/2025	501-0000-229.00-00	MANUAL CHECK	352.53	
						VENDOR TOTAL *	352.53	
0099999	00	COOPER, JASON						
000073343	UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	95.30	
						VENDOR TOTAL *	95.30	
0005445	00	CORPORATE HEALTH						
74523890	005574		00	01/02/2026	601-1230-412.31-15	DRUG SCREENS & PHYSICALS	456.00	
						VENDOR TOTAL *	456.00	
0001557	00	DATCO, INC						
215260	005574		00	01/02/2026	001-2120-421.53-02	EMBROIDERY ON SHIRTS	93.00	
						VENDOR TOTAL *	93.00	
0005047	00	ELITE AUTOMATION, LLC						
3400	005574		00	01/02/2026	603-3150-431.43-01	HVAC REPAIRS	EFT:	310.00
						VENDOR TOTAL *	.00	310.00
0099999	00	EMERY SAPP & SONS						
000069691	UT		00	12/26/2025	501-0000-229.00-00	MANUAL CHECK	586.24	
						VENDOR TOTAL *	586.24	
0004946	00	EVERGY						
7011930732	1225005576		00	01/02/2026	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	17.70	
6466308678	1225005576		00	01/02/2026	531-4320-443.40-05	ELECTRIC AT WWTP	29.39	
						VENDOR TOTAL *	47.09	
0000855	00	EWING IRRIGATION PRODUCTS, INC						
28660173	005575		00	01/02/2026	001-6120-461.52-01	TURF SERVICE PROGRAM-CP	EFT:	1,728.38
28676400	005575		00	01/02/2026	001-6120-461.52-01	TURF SERVICE PROGRAM-CP	EFT:	864.19
						VENDOR TOTAL *	.00	2,592.57
0099999	00	FIKE, NICOLE						
000077255	UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	10.46	
						VENDOR TOTAL *	10.46	
0004996	00	FLEX MADE EASY						
12222025	005574		00	01/02/2026	721-0000-202.03-11	CONTRIBUTIONS	EFT:	2,179.34
						VENDOR TOTAL *	.00	2,179.34
0004492	00	FLOWER FARM, THE						
35126	005574		00	01/02/2026	001-1140-411.52-20	FUNERAL FLOWERS	38.97	
						VENDOR TOTAL *	38.97	
0005615	00	GARVER, LLC						
21W34150-1	PI0588	009051	00	12/16/2025	521-4240-442.62-18	WATER TRANSMISSION MAIN	EFT:	113,430.25
						VENDOR TOTAL *	.00	113,430.25
0000092	00	GEORGE BUTLER ASSOC., 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
0000092	00	GEORGE BUTLER ASSOC., INC.							
90813		PI0586	009030	00	12/08/2025	531-4340-443.62-10	CEDAR NILES LIFT STATION	6,889.50	
							VENDOR TOTAL *	6,889.50	
0005361	00	GFI DIGITAL							
DN-13074-1		PI0579	008931	00	11/25/2025	001-1120-411.61-04	IT SWITCHES	EFT:	147,165.84
							VENDOR TOTAL *	.00	147,165.84
0000181	00	GRAINGER							
9749613452		005574		00	01/02/2026	521-4220-442.52-12	PIPE PLUGS, PUTTY & STOPP	EFT:	105.21
							VENDOR TOTAL *	.00	105.21
0001840	00	GT DISTRIBUTORS INC							
INV1070002A		005574		00	01/02/2026	001-2120-421.53-02	HOLSTERS	EFT:	103.00
KRTL0096738		005574		00	01/02/2026	001-2120-421.53-02	PATROL BOOTS - PETERSON	EFT:	175.00
							VENDOR TOTAL *	.00	278.00
0000348	00	HEARTLAND PLUMBING, INC.							
32083962		005574		00	01/02/2026	603-3150-431.43-01	PULL & RESET TOILET	EFT:	335.00
							VENDOR TOTAL *	.00	335.00
0000463	00	HOLIDAY CONTRACTING, INC.							
103 WESTHOFF ST		005575		00	01/02/2026	521-4230-442.31-15	REPAIRED DAMAGED AREA	EFT:	1,728.00
600 S MAPLE		005575		00	01/02/2026	521-4230-442.31-15	CONSTRUCT ADA RAMP	EFT:	2,350.00
17440 S WALTER		005575		00	01/02/2026	521-4230-442.31-15	REPAIR CONCRETE SIDEWALK	EFT:	1,850.00
							VENDOR TOTAL *	.00	5,928.00
0005332	00	ICC COMMUNITY DEVELOPMENT SOLUTIONS							
CMS0028077		000016		00	01/02/2026	001-1150-411.47-05	LASERFICHE SUPPORT	EFT:	4,842.40
							VENDOR TOTAL *	.00	4,842.40
0005321	00	INSIGHT PUBLIC SAFETY & FORENSIC CO							
2391		005574		00	01/02/2026	001-2110-421.31-15	SAFEGUARDING	EFT:	880.00
							VENDOR TOTAL *	.00	880.00
0011111	00	JASON WILKINSON							
12182025		005588		00	01/02/2026	001-6105-461.46-01	MILEAGE 12/18/2025	47.74	
							VENDOR TOTAL *	47.74	
0005492	00	JEO CONSULTING GROUP, INC							
170438		PI0582	008824	00	12/23/2025	130-3130-431.62-19	GARDNER TRAFFIC SIGNAL	EFT:	736.21
							VENDOR TOTAL *	.00	736.21
0000108	00	K.C. BOBCAT INC							
19218200		005574		00	01/02/2026	001-6120-461.43-02	BOBCAT TRACTOR REPAIR	47.56	
							VENDOR TOTAL *	47.56	
0002671	00	KANSAS GAS SERVICE							
105962227 1225		005574		00	01/02/2026	001-6120-461.40-04	NATURAL GAS - P&R	576.67	
161419073 1225		005588		00	01/02/2026	501-4130-441.40-04	NATURAL GAS FOR SHOP	1,238.98	

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
0002671	00	KANSAS GAS SERVICE						
						VENDOR TOTAL *	1,815.65	
0005612	00	KOMLINE AERATOR SOLUTIONS, LLC						
6660		PI0587	009042	00 12/22/2025	531-4320-443.61-04	AERATORS FOR WWTP	EFT:	98,200.00
						VENDOR TOTAL *	.00	98,200.00
0004769	00	KRONOS SAASHR, INC						
I10080036981		005574		00 01/02/2026	602-1340-413.47-05	DEPOT EXCHANGE SUPPORT	EFT:	800.98
						VENDOR TOTAL *	.00	800.98
0005328	00	LETS- A LAW ENFORCEMENT						
003086		000017		00 01/02/2026	001-2110-421.47-05	PHONE MONITORING SOFTWARE	EFT:	2,490.00
						VENDOR TOTAL *	.00	2,490.00
0005186	00	LINDE GAS & EQUIPMENT						
53882234		005574		00 01/02/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	98.41
						VENDOR TOTAL *	.00	98.41
0004504	00	LINEAGE						
LIN45965770		000018		00 01/02/2026	602-1340-413.44-02	RENTAL 1/14/26 - 1/13/27	EFT:	552.00
						VENDOR TOTAL *	.00	552.00
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA						
00618562		005574		00 01/02/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	41.00
00618563		005574		00 01/02/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	4,272.00
						VENDOR TOTAL *	.00	4,313.00
0003579	00	MID-STATES MATERIALS LLC						
161878		005575		00 01/02/2026	521-4230-442.52-12	3/4 WASHED	373.25	
						VENDOR TOTAL *	373.25	
0004957	00	NEXGRID, LLC						
2025266		005575		00 01/02/2026	501-4130-441.52-31	ECONET	EFT:	3,041.07
						VENDOR TOTAL *	.00	3,041.07
0099999	00	NEXPOINT SFR SPE 3 LLC						
000071653		UT		00 12/26/2025	501-0000-229.00-00	MANUAL CHECK	59.90	
						VENDOR TOTAL *	59.90	
0000393	00	OLSSON, INC.						
562266		PI0585	009019	00 12/15/2025	501-4140-441.62-14	SUB 4 FINAL DESIGN	EFT:	3,391.69
						VENDOR TOTAL *	.00	3,391.69
0005622	00	PK TOWING & RECOVERY						
3506-1		005574		00 01/02/2026	001-2110-421.31-15	TOW SERVICE	EFT:	210.00
3507-1		005574		00 01/02/2026	001-2110-421.31-15	TOW SERVICE	EFT:	210.00
						VENDOR TOTAL *	.00	420.00
0005219	00	POLYDYNE, 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
0005219	00	POLYDYNE, INC							
1989339		005588		00	01/02/2026	521-4220-442.52-13	POLYMER	EFT:	1,206.00
							VENDOR TOTAL *	.00	1,206.00
0099999	00	RAUSCH COLEMAN HOMES							
000041665		UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	542.40	
							VENDOR TOTAL *	542.40	
0001236	00	SHAWNEE MISSION FORD							
73165		PI0583	008965	00	12/30/2025	001-2120-421.61-09	2026 FORD PD INTERCEPTOR	EFT:	44,969.00
							VENDOR TOTAL *	.00	44,969.00
0099999	00	SINGH, GURINDER							
000077909		UT		00	12/23/2025	501-0000-229.00-00	FINAL BILL REFUND	33.34	
							VENDOR TOTAL *	33.34	
0001566	00	STAPLES BUSINESS ADVANTAGE							
6050469836		005574		00	01/02/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	61.25
							VENDOR TOTAL *	.00	61.25
0004482	00	SUPERION, LLC							
453593		PI0589	009058	00	12/18/2025	001-1120-411.47-05	MIGRATION PREMISE-CLOUD	EFT:	2,460.00
							VENDOR TOTAL *	.00	2,460.00
0003689	00	TEMPLETON, SHANNON							
11062025		005575		00	01/02/2026	001-1140-411.46-01	MILEAGE 11/06/2025	37.80	
12092025		005575		00	01/02/2026	601-1230-412.46-01	MILEAGE 12/09/2025	29.40	
							VENDOR TOTAL *	67.20	
0000238	00	USA BLUE BOOK							
SO3911978		005576		00	01/02/2026	531-4320-443.52-13	SEWER DEODORIZER	EFT:	1,035.40
							VENDOR TOTAL *	.00	1,035.40
0001126	00	VALIDITY SCREENING SOLUTIONS							
263832		005574		00	01/02/2026	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	650.42
							VENDOR TOTAL *	.00	650.42
0005256	00	VOYA BENEFIT STRATEGIES							
319291		005574		00	01/02/2026	001-1140-411.31-15	DEC '25 COBRA DIRECT BILL	EFT:	77.00
							VENDOR TOTAL *	.00	77.00
0003221	00	WEX BANK							
109326422		000013		00	01/02/2025	001-0000-341.02-00	REBATES-MISC REVENUES	EFT:	94.94-
109326422		000006		00	01/02/2025	001-2110-421.52-09	PD ADMIN FUEL	EFT:	400.31
109326422		000007		00	01/02/2025	001-2120-421.52-09	PD OPERATIONS FUEL	EFT:	5,693.14
109326422		000009		00	01/02/2025	001-2120-421.43-05	PD OPS SERVICE EXPENDITUR	EFT:	704.78
109326422		000008		00	01/02/2025	001-2130-421.52-09	ACO FUEL	EFT:	38.55
109326422		000011		00	01/02/2025	001-3120-431.52-09	STREETS & STORM FUEL	EFT:	2,532.61
109326422		000010		00	01/02/2025	001-3130-431.52-09	PW ADMIN FUEL	EFT:	297.00
109326422		000005		00	01/02/2025	001-6120-461.52-09	P&R FUEL	EFT:	511.47

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0003221	00	WEX BANK							
109326422		000004		00	01/02/2025	001-7120-471.52-09	COMM DEV FUEL	EFT:	113.79
109326422		000003		00	01/02/2025	603-3150-431.52-09	BUILDING MAINT FUEL	EFT:	84.94
109326422		000012		00	01/02/2025	605-3116-431.52-09	FLEET FUEL	EFT:	40.22
							VENDOR TOTAL *	.00	10,321.87
0099999	00	WILMS, PATRICIA & ALAN							
000051799		UT		00	12/26/2025	501-0000-229.00-00	MANUAL CHECK	10.37	
							VENDOR TOTAL *	10.37	
							EFT/EPAY TOTAL ***		727,630.37
							TOTAL EXPENDITURES ****	12,033.16	727,630.37
						GRAND TOTAL	********************		739,663.53

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
0000350	00	AFFINIS CORP.							
0010770		PI0009	008933	00	12/24/2025	117-3130-431.62-04	GRAND ST - PINE TO CENTER	EFT:	14,200.00
							VENDOR TOTAL *	.00	14,200.00
0005535	00	ALWAYS & FUREVER MIDWEST ANIMAL SAN							
18802		005608		00	01/08/2026	001-2130-421.31-17	STRAY HOLD - 12/2/25 DOG	EFT:	140.00
							VENDOR TOTAL *	.00	140.00
0001986	00	ANIXTER, INC.							
6586953-00		005605		00	01/08/2026	501-4130-441.52-31	#2 TO 4/0 WEDGE TAP	EFT:	1,112.05
6621248-01		005605		00	01/08/2026	501-4130-441.52-31	#2 TO 4/0 WEDGE TAP	EFT:	1,816.34
6632044-01		005605		00	01/08/2026	501-4130-441.52-31	INSULATING CAP 200 AMP	EFT:	2,548.03
6633288-00		005605		00	01/08/2026	501-4130-441.52-31	LARGE DEADEND SHOE	EFT:	1,178.83
6615368-00		PI0010	009033	00	12/09/2025	501-4130-441.52-31	WIRE 1/0 AL STR TRIPLEX	EFT:	16,640.20
							VENDOR TOTAL *	.00	23,295.45
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT							
5933826		000022		00	01/08/2026	601-1230-412.45-02	'26 AIRPORT LIABILITY INS	EFT:	3,954.00
							VENDOR TOTAL *	.00	3,954.00
0005454	00	BOB ALLEN FORD OTTAWA							
FOCS257141		005608		00	01/08/2026	001-2120-421.43-05	UNIT #123 REMOVE DECALS	EFT:	216.60
							VENDOR TOTAL *	.00	216.60
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS87660		005591		00	01/08/2026	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	9,525.50
							VENDOR TOTAL *	.00	9,525.50
0005293	00	BRIGHTSPEED							
313440714 1225		005598		00	01/08/2026	551-4520-445.40-03	AIRPORT PHONE	EFT:	260.80
							VENDOR TOTAL *	.00	260.80
0011111	00	CHRISTIAN KELLEY							
SEILER PS TRAIN		000020		00	01/08/2026	001-2120-421.46-01	PER DIEM	197.20	
							VENDOR TOTAL *	197.20	
0000429	00	CINTAS FIRE PROTECTION							
8407947347		005605		00	01/08/2026	501-4130-441.31-15	FIRST AID CABINET SERVICE	EFT:	149.47
5303543407		005606		00	01/08/2026	521-4220-442.31-15	FIRST AID CABINET - WTP	EFT:	99.83
5307114605		005606		00	01/08/2026	521-4220-442.31-15	FIRST AID CABINET - WTP	EFT:	94.01
8407947347		005605		00	01/08/2026	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	109.33
8407947347		005605		00	01/08/2026	531-4320-443.31-15	FIRST AID CABINET SERVICE	EFT:	43.95
8407947347		005605		00	01/08/2026	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	109.33
							VENDOR TOTAL *	.00	605.92
0001538	00	CODE PUBLISHING COMPANY							
GCI0019091		PI0008	008834	00	12/31/2025	001-1150-411.31-15	EDITORIAL & LEGAL ANALYSI	EFT:	4,125.00
							VENDOR TOTAL *	.00	4,125.00
0000288	00	CROFT TRAILER SUPPLY, INC.							

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0000288	00	CROFT TRAILER SUPPLY, INC.							
712687		005599		00	01/08/2026	001-6120-461.52-01	MAINTENANCE SUPPLIES	EFT:	90.11
							VENDOR TOTAL *	.00	90.11
0001470	00	DALE'S TOW SERVICE							
269702		005602		00	01/08/2026	001-2120-421.43-05	GARDNER PD TOW SERVICE	98.00	
269868		000024		00	01/08/2026	001-2120-421.43-05	TOW PD VEHICLE #314	98.00	
							VENDOR TOTAL *	196.00	
0001557	00	DATCO, INC							
215263		005600		00	01/08/2026	001-3130-431.53-02	EMBROIDERY ON JACKETS	210.00	
							VENDOR TOTAL *	210.00	
0005264	00	DEBTBOOK							
DB2009236		PI0011	009066	00	12/30/2025	001-1310-413.47-05	ANNUAL DEBTBOOK SUB	EFT:	5,582.19
							VENDOR TOTAL *	.00	5,582.19
0004946	00	EVERGY							
4469208877		1225005605		00	01/08/2026	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	201.80	
9279570154		0126000025		00	01/08/2026	521-4220-442.40-05	ELECTRIC AT INTAKE	5,188.53	
2424383255		0126000025		00	01/08/2026	521-4220-442.40-05	ELECTRIC AT WTP	17,501.25	
							VENDOR TOTAL *	22,891.58	
0005608	00	FITNESS MACHINE TECHNICIANS							
4052-4686		005603		00	01/08/2026	001-2110-421.31-15	PREVENTATIVE MAINT	EFT:	160.00
							VENDOR TOTAL *	.00	160.00
0005441	00	FLOCK SAFETY							
INV-82602		PI0012	009069	00	12/21/2025	001-2120-421.43-02	PURCHASE LPR SYSTEM	EFT:	7,000.00
							VENDOR TOTAL *	.00	7,000.00
0003841	00	FUNFLICKS KS							
56210279		000025		00	01/08/2026	001-6110-461.54-51	06/12/2026 MOVIE SCREEN	419.00	
56210363		000025		00	01/08/2026	001-6110-461.54-51	07/10/2026 MOVIE SCREEN	419.00	
							VENDOR TOTAL *	838.00	
0004672	00	GUTERMANN, INC							
2025-0609		005605		00	01/08/2026	521-4230-442.52-12	DATA LOGGERS FOR WATER	EFT:	4,532.00
							VENDOR TOTAL *	.00	4,532.00
0003739	00	HAWKINS, INC.							
7294923		005592		00	01/08/2026	531-4320-443.52-13	POLYMER	EFT:	2,970.00
							VENDOR TOTAL *	.00	2,970.00
0000297	00	HERITAGE-CRYSTAL CLEAN							
19703687		005601		00	01/08/2026	605-3116-431.31-15	PARTS CLEANER	EFT:	75.00
							VENDOR TOTAL *	.00	75.00
0004271	00	IRON MOUNTAIN INC							
KYHP924		005606		00	01/08/2026	001-1150-411.31-15	OFF-SITE SHREDDING	EFT:	124.77

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0004271	00	IRON MOUNTAIN INC								
							VENDOR TOTAL *		.00	124.77
0002760	00	KA-COMM, INC								
199040		005608		00	01/08/2026	001-2110-421.43-02	BROKEN VOLUME KNOB		EFT:	230.00
							VENDOR TOTAL *		.00	230.00
0000332	00	KANSAS STATE TREASURER								
96705		000025		00	01/08/2026	001-0000-207.10-17	DECEMBER 2025 COURT	CHECK #:	133	120.00
96705		000025		00	01/08/2026	001-0000-207.10-13	DECEMBER 2025 COURT	CHECK #:	133	739.00
96705		000025		00	01/08/2026	001-0000-207.10-14	DECEMBER 2025 COURT	CHECK #:	133	198.00
96705		000025		00	01/08/2026	001-0000-207.10-11	DECEMBER 2025 COURT	CHECK #:	133	92.00
96705		000025		00	01/08/2026	001-0000-207.10-12	DECEMBER 2025 COURT	CHECK #:	133	1,511.00
96705		000025		00	01/08/2026	001-0000-207.10-15	DECEMBER 2025 COURT	CHECK #:	133	226.50
96705		000025		00	01/08/2026	001-0000-207.10-16	DECEMBER 2025 COURT	CHECK #:	133	120.00
							VENDOR TOTAL *		.00	3,006.50
0000492	00	KDHE - DIV OF HLTH & ENV LABS								
75601		005593		00	01/08/2026	521-4220-442.31-15	LAB FEES FOR SAMPLE TEST		EFT:	2,432.00
							VENDOR TOTAL *		.00	2,432.00
0000319	00	KERIT								
2026-1		PI0005	009048	00	12/12/2025	601-1230-412.45-01	WORKERS COMP RENEWAL 2026		EFT:	123,539.00
							VENDOR TOTAL *		.00	123,539.00
0002541	00	KIMBALL MIDWEST								
104017004		005605		00	01/08/2026	001-3120-431.52-10	WIRE FOR SIGNAL REPAIR		EFT:	134.45
							VENDOR TOTAL *		.00	134.45
0003399	00	KMEA WAPA OPERATING FUND								
WAPA-GA-2025-12		005594		00	01/08/2026	501-4120-441.41-01	WAPA ELECTRIC		EFT:	7,168.00
							VENDOR TOTAL *		.00	7,168.00
0001103	00	KUTAK ROCK LLP								
3674961		005604		00	01/08/2026	001-1305-413.31-01	2020BC ARB CALC		EFT:	2,500.00
							VENDOR TOTAL *		.00	2,500.00
0004949	00	LEGAL RECORD, THE								
L27297		005606		00	01/08/2026	001-1150-411.47-01	ORDINANCE PUBLICATION		EFT:	20.71
L27298		005606		00	01/08/2026	001-1150-411.47-01	ORDINANCE PUBLICATION		EFT:	20.71
L27299		005606		00	01/08/2026	001-1150-411.47-01	ORDINANCE PUBLICATION		EFT:	18.04
							VENDOR TOTAL *		.00	59.46
0005186	00	LINDE GAS & EQUIPMENT								
54154401		005605		00	01/08/2026	551-4520-445.44-02	CYLINDER RENTAL		EFT:	228.06
							VENDOR TOTAL *		.00	228.06
0000233	00	MAXIMUM LAWN CARE								
18162		005608		00	01/08/2026	001-2110-421.31-15	LAWN APPLICATION 12/11/25		EFT:	230.00
							VENDOR TOTAL *		.00	230.00
0003197	00	MIDWEST PUBLIC RISK-P & L CONTRIBUT								

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0003197	00	MIDWEST PUBLIC RISK-P & L CONTRIBUT							
PL20250509.74		PI0006	008854	00	01/01/2026	601-1230-412.45-02	25-26 P&L CONTRIBUTIONS	EFT:	403,481.50
							VENDOR TOTAL *	.00	403,481.50
0004957	00	NEXGRID, LLC							
2025233		PI0004	009046	00	12/01/2025	501-4110-441.47-05	PSSA - 2026 ANNUAL FEE	EFT:	91,076.00
							VENDOR TOTAL *	.00	91,076.00
0000142	00	OLATHE WINWATER WORKS							
210485 01		005605		00	01/08/2026	521-4230-442.52-31	8X3/4 SADDLE	EFT:	3,000.00
							VENDOR TOTAL *	.00	3,000.00
0005440	00	PACE SYSTEMS, INC							
IN00072965		005605		00	01/08/2026	001-2110-421.47-05	SCHEDULING SOFTWARE - PD	EFT:	2,835.00
							VENDOR TOTAL *	.00	2,835.00
0005146	00	POSM SOFTWARE LLC							
25_4910		PI0001	009068	00	10/21/2025	531-4330-443.31-15	1 YEAR SUPPORT CONTRACT	EFT:	8,250.00
							VENDOR TOTAL *	.00	8,250.00
0005357	00	RAINBOW FIREWORKS INC							
2026 FIREWORKS		PI0007	009036	00	01/08/2026	001-6110-461.54-51	DEPOSIT 2026 FIREWORKS	EFT:	12,450.00
							VENDOR TOTAL *	.00	12,450.00
0003110	00	REJIS COMMISSION							
569034		005608		00	01/08/2026	001-2110-421.47-05	LEWEB SUBSCRIPTION FEE	EFT:	93.89
							VENDOR TOTAL *	.00	93.89
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS							
012		PI0013	008777	00	01/01/2026	001-1130-411.31-15	PROFESSIONAL SERVICES-DEC	EFT:	9,000.00
							VENDOR TOTAL *	.00	9,000.00
0004069	00	ROLLF, DAVID							
DRE TRAINING		000021		00	01/08/2026	001-2120-421.46-01	PER DIEM	326.40	
							VENDOR TOTAL *	326.40	
0005307	00	RUSH TRUCK CENTER OF MISSOURI							
3044457794		005605		00	01/08/2026	605-3116-431.52-05	TRUCK REPAIRS #508	EFT:	882.54
							VENDOR TOTAL *	.00	882.54
0005104	00	SESAC RIGHTS MANAGEMENT							
10875219		000025		00	01/08/2026	001-6105-461.46-02	MUSIC LICENSE 2026	EFT:	641.00
							VENDOR TOTAL *	.00	641.00
0005195	00	STERICYCLE							
8013040566		005605		00	01/08/2026	001-2110-421.31-15	SHREDDING SERVICES	EFT:	147.18
							VENDOR TOTAL *	.00	147.18
0004613	00	SUMNER, JULIE							
12312025		005605		00	01/08/2026	001-3110-431.46-01	MILEAGE 12/29/2025	37.80	

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0004613	00	SUMNER, JULIE					
					VENDOR TOTAL *	37.80	
0002545	00	SWANK MOTION PICTURES, INC					
BO 2670535	000025		00 01/08/2026	001-6110-461.54-51	FULL SCREEN DVD	EFT:	430.00
					VENDOR TOTAL *	.00	430.00
0099999	00	THACH, PHALA THI					
000072601	UT		00 11/13/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 133914	10.80-
					VENDOR TOTAL *	.00	10.80-
0005498	00	THOMSON REUTERS WEST PUBLISHING COR					
853059294	005605		00 01/08/2026	001-2110-421.31-15	ETAC-ONLINE/SOFTWARE	EFT:	413.49
					VENDOR TOTAL *	.00	413.49
0003962	00	TRANSLATIONPERFECT.COM					
15502	005605		00 01/08/2026	001-1330-413.31-15	INTERPRETER	EFT:	223.23
					VENDOR TOTAL *	.00	223.23
0005334	00	TSE ENTERTAINMENT, LLC					
1175696	PI0002	009049	00 11/30/2025	001-6110-461.54-51	2026 TALENT - JULY 4TH	19,000.00	
					VENDOR TOTAL *	19,000.00	
0000105	00	TYLER TECHNOLOGIES, INC					
CI100-00235765	PI0003	009053	00 11/30/2025	001-1330-413.47-05	2026 ANNUAL FEES	EFT:	23,732.53
					VENDOR TOTAL *	.00	23,732.53
0000238	00	USA BLUE BOOK					
INV00920931	005596		00 01/08/2026	501-4130-441.52-12	SAFETY SIGNS	EFT:	1,478.00
INV00918971	005595		00 01/08/2026	531-4320-443.52-13	SEWER DEODORIZER	EFT:	1,035.40
					VENDOR TOTAL *	.00	2,513.40
0000026	00	USIC LOCATING SERVICES					
781938	005605		00 01/08/2026	001-3120-431.31-15	TRAFFIC SIGNAL LOCATES	EFT:	15.91
781936	005597		00 01/08/2026	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	111.37
					VENDOR TOTAL *	.00	127.28
0000289	00	VIKING INDUSTRIAL SUPPLY					
12685	005606		00 01/08/2026	001-6130-461.52-01	SHOP SUPPLIES	EFT:	574.94
					VENDOR TOTAL *	.00	574.94
0000366	00	WARDROBE CLEANERS INC.					
01032026STM	005605		00 01/08/2026	001-2120-421.42-02	DRY CLEANING	213.00	
					VENDOR TOTAL *	213.00	
0005339	00	WARREN PLACE EVENT CENTER, INC					
388408-000427	000023		00 01/08/2026	001-6110-461.54-51	'26 BREAKFAST WITH SANTA	1,500.00	
					VENDOR TOTAL *	1,500.00	
					HAND ISSUED TOTAL ***		2,995.70

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
0005339	00							
						EFT/EPAY TOTAL ***		773,250.29
						TOTAL EXPENDITURES ****	45,409.98	776,245.99
					GRAND TOTAL	********************		821,655.97

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 3**
MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: DAVID HUNTER, UTILITY DIRECTOR

Agenda Item: Consider authorizing the City Administrator to execute memorandum of agreement with Capital Electric Line Builders, LLC, in an amount of $1,725,000 plus applicable taxes for the installation and construction of Substation 4

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Electric Division

Staff Recommendation:
Authorize the City Administrator to execute a memorandum of agreement with Capital Electric Line Builders, LLC, in an amount of $1,725,000 plus applicable taxes for the installation and construction of Substation 4

Background/Description of Item:

IFB Process:
On August 6, 2025, City staff issued an Invitation for Bid for installation and construction as part of Substation 4 CIP Project EL4005. The invitation was published in the Drexel plan room. A total of six (6) companies submitted a bid shown below:

Company	Bid	Lead Time
Electricomm	$1,143,308.06	TBD
Capital Electric Line Builders, LLC.	$1,725,000.00	TBD
Black and McDonald Limited	$1,915,420.25	TBD
PAR Electrical Contractors	$2,030,640.46	TBD
Expanse Electrical	$2,260241.00	TBD
Mark One Electric	$3,995,415.00	TBD

Submitted bids were reviewed by Olsson and staff with the recommendation of **Capital Electric Line Builders LLC**. After a detailed analysis of Electricomm's proposal, it revealed several pricing components that raise significant concerns regarding project execution, material quality, and the likelihood of substantial change orders. Specifically, abnormally low values suggest a risk of substandard materials and insufficient labor, which could lead to project delays and cost overruns. Consequently, Electricomm has been deemed an unqualified bidder. Staff recommends proceeding with the bid from Capital Electric Line Builders LLC.

Financial Impact:
Expenditure to be paid from the Electric Fund.

Attachments:

- Construction and installation Comparison Table
- Letter of recommendation for contract award

Suggested Motion:

Authorize the City Administrator to execute a memorandum of agreement with Capital Electric Line Builders, LLC, in an amount of $1,725,000 plus applicable taxes, for the installation and construction of Substation 4

BID TABULATION

4-Nov-2025 Proj. #021-03234-B

INSTALLATION AND CONSTRUCTION OF SUBSTATION #4
GARDNER, KS 2025

olsson

CONTRACTOR				Black & McDonald Limited		Capital Electric Line Builders LLC		Electricomm		Expanse Electrical		Mark One electric		PAR Electrical Contractors	
				Kansas City, MO		Parkville, MO		Burlingame, KS		Houston, TX		Kansas City, MO		Lenexa, KS	
CONTACT				KOLTON KONO; KKONO@BLACKANDMCDONALD.COM; 816-483-0257		JACKSON BLANCARTE; JACKSON.BLANCARTE@CAPITALELECTRIC.COM; 913-620-7302		BRUCE KAYSER; BKAYSER@EC-KS.NET; 785-633-5756		BRANDON BITTLE; BRANDON.BITTLE@EXPANSEELECTRICAL.COM; 405-818-6429		NICK CLEMONS; NICK.CLEMONS@MARKONE.COM; 816-842-7023		JENNIFER HANLON; 816-474-9340	
Item No.	**ITEM**	**QTY.**	**UNIT**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	BID SECTION I - INSTALL WATER METERS														
1	Mobilization / Demobilization	1		$ 50,109.67	$50,109.67	$ 53,358.50	$53,358.50	$ 35,484.99	$35,484.99	$ 50,000.00	$50,000.00	$ 103,854.00	$103,854.00	$ 77,189.00	$77,189.00
2	Site Preparation & Erosion Control	1			$0.00	$ 20,571.70	$20,571.70		$0.00		$0.00		$0.00	$ 204,626.76	$204,626.76
3	Foundation Excavation & Backfill	1			$0.00	$ 17,640.00	$17,640.00	$ 42,563.59	$42,563.59	$ 31,661.97	$31,661.97	$ 32,051.57	$32,051.57	$ 53,996.40	$53,996.40
4	Drilled Concrete Piers and Shafts	1		$ 533,630.00	$533,630.00	$ 225,330.00	$225,330.00	$ 170,312.96	$170,312.96	$ 228,429.60	$228,429.60	$ 454,731.64	$454,731.64	$ 172,468.90	$172,468.90
5	Equipment Foundations (Transformers, Breakers, etc.)	1		$ 122,041.08	$122,041.08	$ 187,425.00	$187,425.00	$ 151,188.96	$151,188.96	$ 220,509.72	$220,509.72	$ 372,499.34	$372,499.34	$ 219,543.54	$219,543.54
6	Concrete Cable Trench & Cover Installation	1		$ 111,707.64	$111,707.64	$ 122,102.95	$122,102.95	$ 41,782.00	$41,782.00	$ 94,955.00	$94,955.00	$ 299,642.82	$299,642.82	$ 592,908.88	$592,908.88
7	Underground Duct Bank Installation	1		$ 27,231.75	$27,231.75	$ 84,184.99	$84,184.99	$ 35,217.00	$35,217.00	$ 175,000.00	$175,000.00	$ 75,870.93	$75,870.93	$ 31,507.92	$31,507.92
8	Conduit Installation (Various Sizes)	1		$ 435,845.10	$435,845.10	$ 294,865.47	$294,865.47	$ 109,622.80	$109,622.80	$ 130,545.70	$130,545.70	$ 323,344.99	$323,344.99	$ 47,445.56	$47,445.56
9	Grounding System Installation	1		$ 157,900.21	$157,900.21	$ 269,089.84	$269,089.84	$ 69,240.00	$69,240.00	$ 334,620.00	$334,620.00	$ 835,272.52	$835,272.52	$ 215,488.07	$215,488.07
10	Steel Structure Installation	1		$ 51,793.64	$51,793.64	$ 26,892.68	$26,892.68	$ 33,037.86	$33,037.86	$ 133,033.50	$133,033.50	$ 415,644.60	$415,644.60	$ 20,140.71	$20,140.71
11	Bus Installation (Aluminum/Copper)	1		$ 53,530.51	$53,530.51	$ 110,431.03	$110,431.03	$ 47,689.20	$47,689.20	$ 120,343.20	$120,343.20	$ 163,815.83	$163,815.83	$ 91,957.05	$91,957.05
12	Equipment Setting (Breakers, PTs, CTs, etc.)	1		$ 133,634.23	$133,634.23	$ 129,255.19	$129,255.19	$ 18,426.27	$18,426.27	$ 167,123.40	$167,123.40	$ 323,989.80	$323,989.80	$ 75,021.85	$75,021.85
13	Fence Installation (Chain Link with Grounding)	1			$0.00	$ 30,991.23	$30,991.23	$ 10,534.00	$10,534.00	$ 99,249.96	$99,249.96		$0.00		$0.00
14	Rock Surfacing	1			$0.00	$ 61,425.00	$61,425.00	$ 134,883.84	$134,883.84	$ 187,971.00	$187,971.00	$ 237,962.87	$237,962.87	$ 117,452.63	$117,452.63
15	Lightning Protection System Installation	1			$0.00	$ 10,330.98	$10,330.98	$ 6,492.77	$6,492.77	$ 28,185.98	$28,185.98	$ 48,526.59	$48,526.59	$ 5,742.84	$5,742.84
16	Sleeves and Seals for Penetrations	1			$0.00	$ 10,671.70	$10,671.70	$ 3,543.02	$3,543.02	$ 17,466.73	$17,466.73	$ 77,046.87	$77,046.87	$ 5,617.98	$5,617.98
17	Safety and Signage	1			$0.00	$ 17,074.72	$17,074.72	$ 11,773.73	$11,773.73	$ 12,471.89	$12,471.89	$ 77,046.87	$77,046.87	$ 11,286.17	$11,286.17
18	Commissioning Support & As-Builts	1			$0.00	$ 53,358.50	$53,358.50	$ 39,407.54	$39,407.54	$ 228,673.35	$228,673.35	$ 154,093.73	$154,093.73	$ 30,240.38	$30,240.38
19	Spare Parts and Materials (if specified)	1			$0.00		$0.00		$0.00		$0.00		$0.00	$ 58,005.84	$58,005.84
	Total Base Bid				$ 1,915,420.25		$1,725,000.00		$1,143,308.06		$2,260,241.00		$3,995,415.00		2,030,640.46
								Control Cable	120,466.00						
								Trench Underdrai	61,641.54						
				Clarifications and exceptions				Clarifications appear to be bidder questions and responses during the bidding period		Clarifications and exceptions		Clarifications and exceptions		Clarifications and exceptions	
	Bid Bond Included			5%		5%		5%		5%		5%		5%	
	Acknowledge Addendum 1					X		X		X		X		X	
	Acknowledge Addendum 2					X		X		X		X		X	
	List of relevant projects/clients							X		X		X		X	
	TOTAL BID SECTION I:				**$1,677,423.83**		**$1,724,999.48**		**$1,143,308.07**		**$2,260,241.00**		**$3,995,394.97**		**$2,030,640.48**
				Lump Sum		**Lump Sum**		**Lump Sum**		**Lump Sum**		**Lump Sum**		**Lump Sum**	

LETTER OF RECOMMENDATION FOR CONTRACT AWARD
Project: Installation and Construction of Substation #4 – Gardner, KS
Date: 12/3/2025

Evan,
On behalf of Olsson, we have completed a detailed review of the bids received for the Installation and Construction of Substation #4 for the City of Gardner, Kansas. After thorough evaluation of the submitted proposals, associated clarifications, and comparative analysis of unit pricing, we offer the following professional recommendation.

1. **Summary of Bid Review**

Six bids were received for this project. The three most competitive bids were:

A. Electricomm – $1,143,308.06 (Lowest Bid)
B. Capital Electric Line Builders LLC – $1,725,000.00
C. PAR Electrical Contractors – $2,030,640.46

2. **Evaluation of Electricomm**

While Electricomm submitted the lowest bid at $1,143,308.06, several key pricing components raise significant concerns regarding project execution risk, material quality, and potential for substantial change orders.
Examples include:

A. <u>Conduit Installation:</u> Extremely low relative to industry norms, especially given that conduit installation is largely related to concrete cable trenching.
B. <u>Grounding Installation:</u> Electricomm proposes to provide exothermic welds but at pricing levels that suggest risk of inadequate materials or future requests for additional compensation.
C. <u>Drilled Piers:</u> Pricing remains significantly below typical market values and may indicate future change order exposure.

These abnormally low values suggest the potential for substandard materials, insufficient labor causing delays and additional compensation through change orders once construction begins.
As such, Electricomm's bid is not commercially reasonable and presents high execution risk.

3. **Evaluation of Capital Electric Line Builders LLC**

Capital Electric Line Builders submitted a bid of $1,725,000.00, approximately $300,000 lower than PAR and well within industry expectations. Capital is a qualified contractor with significant substation construction experience. Capital's pricing is consistent with typical labor and equipment costs and does not exhibit the anomalies in the Electricomm proposal.

Issues noted:

A. No spare parts included
B. Fencing cost is high and suggests potential demolition/rebuild rather than coordinated work with Evergy's contractor.

These items can be corrected. If selected, we recommend awarding contingent upon revising fencing scope and clarifying spare parts will be furnished at their expense.

4. **Evaluation of PAR Electrical Contractors**

PAR Electrical Contractors submitted a complete and technically thorough bid totaling $2,030,640.46. Their bid reflects:

A. Full scope understanding
B. Realistic labor/equipment allocations
C. Minimal risk of scope gaps

If not for Capital's lower pricing, PAR would be recommended for award. However $300,000 would be a large change request for Capital to request without significant scope change.

5. **Additional Considerations**

Both Capital Electric and PAR are approved with Evergy, the adjacent utility. Their qualifications provide benefits such as:

A. Coordination efficiency
B. Shared service familiarity
C. Reduced schedule conflicts

6. **Recommendation**

Olsson recommends award to Capital Electric Line Builders LLC, contingent upon correction of fencing costs and clarification of spare parts requirements.

Attached is the fully summary table for your review. If you require a more formal signed letter, that can be provided. With this award, Olsson is looking to provide IFC documents January 16th 2026 which will be uploaded directly to the City and the selected vendor. All reference documents will be part of this submittal and be considered the closeout of the main portion of this contract (Excluding FATs). Once construction has started we will utilize the construction administration budget provided. As that budget gets utilized we will keep you posted on if additional site visits are recommended and costs associated with that.

Regards,

Peter Bergamini P.E.

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 4

MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item:	Consider authorizing the execution of an agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.
Strategic Priority:	Infrastructure and Asset Management Fiscal Stewardship Quality of Life
Department:	Public Works

Staff Recommendation:
Staff recommends authorization to execute an agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.

Background/Description of Item:
The City's Transportation Master Plan (TMP) identified 167th Street, between Center Street and Moonlight Road for future widening and improvements. 167th Street has continued to become a heavily utilized east-west arterial roadway, supporting continued residential development in the north and west reaches of the City.

In July 2024, the City submitted a grant application to the Federal Highway Administration's Surface Transportation Block Grant program through the Mid-America Regional Council (MARC) for construction of the 167th Street Project. MARC notified the City of a grant award in an amount not to exceed $6,471,000 in February 2025.

Financial Impact:
This agreement is required for federal funding participation and there are no costs specifically associated with it. The awarded federal funding will be utilized for future participating construction costs and will require a 20% local match.

Attachments Included:
- City/State Agreement

Suggested Motion:
Authorize the execution of an agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.

PROJECT NO. 46 N-0820-01
STP-N082(001)
MARC TIP #343111
GARDNER: 167TH STREET IMPROVEMENTS
CITY OF GARDNER, KANSAS

A G R E E M E N T

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

RECITALS:

A. The Mid-America Regional Council (MARC) has been designated by the states of Kansas and Missouri as the Metropolitan Planning Organization (MPO) for the bi-state Kansas City metropolitan region.

B. The City has submitted to MARC and MARC has approved the City’s Project for receipt of Surface Transportation Block Grant (STBG) federal funds and is the subject of this Agreement.

C. The City has requested, and Secretary has authorized, the City’s 167th Street Improvements Project, as further described in this Agreement.

D. The Secretary and the City desire to construct the Project and the City assumes sponsorship of the Project.

E. Since the City will sponsor the Project that includes a section that is outside of city limits and in Johnson County, Kansas (County), the City shall formalize its understanding of the Project with the County, separate from this Agreement.

F. This Agreement does not preclude the City and County from making a separate agreement together in authorizing, collaborating, or sharing their responsibilities in this Agreement to complete this project in a cohesive and timely manner.

G. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided such work is required to be done in accordance with the laws of Kansas and any applicable federal requirements.

H. Under K.S.A. § 68-169, the Parties are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

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

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

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

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

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

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

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

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

8. **"County"** means Johnson County, Kansas, with its place of business at 111 S. Cherry St., Olathe, KS 66061.

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

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

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

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

13. **"Hazardous Waste"** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may

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

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

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

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

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

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

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

20. **"Project"** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being **Project No. 46 N-0820-01, to construct 2-lane divided roadway with dedicated left turn lanes, bike lanes, sidewalk, shared use path, and culvert extensions on 167th Street from North Center Street to North Moonlight Road in Gardner, Kansas**, and is the subject of this Agreement.

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

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

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

24. **"Secretary"** means the Secretary of Transportation of the State of Kansas and the Secretary's successors and assigns.

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

ARTICLE II

FUNDING:

1. Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree the costs and contributions reflected below are estimates to be used for encumbrance purposes and are subject to change.

Party	Funding Source	Responsibility
Secretary	Federal and/or State Funds	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed $6,471,000
City	Local	20% of Participating Costs of Construction and CE until the Secretary's limit is reached 100% Participating Costs of Construction and CE after the Secretary's limit is reached 100% of Costs of Preliminary Engineering (PE), Right of Way, Utility Adjustments, and Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

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

2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than one thousand dollars ($1,000.00) and no more frequently than monthly. Such

payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

3. **Final Payment.** Any final amount due for the authorized work performed under this Project will be based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

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

4. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, or an equivalent City manual that the City certifies in the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions required by the Secretary or by the City (i.e., City of Gardner Project Development Procedures and Standard Specifications) with the Secretary's concurrence, and with the rules and regulations of the FHWA pertaining to the Project.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article IV, 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq*.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, 4 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

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

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

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

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

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

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees to the extent

permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.,) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City's employees, or subcontractors.

9. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, in the manner required by the FHWA and the City's manual that is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

10. **Prevailing Wages.** The City shall require the Contractor to pay prevailing wages. The City shall incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The City can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

11. **Performance Bond.** The City shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. **Plan Retention.** The City shall maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. **Bridge Plans.** If the Project involves construction, reconstruction, or replacement of a bridge, the City shall furnish to the Secretary copies of bridge plans, pertinent road plans, retraining wall plans, geology information, HAC (Hydraulic Assessment Checklist), shop details, erection plans, materials certifications and all copies of permits.

14. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the City shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

15. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If a Party defends a third party's claim, the Contractor shall indemnify the Party for damages paid to the third party and all related expenses any Party incurs in defending the claim.

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

17. **<u>Right of Way</u>.** The City agrees to the following with regard to Right of Way:

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

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

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

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

18. **<u>Removal of Encroachments</u>.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way as

shown on the final Design Plans for this Project. It is further agreed all such Encroachments shall be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal shall be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

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

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

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

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

(c) Time of Relocation. The City shall expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City shall initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

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

(e) Indemnification. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City shall indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

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

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

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

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

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

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

22. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the KDOT Local Projects LPA Project Development Manual or an equivalent City manual that the City certifies is the same or substantially similar to the KDOT Local Projects LPA Project Development Manual.

(a) By City Personnel. City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) By a Consultant. If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) Protective Clothing. The City shall require at a minimum all City personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

23. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City shall direct or cause its Contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of federal participation. The Secretary does not undertake the duty to perform day-to-day detailed inspection of the Project for the benefit of the City, the contractor, the consultant, or any third party, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans.

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

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

(b) Permanent Traffic Control. The location, form, and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

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

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

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

26. **Entrance Control.** The City shall control the construction or use of any entrances along the Project within the City including those shown on the final Design Plans.

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

28. **Cap Amount for Project Costs.** The City agrees that the "Not to Exceed" dollar amount above is subject to change as listed in the City's MPO's Transportation Improvement Plan ("TIP"). Final "Not to Exceed" dollar amounts will be determined by the Secretary at the time of Letting. Any necessary changes to the "Not to Exceed" amounts will be documented through a supplemental agreement.

29. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

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

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

ARTICLE V

FEDERAL REQUIREMENTS:

1. **Debarment & Suspension**. This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the Parties verify that neither they, nor their agents or employees, are presently debarred, suspended, proposed for debarment, declared

ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

2. **System for Award Management**. The City has registered with the System for Award Management (http://www.sam.gov), which provides a Unique Entity Identifier (SAM). The City shall maintain such registration at all times during which it has active federal awards.

3. **Buy America Compliance**. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

4. **Prohibition on Certain Technologies**. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

5. **Anti-Lobbying**. If the total value of this agreement exceeds one hundred thousand dollars ($100,000.00), a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be included to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the City agrees to the following provisions:

(a) Audit. It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part

200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) Audit Report. The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single or Program Specific Audit Report "(Audit Report") available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Amendments.** Any change in this Agreement, whether by modification and/or supplementation must be accomplished by a formal contract amendment or supplement signed and approved by the duly authorized representatives of the Parties.

2. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Attachments (Index provides List of Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

3. **FHWA Approval.** Decisions as to what Project costs are federal Participating Costs will be made in accordance with the requirements of the FHWA.

4. **Controlling Document.** If any provision of any agreement, plan, program, policy, arrangement, or other written document between the Parties and relating to the Project conflicts with any provision of this Agreement, the provision of this Agreement shall control and prevail.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement

6. **Civil Rights Act.** The **Civil Rights Act Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

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

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

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

11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

12. **Severability.** If any provision of this Agreement or any attachments hereto is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

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

ATTEST:	CITY OF GARDNER, KANSAS
______________________________	______________________________
CITY CLERK (Date)	MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: ______________________________________
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments
☒ Civil Rights Act
☒ Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

Federal Funds Lobbying Certification Attachment
Required Contract Provision

Definitions

1. **Designated Entity**: An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant**: An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt)**: Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person**: An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient**: All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation
As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

____________________________ ___________________________________

(Date) By: ___________________________________

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds):

(1) is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
(3) has a proposed debarment pending; or
(4) is or has been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: ____

____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

____

____

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: ____

Address: ____

City/State/Zip: ____

Authorized Company Official's Name and Title: ______________________________
(Typed or Printed)

Signature of Authorized Representative: ______________________________
(Date)

KANSAS DEPARTMENT OF TRANSPORTATION

CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

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

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

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

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

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

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

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

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

6. **Incorporation of Provisions**: The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
Department of Administration DA-146a
(Rev. 05-25)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

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

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

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

3. **Termination Due to Lack of Funding Appropriation or Funding Source**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.

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

5. **Anti-Discrimination Clause**: The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.

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

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

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

9. **Responsibility for Taxes**: The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.

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

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

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

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

14. **Restricted Funding Source**: The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 5

MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item:	Consider authorizing the execution of a contract with Redford Construction, Inc. to construct pipe and pavement repairs on Main Street.
Strategic Priority:	Infrastructure and Asset Management Fiscal Stewardship
Department:	Public Works

Staff Recommendation:
Staff recommends authorizing the execution of a contract with Redford Construction, Inc. to construct pipe and pavement repairs on Main Street, in the amount of $43,702.00.

Background/Description of Item:
A sinkhole and roadway pavement collapse developed on Main Street in September 2025, near the northeast corner of 109 E Main Street. Upon further investigation, it was found that a stormwater corrugated metal pipe (CMP) had failed at the sinkhole location and led to the loss of road subgrade and subsequent pavement failure. The City obtained the following competitive quotes for repair.

Company	Price
Redford Construction, Inc.	$43,702
GB Construction	$71,840
Subsurface Inc.	$40,000

Financial Impact:
The City will fund this project from the General Fund.

Attachments Included:
- Construction Quote and agreement

Suggested Motion:
Authorize the execution of a contract with Redford Construction, Inc. to construct pipe and pavement repairs on Main Street, in the amount of $43,702.00.

REDFORD CONSTRUCTION, INC.

Proposal:

To:	**City of Gardner, KS**
Date:	**11/5/2025**
Project:	**Main Street Storm Repair** **Gardner, KS**
Civil Engineer:	**N/A**
Plan Date:	**N/A**

Bid Item	BASE BID Description	Quantity	Unit	Unit Price	Extension
1	Mobilization/Demobilization	1	LS	$3,500.00	$3,500.00
2	Traffic Control	1	LS	$2,900.00	$2,900.00
3	Pavement Removal	144	SF	$8.00	$1,152.00
4	Pipe Removal 18" CMP	1	LS	$2,000.00	$2,000.00
5	Backfill Removal	30	YD	$15.00	$450.00
6	Replace Pipe with 18" HDPP	20	LF	$490.00	$9,800.00
7	Restore Subgrade/Backfill Using Flowfill	30	YD	$175.00	$5,250.00
8	Concrete Subbase 8"	80	SF	$12.00	$960.00
9	Top Ashphalt 2"	80	SF	$30.00	$2,400.00
10	Restore Curb KCMMB 4K	30	LF	$46.00	$1,380.00
11	Restore Sidewalk 4" KCMMB 4K	64	SF	$10.00	$640.00
12	RCB Wall Restoration	1	EA	$250.00	$250.00

***TOTAL BASE BID: $30,682.00**

Bid Item	ADD ALTERNATE NO.1 Description	Quantity	Unit	Unit Price	Extension
1	East Stormwater Inlet Remove & Replace	1	LS	$12,000.00	$12,000.00
2	Restore Curb KCMMB 4K	10	LF	$46.00	$460.00
3	Restore Sidewalk 4" KCMMB 4K	56	SF	$10.00	$560.00

***TOTAL ALTERNATE: $13,020.00**

* **City of Gardner Permit Fees are EXCLUDED.**
Any work with Contaminated Soil is EXCLUDED.
Relocation of Existing Utilities is EXCLUDED.
Geotechnical Testing is EXCLUDED.
Sales Tax is EXCLUDED.

*This bid is valid for 30 Days.
*The final contract amount will be subject to adjustment according to final measurement of used or delivered quantities.
*This bid is contingent upon the owner furnishing evidence of sufficient funding for the project.
*If the Owner fails to make payment as stated above, there shall be added to each payment daily interest at a rate of 25% per annum, commencing on the first day after payment is due and continuing until payment is delivered or mailed to the Contractor. If such rate of interest exceeds the maximum permitted by law, then such maximum shall prevail.

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

CONSENT OF OWNER

CONSENT IS HERBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY WHICH IS IT LOCATED IF THEY ARE NOT PAID.

REDFORD CONSTRUCTION, INC.	11/5/25 DATE
CITY OF GARDNER, KS	DATE

*Work will not commence until a signed proposal has been received by Redford Construction, Inc.

TIME FOR COMPLETION: Contractor shall have __30__ days to complete work with a final completion date of no later than March 6th, 2026.

Authorized Signature: __________________ Date: 1/6/26

Name and Title: Thomas Hudgens, PM

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 6

MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: PAMELA WALDECK, POLICE CHIEF

Agenda Item:	Consider authorizing the Mental Health Co-Responder Funding Agreement with the Johnson County Sheriff's Office and contributing $20,000 per year toward the Sherriff's Office Co-responder costs for the 2025 and 2026 calendar year.
Strategic Priority:	Quality of Life
Department:	Police Department

Staff Recommendation:

Staff recommends authorizing the execution of the Mental Health Co-Responder Funding Agreement and authorizing the use of the Special Alcohol and Drug Fund to contribute $20,000 toward the Co-Responder program for the 2025 calendar year and $20,000 for the 2026 calendar year.

Background/Description of Item:

The Crisis Intervention Team (CIT) program is a community partnership of law enforcement, mental health and addiction professionals, individuals who live with mental illness and/or addiction disorders, their families, and other partners to improve community responses to mental health crises. CIT is a program that provides the foundation necessary to promote community and statewide solutions to assist individuals with a mental illness and/or addictions. The CIT Model reduces both stigma and the need for further involvement with the criminal justice system. Communities that prescribe to the CIT Program model, have higher success rates in resolving serious crisis situations.

The CIT Co-responder position which serves Gardner is funded through the Johnson County Sheriff's Office with the Co-responder being employed by the community mental health provider, Johnson County Mental Health. Total compensation for the position is about $95,000, the requested contribution from the City of Gardner for 2025 and 2026 calendar year is $20,000 per year.

Financial Impact:

The requested contribution from the City of Gardner for the 2025 calendar year is $20,000 and for 2026 is $20,000. This shall be paid using funds from the Special Alcohol and Drug Fund.

Attachments included:

- Proposed agreement with Johnson County Sheriff's Office

Suggested Motion:

Authorize the City Administrator to enter into an agreement with the Johnson County Sheriff's to provide co-responder services through Johnson County Mental Health Center and agree to pay $20,000 per year for 2025 and 2026, utilizing funds from the Special Alcohol and Drug fund.

MENTAL HEALTH CO-RESPONDER FUNDING AGREEMENT

THIS AGREEMENT, effective October 1, 2025 (the "Effective Date"), by and between the City of Gardner, Kansas ("City"); the Sheriff of Johnson County, Kansas ("Sheriff"); and the Johnson County Board of County Commissioners, by and through its Budget and Financial Planning Department ("County") (collectively, the "Parties").

Recitals

A. Pursuant to the "JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER PROJECT COOPERATIVE MEMORANDUM OF UNDERSTANDING" ("MOU") between the Sheriff and Johnson County Mental Health Center ("JCMHC"), the Sheriff currently utilizes and dispatches Qualified Mental Health Professional(s) ("Co-Responder") to improve service response to individuals who suffer from mental health issues and/or have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.

B. The Sheriff currently dispatches Co-Responders on service calls to individuals in the City.

C. The County funds the Co-Responder position from which the Sheriff and City benefit.

D. The City understands and would like to continue receiving the benefits of Co-Responders and is amendable to funding a portion of the County's Co-Responder costs.

ARTICLE I
Purpose and Scope of Services

1.0. **Purpose and Scope of Service**

This agreement is to set forth the terms by which the City will fund a portion of the County's Co-Responder costs.

ARTICLE II
Term

2.0. **Term**

2.1. Initial Term. The Initial Term of this Agreement shall be from the Effective Date through December 31, 2025.

2.2. Renewal. At the conclusion of the Initial Term, this Agreement will automatically renew for a 1-year Renewal Term, January 1, 2026 through December 31, 2026.

ARTICLE III

Compensation

3.0. **Compensation**

3.1. Total compensation. The City will contribute $20,000 towards the County's Co-responder costs during the Initial Term and Renewal Term of this Agreement.

3.1.1. **Payment due**. Payment is due within 15 days of receipt of County's invoice to City.

3.2. Funding terms. The funding amount is based on City's proportional call volume for Co-Responder service calls dispatched by Sheriff to City.

ARTICLE IV

Responsibilities

4.0. **Responsibilities**

4.1. The Sheriff's Responsibilities.

4.1.1. The Sheriff will continue to utilize Co-Responders for service calls within City.

4.2. The City's Responsibilities.

4.2.1. The City will make payment to County according to the terms of this Agreement.

4.3. The County's Responsibilities.

4.3.1. The County will fund the Co-Responder position for the duration of this Agreement.

ARTICLE V

General Terms

5.0. **General Terms**

5.1. **Amendments**. This Agreement may be amended by supplemental writing signed by both Parties.

5.2. **Anti-Discrimination Clause**. The Parties agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, color, national origin, ancestry, religion (or no religion), creed, sex or gender, sexual orientation, gender identity or expression, pregnancy, age, disability, genetic information, military service, or veteran status in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Other Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that either Party has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, without penalty thereto.

5.3. **Choice of Law**. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action arising in connection with this Agreement will be brought in the district court of Johnson County, Kansas, to the exclusion of all other venues.

5.4. **Compliance with Laws**. The Parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

5.5. **Counterparts and Electronic Delivery**. This Agreement may be executed in one or more counterparts, each of which will for all purposes be deemed an original and all of which will constitute the same agreement. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Signatures to this Agreement transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original signature.

5.6. Entire Agreement. This Agreement is the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement does not have any effect on the MOU between the Sheriff and JCMHC referenced above.

5.7. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

5.8. Funding. This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto (the "Act"). By virtue of this Act, the City is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the City's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source.

5.9. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5.10. Insurance. County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Other Party shall bear the risk of any loss or damage to any personal property to which Other Party holds title.

5.11. Notice. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the Parties either by regular mail, facsimile, e-mail, or delivery in person.

5.12. Open Records. The terms, conditions, requirements, and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., any applicable federal or state laws, or court order.

5.13. Termination. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

5.14. Third Party Beneficiary. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

5.15. Waiver. The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Further, no provision of this Agreement will be given effect that attempts to require the County to waive any statutory defense or rights regarding this Agreement, including, but not limited to, statute of limitations or the Kansas Tort Claims Act.

5.16. Signatures. The Sheriff and City have caused this Agreement to be signed by their respective authorized representatives.

Remainder of Page Intentionally Left Blank. Signatures to Follow.

SHERIFF OF JOHNSON COUNTY, KANSAS

Byron Roberson, Sheriff

BUDGET AND FINANCIAL PLANNING DEPARTMENT, JOHNSON COUNTY

Robin Symes, Director

CITY OF GARDNER, KANSAS

Printed Name:

Title:

ATTEST:

Printed Name:

City Clerk

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 7**
MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider appointments to the Planning Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider reappointing Matt Combs to the Planning Commission with a term expiring January 21, 2029.

Background/Description of Item:

There is a vacancy on the Planning Commission. The Executive Committee interviewed four candidates and recommended reappointment.

Suggested Motion:

Appoint Matt Combs to serve on the Planning Commission with a term expiring January 21, 2029.

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 8**
MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of an agreement with Orrick & Erskine, LLP for real property acquisition services for various Capital Improvement Program roadway projects.

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

Department: Public Works

Staff Recommendation:
Staff recommends authorization to execute an agreement with Orrick & Erskine, LLP for real property acquisition services for various Capital Improvement Program roadway projects, in an amount of $247,069.00.

Background/Description of Item:
The Public Works Department issued a request for proposal (RFP) solicitation on November 25, 2025 for real property acquisition services from qualified firms. This solicitation request was posted on the City's bid opportunities webpage and with the Legal Record. The City received three responses and a selection committee evaluation determined Orrick & Erskine, LLP to be the most beneficial to the City.

These services will be used to acquire the necessary additional right-of-way and easements to construct three roadway improvements projects that are identified in the City's 2026-2030 Capital Improvement Program. These are:

- 167th Street, between Center Street and Moonlight Road (PW6004)
- 175th Street, between I-35 and ½ mile east of Clare Road (PW6031)
- Grand Street, between Center Street and Pine Street (PW6030)

Financial Impact:
The total cost of these services will be broken down by project and funded as follows:

- 167th Street – $124,200.00, Special Highway Fund
- 175th Street – $56,700.00, Special Highway Fund
- Grand Street – $66,169.00, Infrastructure Special Sales Tax Fund

Attachments Included:

- Professional Services Agreement

Suggested Motion:
Authorize the execution of an agreement with Orrick & Erskine, LLP for real property acquisition services for various Capital Improvement Program roadway projects, in an amount of $247,069.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this ___day of __________, 2026 by and between the City of Gardner, Kansas, [hereinafter "City"], and Orrick & Erskine, LLP [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified legal and property acquisition services firm experienced in the acquisition of real property and real property interests under appliable state and federal statutes and regulations and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

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

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from January 20, 2026 to July 31, 2026 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

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

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

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

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

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

3.0 Scope of Services.

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

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

3.3 Assigned Personnel.

3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.

3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Tim Orrick, Joe Erskine, Elaine Bailey, Cole Orrick, Lori McCall, Daniel Kann, Derek Shaner.

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

3.3.4 The Consultant shall designate Tim Orrick [913-208-8026, timorrick@orricklawgroup] as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

3.3.5 City shall designate Matt Just (913-856-0957) as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

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

5.0 Payment.

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

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

5.3 All invoices should be sent to Matt Just.

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

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

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

5.5 City agrees to pay Consultant an amount not to exceed the sum of $247,069.00 for performing services detailed in Exhibit A. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.

5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.

5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 <u>Cash Basis and Budget Laws.</u>

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

7.0 <u>Indemnification.</u>

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

8.0 <u>Insurance.</u>

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

- □ Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- □ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;

- □ Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

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

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

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

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

AND

3) Carries at least a Class X financial rating.

OR

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

9.0 Conflict of Interest.

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

10.0 Nondiscrimination.

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

11.0 Facilities and Equipment.

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

12.0 Accessibility.

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

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City’s sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

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

13.3 Maintenance of Records.

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

14.0 Independent Contractor.

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

15.0 Compliance with Laws.

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

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

16.0 Assignment.

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

17.0 Confidentiality.

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

18.0 Notices.
All notices hereunder shall be given in writing and sent as follows:
To City:
Matt Just, P.E.
City of Gardner
120 East Main Street
Gardner, KS 66030

To Consultant:
Tim Orrick
Orrick & Erskine, LLP
11900 College Blvd., Suite 203
Overland Park, KS 66210
913-208-8026
timorrick@orricklawgroup.com

19.0 Amendments.
19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.
19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.
City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

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

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

23.0 Negotiations.

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

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

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

26.0 Authority to Enter into Agreement.

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

27.0 Incorporation of Appendices.

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

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

____
Jim Pruetting
City Administrator

ATTEST:

____
Renee Rich
City Clerk

APPROVED AS TO FORM:

____
Ryan Denk
City Attorney

CONSULTANT

____
Tim Orrick
Orrick & Erskine, LLP
Managing Partner

EXHIBIT A – SCOPE OF SERVICES

Where required by client and/or project funding sources, work will be performed to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 USC §4601, et seq., its implementing regulations, 49 CFR Part 24, and applicable Kansas statutes.

1. Consulting, as necessary, with City staff, outside engineering and other consultants, and retained appraisers regarding acquisition and design issues;
2. Identify property owners, lienholders and other interested parties using County records and written title reports prepared by a third-party title company (to be furnished by City)
3. Prepare and mail introductory letter to property owners describing project, required easements, appraisal and acquisition procedures;
4. Prepare Appraisal Reports (by Daniel Kann of Valbridge Property Advisors) estimating just compensation. "Value & Acquire" format will be used for tracts where just compensation estimate is less than $25,000, and standard summary format for tracts where just compensation estimate exceeds $25,000;
5. Prepare review Appraisal Reports (by Chris McCord of McCord Appraisals) for tracts where just compensation estimates exceed $25,000;
6. Upon receipt of appraisal reports and review appraisal reports, prepare and mail offer packages including offer letter, purchase agreement, deeds and other instruments, W-9s;
7. Following presentation of purchase offer to each owner, follow-up in-person, telephone and/or written negotiations as required to reach agreement or impasse;
8. Upon securing purchase agreements, submit invoices to City for purchase payment and recording fees, disburse payments from Trust Account, record deeds and other instruments;
9. Prepare Project Status Report spreadsheet; provide bi-weekly progress reports to City Staff;
10. Maintain files for delivery to Client upon completion of project; and
11. Where required, provide legal representation for City in administrative eminent domain actions are civil action appeals.

Exhibit B - Fee
Real Property Acquisition Services

167th Street Improvements (Center Street to Moonlight Road)	**Qty**	**Unit**	**Unit Rate**	**Extension**
Value and Acquire Appraisal Reports (less than $25,000)	32	Each	$ 925.00	$ 29,600.00
Standard Form Appraisal Reports (exceeds $25,000)	7	Each	$ 1,500.00	$ 10,500.00
Review Appraisal Reports	7	Each	$ 750.00	$ 5,250.00
Acquisition Services	39	Each	$ 1,750.00	$ 68,250.00
Administrative Eminent Domain Action	30	Hour	$ 225.00	$ 6,750.00
Recording Fee	50	Instrument	$ 77.00	$ 3,850.00
167th Street Subtotal				**$ 124,200.00**

175th Street Improvements (I-35 to Clare Road)	**Qty**	**Unit**	**Unit Rate**	**Extension**
Value and Acquire Appraisal Reports (less than $25,000)	3	Each	$ 925.00	$ 2,775.00
Standard Form Appraisal Reports (exceeds $25,000)	10	Each	$ 1,500.00	$ 15,000.00
Review Appraisal Reports	10	Each	$ 750.00	$ 7,500.00
Acquisition Services	13	Each	$ 1,750.00	$ 22,750.00
Administrative Eminent Domain Action	30	Hour	$ 225.00	$ 6,750.00
Recording Fee	25	Instrument	$ 77.00	$ 1,925.00
175th Street Subtotal				**$ 56,700.00**

Grand Street Improvements (Pine Street to Center Street)	**Qty**	**Unit**	**Unit Rate**	**Extension**
Value and Acquire Appraisal Reports (less than $25,000)	22	Each	$ 925.00	$ 20,350.00
Standard Form Appraisal Reports (exceeds $25,000)	0	Each	$ 1,500.00	$ -
Review Appraisal Reports	0	Each	$ 750.00	$ -
Acquisition Services	22	Each	$ 1,750.00	$ 38,500.00
Administrative Eminent Domain Action	25	Hour	$ 225.00	$ 5,625.00
Recording Fee	22	Instrument	$ 77.00	$ 1,694.00
Grand Street Subtotal				**$ 66,169.00**

Grand Total **$ 247,069.00**

Appraisals and Review Appraisals to be billed bi-monthly following delivery

Acquisitions Services to be billed following completion of following milestones:
10% upon delivery of intial letter to property owners;
40% upon delivery of offer packages;
15% after actual communication with owner following delivery of offer package or upon signing;
25% upon signing agreement
10% upon payment of landowner and recording instrument

Administrative Eminent Domain Legal Services to be billed monthly

Recording Fees to be billed upon delivery of executed agreement

COUNCIL ACTION FORM **NEW BUSINESS ITEM NO. 1**
MEETING DATE: JANUARY 20, 2026
STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider approving a contract to purchase real property

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:
Authorize the city administrator to execute a contract to purchase the property at 108 E. Shawnee and close on the property.

Background/Description of Item:
In May 2020, the city adopted the Gardner Destination Downtown Plan. The plan outlines a vision for the desired look and feel of the downtown area through development and public open spaces. The acquisition of property in the planning area was a key element of carrying out that vision. The purchase of this property is another step in that process. Staff continues to seek out opportunities to acquire additional properties to further advance the plan.

Financial Impact:
The $150,000 cost of the property will be paid from the general fund.

Attachments:
- Purchase Contract

Suggested Motion:

Authorize the city administrator to execute the contract to purchase the property at 108 E. Shawnee and close on the property.

REAL ESTATE SALE CONTRACT

1. PARTIES: This Contract ("Contract") dated as of the effective date as hereinafter defined is by and between: **Robert I. Finley and Sharon M. Finley, husband and wife, and Shawna L. Finley** ("SELLERS"), and **CITY OF GARDNER, KANSAS, a Kansas municipal corporation** ("BUYER"), and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

2. PROPERTY: Sellers agree to sell and Buyer agrees to purchase the following real estate, with all improvements and fixtures thereon commonly known and numbered as 108 E. Shawnee, Gardner, Johnson County, Kansas and legally described on Exhibit "A" (all hereinafter referred to as the "Property"). Buyer shall accept the Property in "as-is" condition.

3. PURCHASE PRICE: The purchase price is One Hundred and Fifty Thousand Dollars and no/100 ($150,000.00) ("Purchase Price"). Buyer agrees to pay the Purchase Price, subject to any proration or other credits, as follows:

a. Five Thousand and No/100 Dollars ($5,000.00) (the "Earnest Money Deposit) to be delivered within **five (5)** business days after the Effective Date, in the form of a check payable to, and to be deposited in escrow with Security 1st Title LLC, 727 N. Waco, Suite 300, Wichita, Kansas 67203, Attn: Heather Shippy (hereinafter the "Escrow Agent").

b. On the Closing Date (as defined below), Buyer shall deliver to the Escrow Agent for distribution to Sellers, the balance of the Purchase Price in certified funds or by wire transfer of federal funds.

4. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall occur within **forty-five (45)** business days of the Effective Date and as the parties mutually agree.

5. PRORATIONS: Sellers shall pay all general real estate taxes and all installments of special assessments attributable to the Property for the years prior to the calendar year of Closing. All such taxes, installments of special assessments becoming due, accruing or attributable to the calendar year of Closing and rents shall be prorated between Sellers and Buyer on the basis of such calendar year, as of the date of Closing. All deposits shall be transferred to Buyer at closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount of the preceding year's tax and special assessment, if any. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

6. TITLE INSURANCE: The title report shall be due at least fifteen (15) days prior to closing. Buyer shall have five (5) business days after receipt of the title report ("Review Period") in which to notify Sellers in writing of any objections to any matter(s) shown on the title commitment. Any matter(s) which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Sellers' title (the "Permitted Exceptions"). With regard to items to which Buyer does so object in writing, Sellers shall have five (5) business days from date of receipt of buyer's notice of objections ("Cure Period") to cure said objections. If Sellers do not cure objections by the end of the Cure Period, Buyer may either cancel this Contract in which case the Earnest Money Deposit shall be returned to Buyer or Buyer may, within five (5) business days from the expiration of the Cure Period, waive such objections and proceed to closing hereunder. Sellers shall be obligated to pay any all taxes due and owing through the time of Closing. 100% of the Owners Title Insurance Policy and the closing agent's fees shall be paid by the Sellers.

7. REPRESENTATIONS: Sellers represent and warrant to and covenant and agree with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

7.1 All necessary action has been taken by Sellers with respect to the execution and delivery of this Agreement.

7.2 This Agreement has been executed and delivered on behalf of Sellers and constitutes the valid and binding agreement of Sellers, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

7.3 To the best of Sellers' knowledge, Seller have good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Sellers' ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for (a) matters of record and for (b) real estate taxes and assessments for the year 2023.

7.4 To the best of Sellers' knowledge, the Property is served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.

7.5 To the best of Sellers' knowledge, Sellers are not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.

7.6 To the best of Sellers' knowledge, there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.

7.7 There are to the best of Sellers' knowledge, no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Sellers' knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Sellers in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Sellers shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Buyer.

7.8 Sellers shall not suffer or permit any default to exist or occur on the part of Sellers under any instrument to which Sellers is a party and which affects the Property or any part thereof and which shall not be cured by Sellers from the Purchase Price at Closing.

7.9 To the best of Sellers' knowledge, except for service agreements which are cancelable by Sellers at will, there are no service agreements or any other contracts or agreements whatsoever to which Sellers is a party and which affect the Property in any manner. From and after the date hereof, Sellers will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.

7.10 To the best of Sellers' knowledge, there is no pending or contemplated condemnation of the Property or any part thereof.

7.11 Sellers are now maintaining and shall maintain until Closing "replacement cost" fire, casualty and extended coverage insurance on the Property.

7.12 At Buyer's expense, Sellers shall cooperate with and consent to any and all applications in the name of Buyer (or its designee[s]). Sellers shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) business days of any request by Buyer (or its designee[s]),

8. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Sellers agree to properly execute and deliver at closing a Special Warranty Deed ("Deed"), funds, and such other documents reasonably necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, subject to the Permitted Exceptions. Sellers and Buyer shall deliver at Closing certified funds or by wire transfer of federal funds sufficient to satisfy their respective obligations under this Contract.

9. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Sellers agrees to maintain Sellers' current fire and extended coverage insurance, if any, on the Property until Closing. Sellers shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Sellers shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property and may, by written notice to Sellers within **ten (10)** business days after receiving Sellers' notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Sellers shall at Closing assign and transfer to Buyer all of Sellers' right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Sellers shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

10. FOREIGN INVESTMENT: Sellers represent that Sellers are not foreign persons as described in the Foreign Investment in Real Property Tax Act and agree to deliver a certificate at Closing to that effect, which shall contain Sellers' tax identification number.

11. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

12. DEFAULT AND REMEDIES: Sellers or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Sellers or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

(a) If Sellers default, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Sellers and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer.

(b) If Buyer defaults, Sellers may terminate this Contract by written notice to Buyer and retain the Earnest Money Deposit as total liquidated damages as Sellers' sole remedy (the parties recognizing that it would be extremely difficult to ascertain actual damages)

13. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, the Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Sellers to respond in writing to a certified letter from the Escrow Agent within **fifteen (15)** business days of receipt, or failure by either Buyer or Sellers to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within **forty-five (45)** business days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and

documents deposited with the Escrow Agent as suggested in any such certified letter or written demand.

If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses, including the cost of an interpleader, incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent.

14. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in the Contract or by written agreement.

15. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

Buyers:	Sellers:
City of Gardner, Kansas Attn: James Pruetting 120 E. Main Street Gardner, Kansas 66030 Telephone: (913) 856-0941	Robert I. & Sharon M. Finley Shawna L. Finley 38445 W. 151st Street Eudora, Kansas 66025 (316) 293-1676

with a copy to:

McAnany, Van Cleave & Phillips, P.A.
Attn: Ryan B. Denk, Esquire
10 E. Cambridge Circle Drive, Suite 300
Kansas City, Kansas 66103
Telephone: (913) 634-9476

16. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Sellers shall expire if Sellers has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Sellers that Buyer's offer to enter into this Contract is withdrawn or (ii) January 15, 2026.

17. REQUESTED DUE DILIGENCE ITEMS: Sellers shall provide Buyer with:

(a) Any leases and amendments (originals if available / applicable)
(b) Copies of existing plans appraisals, warranties (including without limitation roof warranties and mechanical system or component warranties, surveys, or environmental reports or audits.
(c) Copies of existing Owners Policies.

18. APPLICABLE LAW: This Contract shall be construed and interpreted in accordance with the laws of the State of Kansas.

19. REAL ESTATE COMMISSIONS: Each party hereto represents to the other that it has not

authorized any broker to act on its behalf in connection with the sale and purchase hereunder and that such party has not dealt with any broker or finder purporting to act on behalf of any party. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all, losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement, or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Contract or the transaction contemplated hereby.

20. EXECUTION: This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original.

21. 1031 EXCHANGE: Buyer is aware that Sellers reserves the right to perform a 1031 tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Buyer agrees to an assignment of the rights under this purchase agreement by the Sellers to Security 1st Exchange as Qualified Intermediary. Buyer agrees to cooperate in this exchange by executing any additional documents at no cost or liability to the Buyer

IN WITNESS WHEREOF, Sellers and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

Robert I. Finley

By: ______________________

Print Name: Robert I Finley

Date: 1/7/26, 2026

Sharon M. Finley

By: ______________________

Print Name: Sharon m Finley

Date: 1/7/26, 2026

Shawna L. Finley

By: ______________________

Print Name: Shawna Finley

Date: 01/07, 2026

City of Gardner, Kansas, a Kansas municipal corporation

By: ______________________

Jim Pruetting, City Administrator

ATTEST:

____

City Clerk

APPROVED AS TO FORM:

____

Ryan B. Denk, City Attorney

Date of acceptance, the Effective Date, is **January 20, 2026.**

Exhibit "A"
Legal Description

Lots 124 and 126, Shawnee Street, City of Gardner, Johnson County, Kansas.