AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, October 19, 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 October 19, 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. Proclaim October 21, 2026 as Support Your Local Chamber of Commerce Day in the City of Gardner
2. Proclaim October 24, 2026 as World Polio Day in the City of Gardner

PUBLIC HEARING

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels & Beer event at the Johnson County Fairground

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on October 5, 2026
2. Standing approval of City expenditures prepared September 30, 2026 in the amount of $9,641,148.99; October 1, 2026 in the amount of $472,741.36; October 8, 2026, in the amount of $1,048,163.82; and October 9, 2026 in the amount of $18,400.00
3. Consider authorizing the City Administrator to sign a contract with Cornerstone Construction Solutions for the Hillsdale Water Treatment Plant Roof Replacement
4. Consider authorizing the City Administrator to execute a contract for complete SCADA and automation at Substation 4 with SEL Engineering Services, Inc.
5. Consider approving a renewal agreement with Remodel Health for third-party administration of the City's ICHRA accounts
6. Consider approving the Separation Agreement between the City of Gardner and James Pruetting
7. Consider appointing Amy Nasta as Interim City Administrator

PLANNING & ZONING CONSENT AGENDA
COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance approving a conditional use permit for a short-term rental at 633 E Colleen Drive
2. Consider adopting an ordinance re-approving the rezoning of certain land within the City of Gardner to RP-3 (Planned Garden Apartment), RP-5 (Planned Apartment), and CP-3 (Planned Heavy Commercial) Districts and re-approving the associated preliminary development plan for the Clare Crossing development

OLD BUSINESS
NEW BUSINESS

1. Consider a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church, or library during the Johnson County Bulls, Barrels & Beer event at the Johnson County Fairground
2. Consider approving the City's contribution strategy for employee benefit programs

COUNCIL UPDATES – Oral presentation unless otherwise noted
EXECUTIVE SESSION
ADJOURNMENT

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

PROCLAMATION

WHEREAS, Chambers of Commerce strive to address the community's top challenges and greatest opportunities through bold leadership and innovative problem-solving; and

WHEREAS, chambers of commerce foster stronger, more vibrant communities by advocating for priorities to promote economic prosperity, enhance quality of life, and create access to meaningful employment and opportunity for all residents; and

WHEREAS, chambers of commerce are champions of communities, serving as a trusted resource for businesses, residents, and other stakeholders; and

WHEREAS, chambers of commerce create catalytic community partnerships to build resilient economies and promote community-wide prosperity; and

WHEREAS, the Gardner Chamber of Commerce was incorporated in 1975 and supports and represents local businesses through advocacy, events, and marketing, and promotes local tourism through various regional organizations,

NOW, THEREFORE BE IT RESOLVED, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim October 21, 2026 as

Support Your Local Chamber of Commerce Day

in the City of Gardner and encourage residents and businesses to learn more about the chamber, its impact, and support of local businesses.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of October 2026.

CITY OF GARDNER, KANSAS

_____

Todd Winters, Mayor

(SEAL)

Attest:

_____

Renee Rich, City Clerk

PROCLAMATION

WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations, and

WHEREAS, Rotary is a global network consisting of over 1.4 million members in more than 46,000 clubs in 221 countries and geographical areas who unite to take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than $2.6 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional $50 million per year, which would be leveraged for maximum impact by an additional $100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and

WHEREAS, in addition, Rotary has played a major role in decisions by donor governments to contribute more than $10 billion to the effort; and

WHEREAS, there are 48 members of the Rotary Club of Gardner who sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in our local community and abroad, and

WHEREAS, Gardner Rotarians have committed their time, talent and treasure to continue support of PolioPlus until Polio is finally eradicated from the earth, contributing $3,800 over the last three years,

NOW, THEREFORE BE IT RESOLVED, that I, Todd Winters, Mayor of the City of Gardner, Kansas, do hereby proclaim October 24, 2026 as

World Polio Day

in the City of Gardner and encourage all citizens to participate in this observance.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of Gardner, Kansas to be affixed this 19th day of October 2026.

CITY OF GARDNER, KANSAS

_____

Todd Winters, Mayor

(SEAL)

Attest:

_____

Renee Rich, City Clerk

COUNCIL ACTION FORM — PUBLIC HEARING ITEM NO. 1

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels & Beer event at the Johnson County Fairground

Strategic Priority: Quality of Life

Department: Administration

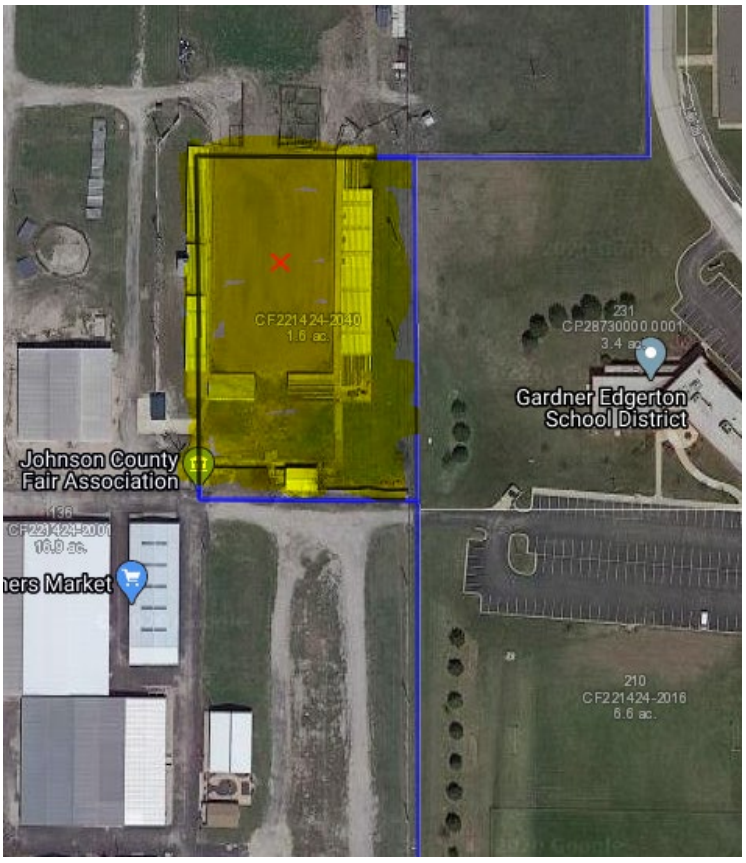
Background/Description of Item:
The Abdallah Shriners organization has requested a Waiver of the Distance Limitation for an area to sell alcoholic liquor during the Johnson County Fair Bulls, Barrels and Beer event on October 30, 2026.

The location is in the derby arena area (see map). Liquor will be served within the gates of the arena and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances.

Since the location is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation by the Governing Body.

This waiver will be for the duration of the Johnson County Fair Bulls, Barrels and Beer with alcohol sales from 5:00 pm to 11:30 pm.

Suggested Motion:
Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels and Beer event on October 30, 2026 at the Johnson County Fairgrounds, 136 E. Washington St.



The City Council of the City of Gardner, Kansas met in regular session on October 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 Deputy City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Kelly Herron; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; Utility Director David Hunter; City Attorney Ryan Denk; 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. **Presentation of a Citizen Award**
2. **Proclaim October as Domestic Violence Awareness Month in the City of Gardner**
3. **Proclaim October as Breast Cancer Awareness Month in the City of Gardner**

PUBLIC HEARING

PUBLIC COMMENT

Ryan Miller spoke about Gardner Lake. He feels the lake should remain a city asset and not be sold. A lot of money has recently been invested in the spillway. The lake is a community resource.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on September 21, 2026**
2. **Standing approval of City expenditures prepared September 17, 2026 in the amount of $906,261.80 and September 24, 2026, in the amount of $1,427,729.40**
3. **Consider authorizing the execution of a contract with USD 231 for three (3) School Resource Officers for the 2026-2027 school year**
4. **Consider authorizing the execution of the KDOT Airport Modernization Supplemental Grant Agreement for CIP project AP3012, Replace Fuel Facility**
5. **Approval of the Aviation Facilities and/or Equipment Grant Agreement with KDOT for CIP project AP3012, Replace Fuel Facility**
6. **Consider authorizing the execution of an agreement with Lochner to perform design services for the Gardner Municipal Airport Fuel System Replacement Project**
7. **Consider authorizing the execution of the 2026 Community Development Block Grant (CDBG) agreement**
8. **Consider authorizing the City Administrator to approve additional expenses related to Substation 1 - Transformer 2 Load Tap Changer (LTC) maintenance**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Johnson 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

1. **Consider authorizing the City Administrator to execute Change Order No. 1 related to the Unit #1 Turbine-Generator Overhaul to address required generator rewind work, rotor repairs, turbine/compressor deficiencies, and the omitted 9th Stage Hook Fit Modification**

DRAFT

Utility Director Hunter said the increased costs are due to unexpected repairs during teardown. The contractor uncovered several critical issues in both the turbine and the generator systems that must be completed to return unit number one to service. The last major turbine repair was more than 20 years ago. When turbines and generators sit for long periods of time, deterioration accelerates. The problems are only visible when the unit is open, and compressor blades are fully open. This must be repaired for reliable operation. We have extreme temperatures and this unit helps to keep our city away from the volatile market. Unit 2 has already been overhauled. Theoretically we should be good for another twenty years after the completion of this overhaul.

Councilmember McNeer made a motion to move to recommend that the City Administrator be authorized to execute Change Order No. 1 for the Unit #1 Turbine Generator Overhaul, including the generator stator rewind, rotor refurbishment, turbine and compressor corrective repairs, and the required 9th Stage Hook Fit Modification, in the total amount of $2,751,942, and to incorporate the associated project costs into the final bonding package upon completion of the overhaul.

Councilmember Wiehn Seconded.

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

2. Consider adopting a resolution authorizing the offer for public sale of certain general obligations of the City of Gardner, Kansas

Finance Director Wolff said the city is scheduled to sell approximately $10.225M principal amount of taxable general obligation bonds series 2026D and approximately $46.25M of tax-exempt general obligation bonds series 2026E bonds on November 2nd, at 10 am. Series 2026D is to reimburse or pay the cost of certain electrical system improvements including substation 4 and represents the first series of bonds planed for these improvements. Series 2026E is for the reimbursement or to pay the costs of two different projects. Hillsdale Lake water intake structure improvements is approximately $22.305M and the remaining is associated with the Kill Creek Water Resource Recovery Facility expansion.

Since the last debt sale in August, estimated interest rates have increased significantly. Discussions with our bond council and our municipal advisor determined there's no clear indication that delaying the sale would result in lower borrowing costs.

Councilmember Deaton made a motion to adopt Resolution No. 2206, a resolution authorizing the offer for public sale of certain general obligation bonds of the City of Gardner, Kansas.

Councilmember Baldwin Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2206.

Deaton: Yes
Wiehn: Yes
Johnson: Yes
McNeer: Yes
Baldwin: Yes

3. Item 3 has been postponed to the following meeting.

COUNCIL UPDATES

Chief Herron recognizes Detective Odle for her work on the proclamation and the garden. Wednesday is National Coffee with a Cop and Gardner is hosting at Groundhouse Coffee.

Parks Director Bruce said Winwood basketball court is getting resurfaced this week. The playground will hopefully be done by the end of the week. The only thing we are waiting on for this project is the memorial plaque. Discovery meeting on Thursday with Cahills who was awarded the contract for the ADA restroom at Veterans Park.

Councilmember Johnson thanks Mr. Miller for speaking tonight. Reminds everyone to take care of themselves as we move into the holiday season.

DRAFT

Councilmember McNeer said Gardner is a great place to live and is a community that always steps up for its neighbors. Gardner Edgerton football is having a great season.

Councilmember Wiehn thanks the Chief and staff for the flags going up at the Justice Center for the Domestic Violence Memorial Garden. Thanks the Mayor for giving the citizen award. Thanks to Mr. Miller for bringing the lake to everyone's attention.

Council Vice-President Deaton said kudos to the young gentlemen who was willing to run into a burning building. Encourages everyone to view the garden at the police department.

Mayor Winters said congrats to Mr. Haff for his heroic effort. He was awarded the very first Mayor Citizen Hero Award.

EXECUTIVE SESSION

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

Councilmember Deaton made a motion to recess into executive session discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1) beginning at 7:31 pm; returning to regular session at 7:46 pm.

Councilmember McNeer Seconded.

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

Councilmember Deaton made a motion to resume regular session at 7:46 pm.

Councilmember McNeer Seconded.

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

2. Consider entering into executive session to discuss personnel matters of non-elected personnel

Councilmember Deaton made a motion to recess into executive session discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1) beginning at 7:46 pm; returning to regular session at 7:56 pm.

Councilmember Johnson Seconded.

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

Councilmember Deaton made a motion to resume regular session at 7:56 pm.

Councilmember Johnson 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 McNeer and seconded by Councilmember Deaton the meeting adjourned at 7:57 pm.

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City Clerk

DRAFT

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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350062295	1026004934		00	09/30/2026	301-9100-491.70-01	2018 LEASE GOLF COURSE	CHECK #: 127	70,000.00
350062295	1026004934		00	09/30/2026	301-9100-491.70-02	2018 LEASE GOLF COURSE	CHECK #: 127	8,559.25
						VENDOR TOTAL *	.00	78,559.25
0004449	00	FIRST OPTION BANK						
18632 1026	004934		00	09/30/2026	301-9100-491.70-01	2016C LAND LEASE	CHECK #: 122	37,000.00
18632 1026	004934		00	09/30/2026	301-9100-491.70-02	2016C LAND LEASE	CHECK #: 122	483.59
						VENDOR TOTAL *	.00	37,483.59
0005013	00	HSA BANK						
W729898	004916		00	09/28/2026	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	120.75
						VENDOR TOTAL *	.00	120.75
0000332	00	KANSAS STATE TREASURER						
R1261001135546	004885		00	09/30/2026	117-9100-491.71-01	2016A STREETS PHASE 1	CHECK #: 100	155,000.00
R1261001135543	004890		00	09/30/2026	117-9100-491.71-01	2017A STREET PHASE 2	CHECK #: 100	150,000.00
R1261001135543	004891		00	09/30/2026	117-9100-491.71-02	2017A STREET PHASE 2	CHECK #: 100	3,562.50
R1261001135533	004892		00	09/30/2026	117-9100-491.71-01	2018A STREET PHASE 3	CHECK #: 100	195,000.00
R1261001135533	004893		00	09/30/2026	117-9100-491.71-02	2018A STREET PHASE 3	CHECK #: 100	10,000.00
R1261001135542	004900		00	09/30/2026	117-9100-491.71-01	2019E STREET PHASE 4	CHECK #: 100	90,000.00
R1261001135542	004901		00	09/30/2026	117-9100-491.71-02	2019E STREET PHASE 4	CHECK #: 100	4,150.00
R1261001135546	004933		00	09/30/2026	117-9100-491.71-02	2016A STREETS PHASE 1	CHECK #: 100	2,325.00
R1261001135528	004871		00	09/30/2026	301-9100-491.71-01	2014A USD SCHOOL SHARE	CHECK #: 100	147,500.00
R1261001135528	004872		00	09/30/2026	301-9100-491.71-02	2014A USD SCHOOL SHARE	CHECK #: 100	9,010.94
R1261001135528	004873		00	09/30/2026	301-9100-491.71-01	2014A USD CITY SHARE	CHECK #: 100	125,375.00
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R1261001135528	004875		00	09/30/2026	301-9100-491.71-01	2014A USD CITY SHARE	CHECK #: 100	7,375.00
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R1261001135528	004877		00	09/30/2026	301-9100-491.71-01	2014A USD CITY SHARE	CHECK #: 100	14,750.00
R1261001135528	004878		00	09/30/2026	301-9100-491.71-02	2014A USD CITY SHARE	CHECK #: 100	901.09
R1261001135544	004881		00	09/30/2026	301-9100-491.71-01	2014B KDOT REF TR0101	CHECK #: 100	50,000.00
R1261001135544	004882		00	09/30/2026	301-9100-491.71-02	2014B KDOT REF TR0101	CHECK #: 100	3,225.00
R1261001135544	004883		00	09/30/2026	301-9100-491.71-01	2014B KDOT REF TR0106	CHECK #: 100	215,000.00
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R1261001135546	004886		00	09/30/2026	301-9100-491.71-01	2016A REF2008B	CHECK #: 100	160,000.00
R1261001135546	004887		00	09/30/2026	301-9100-491.71-02	2016A REF2008B	CHECK #: 100	7,275.00
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R1261001135541	004910		00	09/30/2026	301-9100-491.71-01	2020B I-35 & GARDNER RD	CHECK #: 100	335,000.00
R1261001135541	004911		00	09/30/2026	301-9100-491.71-02	2020B I-35 & GARDNER RD	CHECK #: 100	19,225.00
R1261001135541	004912		00	09/30/2026	301-9100-491.71-01	2020B REFDG 2010A	CHECK #: 100	160,000.00
R1261001135541	004913		00	09/30/2026	301-9100-491.71-02	2020B REFDG 2010A	CHECK #: 100	8,950.00
R1261001135537	004914		00	09/30/2026	301-9100-491.71-01	2021A CURR REF 2011A	CHECK #: 100	75,000.00
R1261001135537	004914		00	09/30/2026	301-9100-491.71-02	2021A CURR REF 2011A	CHECK #: 100	4,535.00
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VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
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R1261001135538	004914		00	09/30/2026	301-9100-491.71-02	2021B WVRLY PLZ DEV SHR	CHECK #:	100	13,898.85
R1261001135538	004914		00	09/30/2026	301-9100-491.71-01	2021B WVRLY PLZ CITY SH	CHECK #:	100	25,600.00
R1261001135538	004914		00	09/30/2026	301-9100-491.71-02	2021B WVRLY PLZ CITY SH	CHECK #:	100	4,782.40
R1261001135534	004914		00	09/30/2026	301-9100-491.71-01	2022A TUSCAN FARMS PH 1	CHECK #:	100	35,000.00
R1261001135534	004914		00	09/30/2026	301-9100-491.71-02	2022A TUSCAN FARMS PH 1	CHECK #:	100	18,696.87
R1261001135534	004914		00	09/30/2026	301-9100-491.71-01	2022A TUSCAN FARMS A/W	CHECK #:	100	70,000.00
R1261001135534	004914		00	09/30/2026	301-9100-491.71-02	2022A TUSCAN FARMS A/W	CHECK #:	100	35,578.13
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R1261001135534	004915		00	09/30/2026	301-9100-491.71-01	2022A MAIN STREET	CHECK #:	100	250,000.00
R1261001135534	004915		00	09/30/2026	301-9100-491.71-02	2022A MAIN STREET	CHECK #:	100	50,625.00
R1261001135539	004916		00	09/30/2026	301-9100-491.71-01	2024A HILLTOP SWR/167TH	CHECK #:	100	30,000.00
R1261001135539	004916		00	09/30/2026	301-9100-491.71-02	2024A HILLTOP SWR/167TH	CHECK #:	100	20,271.87
R1261001135539	004916		00	09/30/2026	301-9100-491.71-01	2024A HILLTOP 1ST PLAT	CHECK #:	100	15,000.00
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R1261001135540	004916		00	09/30/2026	301-9100-491.71-01	2024B LONESTAR PRAIRIE	CHECK #:	100	1,055,000.00
R1261001135540	004916		00	09/30/2026	301-9100-491.71-02	2024B LONESTAR PRAIRIE	CHECK #:	100	21,100.00
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R1261001135536	004916		00	09/30/2026	301-9100-491.71-02	2026B L STAR PRAIRIE BD	CHECK #:	100	5,697.49
R1261001135659	004916		00	09/30/2026	301-9100-491.71-02	2026C HILLTOP MADISON ST	CHECK #:	100	3,740.00
R1261001135545	004888		00	09/30/2026	501-9100-491.71-01	2016B TXBL ELEC TRSFMR	CHECK #:	100	95,000.00
R1261001135545	004889		00	09/30/2026	501-9100-491.71-02	2016B TXBL ELEC TRSFMR	CHECK #:	100	1,543.75
R1261001135529	004908		00	09/30/2026	501-9100-491.71-01	2020A ELEC SMART METERS	CHECK #:	100	270,000.00
R1261001135529	004909		00	09/30/2026	501-9100-491.71-02	2020A ELEC SMART METERS	CHECK #:	100	24,675.00
R1261001135535	004916		00	09/30/2026	501-9100-491.71-01	2026A UNIT 2 TURBINE UPGR	CHECK #:	100	430,000.00
R1261001135535	004916		00	09/30/2026	501-9100-491.71-02	2026A UNIT 2 TURBINE UPGR	CHECK #:	100	33,091.33
R1261001135529	004904		00	09/30/2026	521-9100-491.71-01	2020A WATER TRTMT PLANT	CHECK #:	100	1,050,000.00
R1261001135529	004905		00	09/30/2026	521-9100-491.71-02	2020A WATER TRTMT PLANT	CHECK #:	100	277,356.25
R1261001135529	004906		00	09/30/2026	521-9100-491.71-01	2020A WTR SMART METERS	CHECK #:	100	90,000.00
R1261001135529	004907		00	09/30/2026	521-9100-491.71-02	2020A WTR SMART METERS	CHECK #:	100	8,225.00
R1261001135534	004914		00	09/30/2026	521-9100-491.71-01	2022A PRAIRIE TRACE WTR	CHECK #:	100	75,000.00
R1261001135534	004914		00	09/30/2026	521-9100-491.71-02	2022A PRAIRIE TRACE WTR	CHECK #:	100	24,456.25
R1261001135528	004879		00	09/30/2026	531-9100-491.71-01	2014A WHITE DR SEWER	CHECK #:	100	70,000.00
R1261001135528	004880		00	09/30/2026	531-9100-491.71-02	2014A WHITE DR SEWER	CHECK #:	100	4,265.63
R1261001135532	004898		00	09/30/2026	531-9100-491.71-01	2019B WW CRANE/STR TANK	CHECK #:	100	230,000.00
R1261001135532	004899		00	09/30/2026	531-9100-491.71-02	2019B WW CRANE/STR TANK	CHECK #:	100	7,940.00
R1261001135537	004914		00	09/30/2026	531-9100-491.71-01	2021A WW SYS IMPROV	CHECK #:	100	75,000.00
R1261001135537	004914		00	09/30/2026	531-9100-491.71-02	2021A WW SYS IMPROV	CHECK #:	100	4,863.75
R1261001135534	004915		00	09/30/2026	531-9100-491.71-01	2022A PRAIRIE TRACE WW	CHECK #:	100	170,000.00
R1261001135534	004915		00	09/30/2026	531-9100-491.71-02	2022A PRAIRIE TRACE WW	CHECK #:	100	55,334.38
R1261001135530	004916		00	09/30/2026	531-9100-491.71-01	2025A KCWRRF	CHECK #:	100	320,000.00
R1261001135530	004916		00	09/30/2026	531-9100-491.71-02	2025A KCWRRF	CHECK #:	100	433,221.87
R1261001135530	004916		00	09/30/2026	531-9100-491.71-01	2025A WINWOOD PARK RELIEF	CHECK #:	100	90,000.00
R1261001135530	004916		00	09/30/2026	531-9100-491.71-02	2025A WINWOOD PARK RELIEF	CHECK #:	100	63,559.38

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
0000332	00	KANSAS STATE TREASURER								
R1261001135530		004916		00	09/30/2026	531-9100-491.71-01	2025A UT MAINT BUILDING	CHECK #:	100	150,000.00
R1261001135530		004916		00	09/30/2026	531-9100-491.71-02	2025A UT MAINT BUILDING	CHECK #:	100	104,028.13
							VENDOR TOTAL *		.00	9,392,058.85
0002489	00	KPERS								
1884484		004940		00	10/01/2026	721-0000-202.03-01	100126 PAY PERIOD	CHECK #:	112	67,017.04
							VENDOR TOTAL *		.00	67,017.04
0002490	00	KPF								
1884491		004940		00	10/01/2026	721-0000-202.03-02	100126 PAY PERIOD	CHECK #:	113	45,141.85
							VENDOR TOTAL *		.00	45,141.85
0005296	00	MISSIONSQUARE RETIREMENT								
6583487		004939		00	09/30/2026	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	15,334.72
6583487		004939		00	09/30/2026	721-0000-202.03-14	CONTRIBUTIONS	CHECK #:	101	2,088.18
							VENDOR TOTAL *		.00	17,422.90
0001569	00	PAYCOR, INC								
INV07444575		004940		00	09/30/2026	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	965.18
							VENDOR TOTAL *		.00	965.18
0002811	00	UNITED STATES POSTAL SERVICE								
77894R		004934		00	09/29/2026	001-1120-411.47-04	QTRLY NEWSLETTER POSTAGE	CHECK #:	114	2,379.58
							VENDOR TOTAL *		.00	2,379.58
							HAND ISSUED TOTAL ***			9,641,148.99
							TOTAL EXPENDITURES ****		.00	9,641,148.99
							GRAND TOTAL **********			9,641,148.99

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
0000566	00	AMERICAN TOPSOIL, INC.							
142725		004937		00	10/01/2026	521-4230-442.52-12	6 CY PULV (DIRT)	EFT:	252.00
142737		004937		00	10/01/2026	521-4230-442.52-12	6 CY PULV (DIRT)	EFT:	252.00
							VENDOR TOTAL *	.00	504.00
0001986	00	ANIXTER, INC.							
6892003-00		004937		00	10/01/2026	501-4130-441.52-31	STIRRUP CLAMP - LARGE SAD	EFT:	3,430.07
6727915-01		004937		00	10/01/2026	501-4130-441.52-31	1/0 WIRE	EFT:	1,917.77
6727915-01		PI0486 009153		00	09/24/2026	501-4130-441.52-31	1/0 WIRE - 4140 FEET	EFT:	39,869.71
							VENDOR TOTAL *	.00	45,217.55
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-09162026		004936		00	10/01/2026	001-3120-431.31-15	ANSWERING SERVICE - PW	EFT:	56.57
7589-09162026		004936		00	10/01/2026	501-4110-441.40-03	ANSWERING SERVICE - ELEC	EFT:	56.58
7589-09162026		004936		00	10/01/2026	521-4230-442.31-15	ANSWERING SERVICE - LMW	EFT:	56.57
7589-09162026		004936		00	10/01/2026	531-4330-443.31-15	ANSWERING SERVICE - LMWW	EFT:	56.57
							VENDOR TOTAL *	.00	226.29
0003515	00	AUGUSTINE EXTERMINATORS INC							
2573548		004922		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2573549		004923		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2573550		004924		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2573557		004925		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	28.33
2573551		004926		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2573552		004927		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
2573553		004927		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	32.85
2573553		004927		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	32.86
2573554		004927		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2573555		004927		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	64.58
2573556		004928		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2573559		004928		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	105.60
2573560		004928		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	102.58
2573561		004928		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
2573562		004928		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2573558		004943		00	10/01/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
							VENDOR TOTAL *	.00	808.63
0001405	00	BEST LAWN CARE							
GEC083126		PI0480 009165		00	08/31/2026	501-4110-441.31-15	MOWING @ ELEC FACILITIES	EFT:	1,900.00
GPWWT083126		PI0481 009165		00	08/31/2026	521-4220-442.31-15	MOWING @ WATER FACILITIES	EFT:	675.00
							VENDOR TOTAL *	.00	2,575.00
0004675	00	BORDER STATES INDUSTRIES INC							
933102412		004937		00	10/01/2026	501-4130-441.52-02	PULLING GRIPS	EFT:	219.74
							VENDOR TOTAL *	.00	219.74
0005655	00	BRENNTAG SOUTHWEST, LLC							
BSW730208		004937		00	10/01/2026	521-4220-442.52-13	SOD PERMANGANATE	EFT:	12,235.72
							VENDOR TOTAL *	.00	12,235.72
0005609	00	CINTAS CORPORATION 2							

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
0005609	00	CINTAS CORPORATION 2							
4283233918		004929		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	33.07	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	13.09	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	13.08	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	33.00	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	24.38	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	40.28	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	12.50	
8408630557		004930		00	10/01/2026	603-3150-431.42-01	RUG RENTAL	40.14	
							VENDOR TOTAL *	209.54	
0000429	00	CINTAS FIRE PROTECTION							
5362154605		004937		00	10/01/2026	521-4220-442.31-15	FIRST AIDE CABINETS	EFT:	65.32
							VENDOR TOTAL *	.00	65.32
0001842	00	CITY OF OLATHE							
CINV-2579		004937		00	10/01/2026	521-4220-442.31-15	EFFLUENT WATER TESTING	EFT:	166.00
							VENDOR TOTAL *	.00	166.00
0005445	00	CORPORATE HEALTH							
00007766-00		004932		00	10/01/2026	601-1230-412.31-15	PHYSICALS	161.00	
							VENDOR TOTAL *	161.00	
0000526	00	CREATIVE DISPLAYS, INC							
65144		004928		00	10/01/2026	001-6120-461.52-01	HOLIDAY LIGHTING	EFT:	313.00
							VENDOR TOTAL *	.00	313.00
0001557	00	DATCO, INC							
215526		004936		00	10/01/2026	001-3120-431.53-02	EMBROIDERY	135.00	
							VENDOR TOTAL *	135.00	
0003960	00	ELLIOTT EQUIPMENT COMPANY							
196145		004936		00	10/01/2026	605-3116-431.43-05	VEHICLE REPAIR 520	EFT:	201.61
							VENDOR TOTAL *	.00	201.61
0000855	00	EWING IRRIGATION PRODUCTS, INC							
31892946		004928		00	10/01/2026	001-6120-461.52-01	TURF PROGRAM	EFT:	618.08
32023819		004928		00	10/01/2026	001-6120-461.52-01	TURF MAINT. PROGRAM	EFT:	2,522.96
							VENDOR TOTAL *	.00	3,141.04
0000086	00	GALLS, LLC							
036346737		004942		00	10/01/2026	001-2120-421.53-02	DUTY BOOTS	EFT:	180.00
							VENDOR TOTAL *	.00	180.00
0000181	00	GRAINGER							
9087582558		004937		00	10/01/2026	521-4220-442.52-12	DC POWER SUPPLY	EFT:	231.95
							VENDOR TOTAL *	.00	231.95
0000013	00	HACH COMPANY							
15188221		004937		00	10/01/2026	521-4220-442.52-12	TOTAL ALKALINITY TEST	EFT:	599.60

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000013	00	HACH COMPANY							
15183298		004937		00	10/01/2026	521-4220-442.52-12	PROBE AND TUBING KIT	EFT:	611.15
							VENDOR TOTAL *	.00	1,210.75
0005308	00	HARGROVE, KARA							
09182026		004918		00	10/01/2026	001-6105-461.46-01	MILEAGE 08/10 - 09/18	68.70	
							VENDOR TOTAL *	68.70	
0000201	00	HASTY AWARDS							
09261139		004928		00	10/01/2026	001-6110-461.47-53	FOOTBALL MEDAL	EFT:	452.32
09261139		004928		00	10/01/2026	001-6110-461.47-53	VOLLEYBALL MEDAL	EFT:	48.80
							VENDOR TOTAL *	.00	501.12
0000297	00	HERITAGE-CRYSTAL CLEAN							
20188650		004938		00	10/01/2026	501-4130-441.44-02	PARTS CLEANER	EFT:	612.80
							VENDOR TOTAL *	.00	612.80
0099999	00	HICKMAN, PATRICIA							
000077563		UT		00	09/25/2026	501-0000-229.00-00	FINAL BILL REFUND	41.18	
							VENDOR TOTAL *	41.18	
0000463	00	HOLIDAY CONTRACTING, INC.							
680 LAUREL ST		004937		00	10/01/2026	521-4230-442.31-15	SIDEWALK REPAIR WATER SER	EFT:	1,875.00
28308 162ND TER		004937		00	10/01/2026	521-4230-442.31-15	SIDEWALK REPAIR WATER SER	EFT:	1,875.00
							VENDOR TOTAL *	.00	3,750.00
0005512	00	HOLLIDAY SAND-APAC							
1500934501		004938		00	10/01/2026	001-3120-431.47-38	SPOILS	EFT:	336.00
1500935461		004938		00	10/01/2026	001-3120-431.47-38	SPOILS	EFT:	336.00
1500935028		004938		00	10/01/2026	001-3120-431.47-38	SPOILS	EFT:	420.00
							VENDOR TOTAL *	.00	1,092.00
0005558	00	INDUSTRIAL SALES CO							
1231435-000		004928		00	10/01/2026	001-6120-461.52-01	GEN. REPAIRS & MATERIALS	EFT:	3,011.84
							VENDOR TOTAL *	.00	3,011.84
0001362	00	JOHNSON COUNTY COMMUNITY COLLEGE							
S0587929		004928		00	10/01/2026	001-2120-421.46-01	BASIC POLICE ACADEMY	EFT:	2,503.32
							VENDOR TOTAL *	.00	2,503.32
0003299	00	KANEQUIP INC							
17-162649		004936		00	10/01/2026	605-3116-431.52-05	VEHICLE REPAIR 571	1,415.90	
17-162455		004936		00	10/01/2026	605-3116-431.52-05	VEHICLE REPAIR 571	2,154.45	
							VENDOR TOTAL *	3,570.35	
0002671	00	KANSAS GAS SERVICE							
105962227 0926		004928		00	10/01/2026	001-6120-461.40-04	NATURAL GAS P & R	100.92	
161419073 0926		004937		00	10/01/2026	501-4130-441.40-04	MONTHLY BILLING	111.36	
							VENDOR TOTAL *	212.28	
0005572	00	LAW OFFICES OF ANTHONY R. RUSSO							

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005572	00	LAW OFFICES OF ANTHONY R. RUSSO							
06102026		004937		00	10/01/2026	001-1330-413.31-02	PRO TEM PROSECUTOR	EFT:	600.00
							VENDOR TOTAL *	.00	600.00
0004949	00	LEGAL RECORD, THE							
L31108		004928		00	10/01/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	18.04
L31109		004928		00	10/01/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	19.37
L31110		004928		00	10/01/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	19.37
L31111		004928		00	10/01/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	19.37
L31112		004928		00	10/01/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	18.04
							VENDOR TOTAL *	.00	94.19
0099999	00	LILYANA BERGMAN							
000076913		UT		00	09/24/2026	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 134811	27.40-
							VENDOR TOTAL *	.00	27.40-
0005186	00	LINDE GAS & EQUIPMENT							
58275052		004937		00	10/01/2026	501-4120-441.44-02	CYLINDER RENTAL	EFT:	120.15
59120532		004936		00	10/01/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	101.39
							VENDOR TOTAL *	.00	221.54
0002979	00	LOCHNER, H W INC							
000023159-9		PI0478	008877	00	08/04/2026	551-4520-445.61-04	FUEL SYSTEM REPLACE	EFT:	6,445.00
000023159-10		PI0484	008877	00	09/01/2026	551-4520-445.61-04	FUEL SYSTEM REPLACE	EFT:	3,080.00
							VENDOR TOTAL *	.00	9,525.00
0005537	00	LS ELECTRIC AMERICA, INC							
D091426		PI0491	009287	00	09/14/2026	501-4140-441.62-15	US CUSTOMS DUTY	EFT:	213,360.00
							VENDOR TOTAL *	.00	213,360.00
0004464	00	MID-STATE RENTAL							
138631-2		004928		00	10/01/2026	001-6120-461.44-02	EQUIPMENT RENTAL	EFT:	319.04
							VENDOR TOTAL *	.00	319.04
0099999	00	MUTHURE, KAREN							
000074873		UT		00	09/24/2026	501-0000-229.00-00	FINAL BILL REFUND	100.11	
							VENDOR TOTAL *	100.11	
0004957	00	NEXGRID, LLC							
2026185		PI0489	009163	00	09/01/2026	521-4230-442.52-31	COMMUNICATION MODULES	EFT:	8,598.23
2026185		PI0490	009285	00	09/01/2026	521-4230-442.52-31	COMMUNICATION MODULES	EFT:	18,514.71
							VENDOR TOTAL *	.00	27,112.94
0005395	00	OJ DUPREE COMPANY							
S5931		004932		00	10/01/2026	521-4220-442.43-05	VFD INSTALL FOR CLEARWELL	EFT:	2,332.00
							VENDOR TOTAL *	.00	2,332.00
0000393	00	OLSSON, INC.							
593043		PI0483	008835	00	09/18/2026	130-3130-431.62-04	175 & I-35 IMPROVEMENTS	EFT:	72,317.85
594847		PI0482	008579	00	09/28/2026	401-3130-431.62-24	GARDNER LAKE SPILLWAY	EFT:	547.30

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000393	00	OLSSON, INC.							
							VENDOR TOTAL *	.00	72,865.15
0005664	00	ORRICK & ERSKINE LLP TRUST							
9.16.26		PI0488 009263	00		09/16/2026	117-3130-431.62-04	EASEMENT PAYMENT	EFT:	8,270.00
							VENDOR TOTAL *	.00	8,270.00
0004437	00	PEMBLETON, RAYMOND							
2026 KACEC		004920	00		10/01/2026	001-2120-421.46-01	KANSAS ASSO CODES ENFORCE	122.40	
							VENDOR TOTAL *	122.40	
0005532	00	PHILPOT, TORI							
2026 KACEC		004919	00		10/01/2026	001-2120-421.46-01	KANSAS ASSO CODES ENFORCE	122.40	
							VENDOR TOTAL *	122.40	
0005456	00	PVS DX INC							
817002461-26		004937	00		10/01/2026	521-4220-442.52-13	CHLORINE	EFT:	2,340.40
							VENDOR TOTAL *	.00	2,340.40
0004069	00	ROLLF, DAVID							
2026 IMPAIRED		004921	00		10/01/2026	001-2120-421.46-01	21ST ANNUAL IMPAIRED	96.00	
							VENDOR TOTAL *	96.00	
0004321	00	SITEONE LANDSCAPE SUPPLY, LLC							
171192098-001		004937	00		10/01/2026	001-6120-461.52-01	TURF SERVICE PROGRAM	EFT:	90.89
							VENDOR TOTAL *	.00	90.89
0001786	00	SMITTY'S LAWN & GARDEN EQUIPMENT							
155295		004928	00		10/01/2026	001-6120-461.43-02	SMALL EQUIP REPAIR	69.60	
155421		004928	00		10/01/2026	001-6120-461.43-02	SMALL EQUIP REPAIR	51.96	
							VENDOR TOTAL *	121.56	
0001566	00	STAPLES BUSINESS ADVANTAGE							
6074127942		004928	00		10/01/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	54.74
							VENDOR TOTAL *	.00	54.74
0004785	00	SUMNERONE, INC							
4723637		004936	00		10/01/2026	602-1340-413.43-02	PD COPIER MAINTENANCE	EFT:	115.20
							VENDOR TOTAL *	.00	115.20
0004482	00	SUPERION, LLC							
473109		004928	00		10/01/2026	602-1340-413.47-05	INDIVIDUAL ELEARNING	EFT:	2,297.28
							VENDOR TOTAL *	.00	2,297.28
0002055	00	TG TECHNICAL SERVICES							
INV-004393		004937	00		10/01/2026	521-4220-442.52-12	LI-ION BATTER PACK & CHAR	EFT:	512.00
INV-004392		004937	00		10/01/2026	521-4220-442.31-15	SERVICE OF GAS MONITORS	EFT:	595.00
							VENDOR TOTAL *	.00	1,107.00
0003962	00	TRANSLATIONPERFECT.COM							

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003962	00	TRANSLATIONPERFECT.COM							
INV-17909		004941		00	10/01/2026	001-1330-413.31-15	TRANSLATION SERVICES	EFT:	526.38
							VENDOR TOTAL *	.00	526.38
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
267718311-001		004937		00	10/01/2026	521-4230-442.44-02	SKID STEER BRUSH MOWER	EFT:	453.00
							VENDOR TOTAL *	.00	453.00
0000238	00	USA BLUE BOOK							
INV01167163		004937		00	10/01/2026	521-4220-442.52-12	TNT & ALKALINITY TEST	EFT:	213.60
							VENDOR TOTAL *	.00	213.60
0005290	00	USALCO, LLC							
910253343		004937		00	10/01/2026	521-4220-442.52-13	ALUMINUM CHLOROHYDRATE	EFT:	23,905.60
							VENDOR TOTAL *	.00	23,905.60
0099999	00	VON FINKENBINDER							
000076913		UT		00	09/24/2026	501-0000-229.00-00	FINAL BILL REFUND	27.40	
							VENDOR TOTAL *	27.40	
0003221	00	WEX BANK							
115162726		004931		00	10/01/2026	001-2110-421.52-09	PD FUEL EXPENSE	EFT:	730.97
115162726		004931		00	10/01/2026	001-2120-421.52-09	PD FUEL EXPENSE	EFT:	9,860.35
115162726		004931		00	10/01/2026	001-2120-421.43-05	PD FUEL EXPENSE	EFT:	2,607.96
115162726		004931		00	10/01/2026	001-2130-421.52-09	PD FUEL EXPENSE	EFT:	81.68
115162726		004931		00	10/01/2026	001-3120-431.52-09	STREETS FUEL EXPENSE	EFT:	2,618.24
115162726		004931		00	10/01/2026	001-3130-431.52-09	ENGINEERING FUEL EXPENSE	EFT:	500.79
115162726		004931		00	10/01/2026	001-6120-461.52-09	P&R FUEL EXPENSE	EFT:	2,188.75
115162726		004931		00	10/01/2026	001-7120-471.52-09	COMM DEV FUEL EXPENSE	EFT:	228.57
115162726		004931		00	10/01/2026	521-4230-442.52-09	LINE MAINT. FUEL EXPENSE	EFT:	653.24
115162726		004931		00	10/01/2026	551-4520-445.52-09	AIRPORT FUEL EXPENSE	EFT:	206.11
115162726		004931		00	10/01/2026	603-3150-431.52-09	MAINTENANCE FUEL EXPENSE	EFT:	237.59
115162726		004931		00	10/01/2026	605-3116-431.52-09	FLEET FUEL EXPENSE	EFT:	52.96
							VENDOR TOTAL *	.00	19,967.21
0004600	00	WILSON & CO, INC, ENGINEERS & ARCHI							
154452		PI0479	008949	00	08/27/2026	117-3120-431.62-05	GARDNER ALLEYWAY	EFT:	480.00
155541		PI0485	008949	00	09/23/2026	117-3120-431.62-05	GARDNER ALLEYWAY	EFT:	1,169.70
155541		PI0487	009260	00	09/23/2026	117-3120-431.62-05	GARDNER ALLEYWAY	EFT:	862.30
							VENDOR TOTAL *	.00	2,512.00
0002788	00	911 CUSTOM							
65087-01		004928		00	10/01/2026	001-2120-421.61-09	WINDOW TINTING	EFT:	730.00
							VENDOR TOTAL *	.00	730.00
							HAND ISSUED TOTAL ***		27.40-
							EFT/EPAY TOTAL ***		467,780.84
							TOTAL EXPENDITURES ****	4,987.92	467,753.44

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002788	00							
						GRAND TOTAL **********		472,741.36

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
0005627	00	ACCESS INFORMATION MANAGEMENT							
12415578		004987		00	10/08/2026	001-1150-411.31-15	OFFSITE STORAGE	EFT:	2,631.72
							VENDOR TOTAL *	.00	2,631.72
0005345	00	ACE IMAGEWEAR							
1635948		004945		00	10/08/2026	605-3116-431.31-15	SHOP RAGS	EFT:	55.00
							VENDOR TOTAL *	.00	55.00
0005127	00	ACULAS HEALTH LLC							
11819		004983		00	10/08/2026	601-1230-412.31-15	PHYSICALS	EFT:	525.00
							VENDOR TOTAL *	.00	525.00
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
PS-INV108224		PI0493 009083		00	09/25/2026	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	4,813.84
							VENDOR TOTAL *	.00	4,813.84
0099999	00	ASTUDILLO DUENAS, MANUEL							
000077883		UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	68.81	
							VENDOR TOTAL *	68.81	
0004994	00	BENEFITS DIRECT							
A045601		004992		00	10/08/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	64.60
A045601		004991		00	10/08/2026	001-1140-411.31-15	MONTHLY BILLING	EFT:	435.00
A045601		004993		00	10/08/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	31.38
A045601		004994		00	10/08/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	14.46
A045601		004996		00	10/08/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
A045601		004997		00	10/08/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.76
A045601		004999		00	10/08/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	24.62
A045601		005001		00	10/08/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	49.20
A045601		005002		00	10/08/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	321.70
A045601		005003		00	10/08/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	14.46
A045601		005004		00	10/08/2026	001-3110-431.21-01	MONTHLY BILLING	EFT:	28.92
A045601		005006		00	10/08/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	91.68
A045601		005007		00	10/08/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	62.76
A045601		005008		00	10/08/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	55.06
A045601		005008		00	10/08/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	91.68
A045601		005008		00	10/08/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	55.06
A045601		005008		00	10/08/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	23.68
A045601		005008		00	10/08/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	60.30
A045601		005008		00	10/08/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	27.98
A045601		005008		00	10/08/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	119.66
A045601		005008		00	10/08/2026	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
A045601		005008		00	10/08/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	71.36
A045601		005008		00	10/08/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	68.58
A045601		005008		00	10/08/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
A045601		005008		00	10/08/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	67.06
A045601		004995		00	10/08/2026	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
A045601		005000		00	10/08/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	52.60
A045601		005008		00	10/08/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	13.52
A045601		004998		00	10/08/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	48.30

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004994 BENEFITS DIRECT	00								
A045601		005005		00	10/08/2026	605-3116-431.21-01	MONTHLY BILLING	EFT:	6.76
A045601		004989		00	10/08/2026	721-0000-202.03-07	MONTHLY BILLING	EFT:	11,018.66
A045601		004990		00	10/08/2026	721-0000-202.03-17	MONTHLY BILLING	EFT:	300.86
							VENDOR TOTAL *	.00	13,335.26
0005222 BOELTE-HALL, LLC	00								
26-77894		005009		00	10/08/2026	001-1120-411.47-02	PRINTING	EFT:	2,333.49
							VENDOR TOTAL *	.00	2,333.49
0005293 BRIGHTSPEED	00								
450001431497		004946		00	10/08/2026	551-4520-445.40-03	AIRPORT PHONE	EFT:	79.14
							VENDOR TOTAL *	.00	79.14
0003532 CBIZ BENEFITS & INSURANCE SVCS INC	00								
8473		PI0500	009084	00	10/06/2026	001-1140-411.31-15	BENEFITS CONSULTING	EFT:	9,500.00
							VENDOR TOTAL *	.00	9,500.00
0005198 CHARTER COMMUNICATIONS	00								
152151301100126004987		004987		00	10/08/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
152151501100126005009		005009		00	10/08/2026	602-1340-413.47-05	MONTHLY BILLING	EFT:	119.99
							VENDOR TOTAL *	.00	1,069.99
0005700 CHRISTIAN GABRIEL VALDEZ HERNANDEZ	00								
10012026 TORT		004983		00	10/08/2026	531-4330-443.31-15	TORT CLAIM SETTLEMENT	2,500.00	
							VENDOR TOTAL *	2,500.00	
0005609 CINTAS CORPORATION 2	00								
4283992945		004946		00	10/08/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	EFT:	33.07
8408662460		004986		00	10/08/2026	603-3150-431.42-01	RUG RENTAL	EFT:	58.77
8408662460		004986		00	10/08/2026	603-3150-431.42-01	RUG RENTAL	EFT:	12.50
8408662460		004986		00	10/08/2026	603-3150-431.42-01	RUG RENTAL	EFT:	40.14
							VENDOR TOTAL *	.00	144.48
0001305 CIRCADIA	00								
379017		004985		00	10/08/2026	603-3150-431.43-01	HI 5 FURNITURE	EFT:	875.00
							VENDOR TOTAL *	.00	875.00
0005598 CITY WIDE MAINTENANCE CO ENT LLC	00								
32001079711		004946		00	10/08/2026	603-3150-431.42-01	JANITORIAL SERVICES	EFT:	1,100.00
42001055636		PI0499	009291	00	09/30/2026	603-3150-431.61-03	CITY HALL LIGHT PROJECT	EFT:	12,730.00
32001079597		PI0504	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	2,421.00
32001079598		PI0505	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	721.00
32001079599		PI0506	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	4,017.00
32001079600		PI0507	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	515.00
32001079601		PI0508	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	515.00
32001079602		PI0509	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	412.00
32001079602		PI0510	009240	00	10/01/2026	603-3150-431.42-01	JANITORIAL SERVICE	EFT:	412.00
							VENDOR TOTAL *	.00	22,843.00
0005543 CLINICAL ASSOCIATES PA	00								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005543	00	CLINICAL ASSOCIATES PA							
SANNAT05		004984		00	10/08/2026	001-2110-421.31-15	NEW HIRE EVALUATION	EFT:	500.00
							VENDOR TOTAL *	.00	500.00
0005445	00	CORPORATE HEALTH							
00007884-00		004984		00	10/08/2026	601-1230-412.31-15	PHYSICALS/ HEP B	372.00	
							VENDOR TOTAL *	372.00	
0002511	00	ENRIGHT LAWNS, INC							
26349		PI0501 009139		00	10/01/2026	001-6120-461.31-15	P&R LAWN MAINTENANCE	EFT:	5,110.00
							VENDOR TOTAL *	.00	5,110.00
0099999	00	ENRIQUEZ, EZEKIEL							
000074407		UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	40.97	
							VENDOR TOTAL *	40.97	
0004492	00	FLOWER FARM, THE							
35291		004946		00	10/08/2026	001-1140-411.52-20	PEACE LILLY	45.00	
							VENDOR TOTAL *	45.00	
0099999	00	GREGG SANDERS							
114574573		004861		00	09/24/2026	001-0000-228.40-00	SENIOR CENTER REFUND	CHECK #: 134805	85.00-
114574617		004861		00	09/24/2026	001-0000-228.40-00	SENIOR CENTER REFUND	CHECK #: 134805	85.00-
							VENDOR TOTAL *	.00	170.00-
0001840	00	GT DISTRIBUTORS INC							
UNV0106384		004946		00	10/08/2026	001-2110-421.53-02	PANTS FOR ROBERTS	EFT:	85.50
UNV0106394		004946		00	10/08/2026	001-2110-421.53-02	SHIRTS & COLLAR BRASS	EFT:	186.79
INV1098729		004983		00	10/08/2026	001-2110-421.53-02	PD ADMIN COLLAR BRASS	EFT:	31.98
INV1097763		004946		00	10/08/2026	001-2120-421.53-02	UNIFORM	EFT:	38.34
UNV0106385		004946		00	10/08/2026	001-2120-421.53-02	SIDE TAPERS ON SHIRT	EFT:	52.00
INV1098728		004983		00	10/08/2026	001-2120-421.53-02	PD COLLAR BRASS	EFT:	96.95
							VENDOR TOTAL *	.00	491.56
0099999	00	GTL MINISTRIES							
114574573		004861		00	10/07/2026	001-0000-228.40-00	SENIOR CENTER REFUND	85.00	
114574617		004861		00	10/07/2026	001-0000-228.40-00	SENIOR CENTER REFUND	85.00	
							VENDOR TOTAL *	170.00	
0004993	00	HARTFORD, THE							
069847083840		004949		00	10/08/2026	001-1120-411.21-02	MONTHLY BILLING	EFT:	63.00
069847083840		004950		00	10/08/2026	001-1140-411.21-02	MONTHLY BILLING	EFT:	27.00
069847083840		004951		00	10/08/2026	001-1150-411.21-02	MONTHLY BILLING	EFT:	9.00
069847083840		004953		00	10/08/2026	001-1305-413.21-02	MONTHLY BILLING	EFT:	18.00
069847083840		004954		00	10/08/2026	001-1310-413.21-02	MONTHLY BILLING	EFT:	43.50
069847083840		004956		00	10/08/2026	001-1330-413.21-02	MONTHLY BILLING	EFT:	27.00
069847083840		004958		00	10/08/2026	001-2110-421.21-02	MONTHLY BILLING	EFT:	69.00
069847083840		004959		00	10/08/2026	001-2120-421.21-02	MONTHLY BILLING	EFT:	292.50
069847083840		004960		00	10/08/2026	001-2130-421.21-02	MONTHLY BILLING	EFT:	9.00
069847083840		004961		00	10/08/2026	001-3110-431.21-02	MONTHLY BILLING	EFT:	18.00

VEND NO / INVOICE NO	SEQ# / VOUCHER NO	VENDOR NAME / P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004993	00	HARTFORD, THE						
069847083840	004963		00	10/08/2026	001-3120-431.21-02	MONTHLY BILLING	EFT:	76.50
069847083840	004964		00	10/08/2026	001-3130-431.21-02	MONTHLY BILLING	EFT:	52.50
069847083840	004975		00	10/08/2026	001-6105-461.21-02	MONTHLY BILLING	EFT:	52.50
069847083840	004976		00	10/08/2026	001-6120-461.21-02	MONTHLY BILLING	EFT:	70.50
069847083840	004977		00	10/08/2026	001-7110-471.21-02	MONTHLY BILLING	EFT:	49.50
069847083840	004978		00	10/08/2026	001-7120-471.21-02	MONTHLY BILLING	EFT:	27.00
069847083840	004966		00	10/08/2026	501-4110-441.21-02	MONTHLY BILLING	EFT:	36.00
069847083840	004967		00	10/08/2026	501-4120-441.21-02	MONTHLY BILLING	EFT:	33.00
069847083840	004968		00	10/08/2026	501-4130-441.21-02	MONTHLY BILLING	EFT:	103.50
069847083840	004969		00	10/08/2026	521-4210-442.21-02	MONTHLY BILLING	EFT:	18.00
069847083840	004970		00	10/08/2026	521-4220-442.21-02	MONTHLY BILLING	EFT:	58.50
069847083840	004971		00	10/08/2026	521-4230-442.21-02	MONTHLY BILLING	EFT:	108.00
069847083840	004972		00	10/08/2026	531-4310-443.21-02	MONTHLY BILLING	EFT:	9.00
069847083840	004973		00	10/08/2026	531-4320-443.21-02	MONTHLY BILLING	EFT:	46.50
069847083840	004974		00	10/08/2026	551-4520-445.21-02	MONTHLY BILLING	EFT:	7.50
069847083840	004952		00	10/08/2026	601-1230-412.21-02	MONTHLY BILLING	EFT:	9.00
069847083840	004957		00	10/08/2026	602-1340-413.21-02	MONTHLY BILLING	EFT:	58.50
069847083840	004965		00	10/08/2026	603-3150-431.21-02	MONTHLY BILLING	EFT:	18.00
069847083840	004955		00	10/08/2026	604-1320-413.21-02	MONTHLY BILLING	EFT:	43.50
069847083840	004962		00	10/08/2026	605-3116-431.21-02	MONTHLY BILLING	EFT:	9.00
						VENDOR TOTAL *	.00	1,462.50
0005351	00	HEADLEE, KELLEN						
2026 KAA CONF	004945		00	10/08/2026	001-3110-431.46-01	KANSAS ASSOCIATION OF	138.36	
						VENDOR TOTAL *	138.36	
0005512	00	HOLLIDAY SAND-APAC						
1500936006	004947		00	10/08/2026	001-3120-431.47-38	SPOILS	EFT:	336.00
1500936603	004947		00	10/08/2026	001-3120-431.47-38	SPOILS	EFT:	336.00
1500939705	004947		00	10/08/2026	001-3120-431.47-38	SPOILS	EFT:	252.00
						VENDOR TOTAL *	.00	924.00
0004271	00	IRON MOUNTAIN INC						
LRDL665	004979		00	10/08/2026	001-1150-411.31-15	OFF-SITE SHREDDING	EFT:	133.27
						VENDOR TOTAL *	.00	133.27
0099999	00	JIMENEZ, LUIS						
000073393	UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	80.55	
						VENDOR TOTAL *	80.55	
0001362	00	JOHNSON COUNTY COMMUNITY COLLEGE						
S0587929	004928		00	10/01/2026	001-2120-421.46-01	BASIC POLICE ACADEMY	CHECK #: 30667	2,503.32-
S0587929	004928		00	10/07/2026	001-2120-421.46-01	BASIC POLICE ACADEMY	EFT:	2,503.32
						VENDOR TOTAL *	.00	
0002462	00	JOHNSON COUNTY DEPT OF CORRECTIONS						
SEP2026	004984		00	10/08/2026	001-2110-421.31-11	MUNICIPAL BOARDING	EFT:	1,120.00
						VENDOR TOTAL *	.00	1,120.00
0000658	00	JOHNSON COUNTY SHERIFF'S OFFICE						

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
0000658	00	JOHNSON COUNTY SHERIFF'S OFFICE							
279942		PI0494	009096	00	09/18/2026	125-1120-411.49-04	2026 CO-RESPONDER	EFT:	20,000.00
							VENDOR TOTAL *	.00	20,000.00
0005651	00	JUSTICE RESEARCH CONSULTANTS							
20261002		PI0502	009166	00	10/02/2026	001-2120-421.31-15	PD STRATEGIC STAFFING	EFT:	7,800.00
							VENDOR TOTAL *	.00	7,800.00
0002760	00	KA-COMM, INC							
202320		004980		00	10/08/2026	001-2120-421.43-05	PD UNIT 142	EFT:	90.00
							VENDOR TOTAL *	.00	90.00
0099999	00	KAHLON, JATINDERPAL							
000077839		UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	68.72	
							VENDOR TOTAL *	68.72	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
YM200011030		004984		00	10/08/2026	001-1140-411.46-05	RECRUITMENT	EFT:	200.00
							VENDOR TOTAL *	.00	200.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.							
6090676		004983		00	10/08/2026	001-3120-431.31-15	LOCATES	EFT:	7.98
							VENDOR TOTAL *	.00	7.98
0002541	00	KIMBALL MIDWEST							
104629334		004980		00	10/08/2026	001-3120-431.52-10	PAINT	EFT:	1,477.56
							VENDOR TOTAL *	.00	1,477.56
0001103	00	KUTAK ROCK LLP							
3812497		004982		00	10/08/2026	001-1130-411.31-15	PROJ. VELOCITY INCENTIVE	EFT:	10,650.20
							VENDOR TOTAL *	.00	10,650.20
0004949	00	LEGAL RECORD, THE							
L31311		004983		00	10/08/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	18.04
L31312		004983		00	10/08/2026	001-1150-411.47-01	ORDINANCE PUBLISHING	EFT:	18.04
							VENDOR TOTAL *	.00	36.08
0005186	00	LINDE GAS & EQUIPMENT							
59439729		004983		00	10/08/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	234.33
							VENDOR TOTAL *	.00	234.33
0000233	00	MAXIMUM LAWN CARE							
18388		004984		00	10/08/2026	001-2110-421.31-15	PD LAWN CARE	EFT:	1,245.00
							VENDOR TOTAL *	.00	1,245.00
0004725	00	MCANANY CONSTRUCTION							
PAY REQUEST 2		PI0497	009201	00	09/30/2026	117-3120-431.62-05	2026 PAVEMENT MANAGMENT	EFT:	519,159.60
							VENDOR TOTAL *	.00	519,159.60
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							

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0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
00670594		004982		00	10/08/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	587.50
00670595		004982		00	10/08/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	5,757.50
00670623		005010		00	10/08/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	918.00
							VENDOR TOTAL *	.00	7,263.00
0099999	00	MICHAEL, JORDANN							
000078399		UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	40.39	
							VENDOR TOTAL *	40.39	
0003579	00	MID-STATES MATERIALS LLC							
172394		004980		00	10/08/2026	551-4520-445.52-01	DITCH LINER	326.15	
							VENDOR TOTAL *	326.15	
0099999	00	MILLER, ERIK							
000075469		UT		00	10/05/2026	501-0000-229.00-00	FINAL BILL REFUND	49.19	
							VENDOR TOTAL *	49.19	
0004062	00	MYERS BROTHERS OF KANSAS CITY, INC							
285595		004980		00	10/08/2026	605-3116-431.52-02	BULK OIL METER 15W40	975.00	
							VENDOR TOTAL *	975.00	
0099999	00	NEXPOINT SFR SPE 3 LLC							
000071653		UT		00	10/06/2026	501-0000-229.00-00	MANUAL CHECK	100.85	
000071653		UT		00	10/06/2026	501-0000-229.00-00	MANUAL CHECK	79.60	
							VENDOR TOTAL *	180.45	
0004468	00	NORRIS EQUIPMENT CO							
90027		004980		00	10/08/2026	001-3120-431.52-02	SMALL TOOLS	78.79	
90097		004980		00	10/08/2026	001-3120-431.52-02	RECOIL ASSY	57.74	
							VENDOR TOTAL *	136.53	
0000144	00	O'REILLY AUTOMOTIVE, INC.							
0354-119138		005042		00	10/08/2026	501-4130-441.43-05	MOTOROIL	EFT:	192.46
0354-119861		005042		00	10/08/2026	501-4130-441.43-05	MOTOROIL	EFT:	14.22
0354-121610		005042		00	10/08/2026	501-4130-441.43-05	RPDENT REPAIR	EFT:	23.23
0354-121708		005042		00	10/08/2026	501-4130-441.43-05	OIL FILTER & OIL	EFT:	64.36
0354-121706		005043		00	10/08/2026	501-4130-441.43-05	CABIN FILTER	EFT:	9.65
0354-121706		005043		00	10/08/2026	501-4130-441.52-12	GLOVES FOR THE SHOP	EFT:	31.18
0354-121709		005043		00	10/08/2026	501-4130-441.52-12	GLOVES FOR THE SHOP	EFT:	187.14
FINCHG		005043		00	10/08/2026	501-4130-441.52-12	FINANCE LATE CHARGE	EFT:	5.36
0354-117549		005043		00	10/08/2026	501-4130-441.52-04	HI-TEMP GREASE	EFT:	103.89
0354-117550		005043		00	10/08/2026	501-4130-441.43-02	TIE ROD BELLOWS	EFT:	24.89
0354-119189		005043		00	10/08/2026	501-4130-441.43-02	BATTERY	EFT:	232.08
							VENDOR TOTAL *	.00	888.46
0000393	00	OLSSON, INC.							
593040		PI0492	008971	00	09/18/2026	401-3130-431.62-04	167TH & MOONLIGHT PLANS	EFT:	83,004.04
595660		PI0496	009135	00	09/30/2026	401-3130-431.62-24	LAKE OBSERVATION SERV.	EFT:	5,093.68
							VENDOR TOTAL *	.00	88,097.72
0005664	00	ORRICK & ERSKINE LLP TRUST							

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0005664	00	ORRICK & ERSKINE LLP TRUST							
9.23.26		PI0498 009209	00		09/23/2026	130-3130-431.62-04	TRACT 2 EASEMENTS	EFT:	100,000.00
10.5.26		PI0503 009209	00		10/05/2026	130-3130-431.62-04	TRACT 3 EASEMENTS	EFT:	2,160.00
							VENDOR TOTAL *	.00	102,160.00
0004985	00	ORRICK & ERSKINE, LLP							
9.26.26		PI0495 009111	00		09/26/2026	117-3130-431.62-04	GRAND ST 3RD PROG. PAY	EFT:	10,936.00
							VENDOR TOTAL *	.00	10,936.00
0004385	00	POMP'S TIRE SERVICE, INC.							
1180116761		004980	00		10/08/2026	605-3116-431.43-02	571 TRACTOR	EFT:	307.20
1250213902		004980	00		10/08/2026	605-3116-431.43-02	571 TRACTOR	EFT:	294.70
							VENDOR TOTAL *	.00	601.90
0004198	00	PROTECT YOUTH SPORTS							
1451763		004980	00		10/08/2026	001-6110-461.47-53	1 COUNTY AUTO (6)	EFT:	92.70
							VENDOR TOTAL *	.00	92.70
0005099	00	QUADIENT, INC							
63372843		004980	00		10/08/2026	001-2110-421.47-04	METER RENTAL	93.00	
							VENDOR TOTAL *	93.00	
0000398	00	REEVES-WIEDEMAN CO.							
6827739		004980	00		10/08/2026	001-6130-461.52-01	EQUIPMENT MAINTENANCE	EFT:	189.00
CM6826268		004980	00		10/08/2026	001-6130-461.52-01	EQUIPMENT MAINTENANCE	EFT:	209.00-
6826268		004980	00		10/08/2026	001-6130-461.52-01	EQUIPMENT MAINTENANCE	EFT:	216.45
							VENDOR TOTAL *	.00	196.45
0003110	00	REJIS COMMISSION							
583250		004981	00		10/08/2026	001-1330-413.47-05	ANNUAL LEWEB SUBSCRIPTION	EFT:	160.90
584900		004984	00		10/08/2026	001-2110-421.47-05	VPN CONNECT 10/26 - 5/27	EFT:	13.70
584922		004984	00		10/08/2026	001-2110-421.47-05	OCT LEWEB SUBSCRIPT. FEE	EFT:	98.58
							VENDOR TOTAL *	.00	273.18
0005500	00	REMODEL HEALTH							
INV9915		005014	00		10/08/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	6,387.62
INV9915		005013	00		10/08/2026	001-1140-411.31-15	MONTHLY BILLING	EFT:	9,025.00
INV9915		005015	00		10/08/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	3,357.72
INV9915		005016	00		10/08/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	2,529.84
INV9915		005017	00		10/08/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,370.85
INV9915		005018	00		10/08/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	6,760.07
INV9915		005019	00		10/08/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	3,297.93
INV9915		005020	00		10/08/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	4,320.28
INV9915		005021	00		10/08/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	40,984.73
INV9915		005022	00		10/08/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	2,738.09
INV9915		005023	00		10/08/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	9,932.14
INV9915		005024	00		10/08/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	5,637.46
INV9915		005025	00		10/08/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,418.40
INV9915		005026	00		10/08/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	7,818.51
INV9915		005027	00		10/08/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	8,153.74

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0005500	00	REMODEL HEALTH						
INV9915	005028		00	10/08/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	1,153.31
INV9915	005029		00	10/08/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	5,488.79
INV9915	005030		00	10/08/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,457.26
INV9915	005031		00	10/08/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	16,524.57
INV9915	005032		00	10/08/2026	521-4210-442.21-01	MONTHLY BILLING	EFT:	983.02
INV9915	005033		00	10/08/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	10,307.66
INV9915	005034		00	10/08/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	14,763.36
INV9915	005035		00	10/08/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	2,435.03
INV9915	005036		00	10/08/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	9,340.41
INV9915	005037		00	10/08/2026	601-1230-412.21-01	MONTHLY BILLING	EFT:	747.93
INV9915	005038		00	10/08/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	6,233.55
INV9915	005039		00	10/08/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	1,580.70
INV9915	005040		00	10/08/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,212.81
INV9915	005041		00	10/08/2026	605-3116-431.21-01	MONTHLY BILLING	EFT:	1,370.62
INV9915	005012		00	10/08/2026	721-0000-202.03-15	MONTHLY BILLING	EFT:	1,981.44
						VENDOR TOTAL *	.00	201,312.84
0004120	00	RIVER GROUP DESIGN						
GRD164	004983		00	10/08/2026	001-1120-411.47-02	FALL 2026 NEWSLETTER	EFT:	750.00
						VENDOR TOTAL *	.00	750.00
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8						
44216175370926	004987		00	10/08/2026	001-6120-461.52-01	PAINT	EFT:	115.64
						VENDOR TOTAL *	.00	115.64
0001566	00	STAPLES BUSINESS ADVANTAGE						
6074633453	004981		00	10/08/2026	001-2110-421.52-20	KEURIG	EFT:	99.99
						VENDOR TOTAL *	.00	99.99
0005195	00	STERICYCLE						
8015613171	004984		00	10/08/2026	001-2110-421.31-15	PD MONTHLY SHREDDING	EFT:	155.66
						VENDOR TOTAL *	.00	155.66
0099999	00	STINSON, BRIAN						
000075839	UT		00	10/06/2026	501-0000-229.00-00	FINAL BILL REFUND	53.19	
						VENDOR TOTAL *	53.19	
0004785	00	SUMNERONE, INC						
4735030	004987		00	10/08/2026	602-1340-413.43-02	PD PRINTER MAINTENANCE	EFT:	175.89
						VENDOR TOTAL *	.00	175.89
0099999	00	TANIA SARABIA						
115183039	004945		00	10/08/2026	001-0000-228.40-00	SENIOR CENTER REFUND	85.00	
						VENDOR TOTAL *	85.00	
0004635	00	TEST SMARTLY LABS						
22326	004946		00	10/08/2026	601-1230-412.31-15	SEASONAL DRUG TEST	EFT:	50.00
						VENDOR TOTAL *	.00	50.00
0005498	00	THOMSON REUTERS WEST PUBLISHING COR						

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0005498	00	THOMSON REUTERS WEST PUBLISHING COR							
854204060		004984		00	10/08/2026	001-2110-421.31-15	ONLINE/SOFTWARE SUB	EFT:	434.16
							VENDOR TOTAL *	.00	434.16
0000026	00	USIC LOCATING SERVICES							
837206		004983		00	10/08/2026	001-3120-431.31-15	LOCATES	EFT:	81.95
831298		004983		00	10/08/2026	001-3120-431.31-15	LOCATES	EFT:	376.97
							VENDOR TOTAL *	.00	458.92
							HAND ISSUED TOTAL ***		2,673.32-
							EFT/EPAY TOTAL ***		1,045,413.83
							TOTAL EXPENDITURES ****	5,423.31	1,042,740.51
							GRAND TOTAL **********		1,048,163.82

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
0005695	00	PRICE EXCAVATING LLC							
2781		PI0511	009293	00	09/01/2026	001-1130-411.62-01	HOUSE DEMO 108 E SHAWNEE	EFT:	18,400.00
							VENDOR TOTAL *	.00	18,400.00
							EFT/EPAY TOTAL ***		18,400.00
							TOTAL EXPENDITURES ****	.00	18,400.00
							GRAND TOTAL **********		18,400.00

COUNCIL ACTION FORM CONSENT AGENDA ITEM NO. 3

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: DAVID HUNTER, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the City Administrator to sign a contract with Cornerstone Construction Solutions for the Hillsdale Water Treatment Plant Roof Replacement.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Background/Description of Item:
The City of Gardner's Hillsdale Water Treatment Plant Roof Replacement project is being funded out of the Water Treatment Operation & Maintenance Budget (O & M). The existing roof is a combination of ages dating back from the 2005 plant expansion and repairs made to the original plant roof. Multiple repairs to sky lights and some wood rot require repairs.

Bidding Process:
The Invitation for Bids was advertised on the City of Gardner website, Drexel website and The Legal Record, from September 8, 2026 to September 24, 2026. Four bid proposal packages were submitted to the Utilities Department, and all met and exceeded the requirements set out in the bid documents, which laid out the requirements for the project.

The apparent low bidder for the 2026 Hillsdale Water Treatment Plant Roof Replacement project was determined to meet or exceed the request requirements and are shown in the table below.

Contractor Name	Based Bid Amount
Blue Ribbon Investment	$100,705.00
American Roofing, Inc.	$79,973.00
Cornerstone Construction Solutions	$76,500.00
McCool Roofing, LLC	$76,930.00

Financial Impact:
Funds are available in the annual Water Fund, O & M Budget under Water Treatment.

Staff Recommendation:
To accept the low bid for the Hillsdale Water Treatment Plant Roof Replacement Project as received on September 24, 2026, and authorize the City Administrator to execute a contract for the amount of $76,500.00 to Cornerstone Construction Solutions.

Attachments:
- Cornerstone Construction Solutions Bid Package
- Bid Tabulation
- Agreement Between City and Contractor

Suggested Motion:
Authorize the City Administrator to execute a contract with Cornerstone Construction Solutions for the Hillsdale Water Treatment Plant Roof Replacement in the amount of $76,500.00.

GARDNER KANSAS

PROPOSER'S AFFIDAVIT
WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

Please type or print:

Legal Name of Person, Firm or Corporation: Cornerstone Construction Solutions

Address: 11703 E 239th St

City/State/Zip: Peculiar, MO, 64078

Contact Person: Samuel Rossi

Phone: 913-634-4586 Email: samuel@ccsolutionskc.com

Federal ID #: 99-1764235

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

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

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

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

Authorized Signature: Samuel Rossi Date: 09/23/2026
(Title)

Nevada Clark

Subscribed and sworn to before me this 24th day of September, 2026 by Samuel Rossi.

LaTomya Glass
(Signature of Notary Public)

My commission expires: 12/06/2029

LATOMYA GLASS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-3468-01
Expires December 6, 2029

Notarized remotely using audio-video communication technology via Proof.

GARDNER KANSAS

BID FORM

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

The undersigned Bidder hereby proposes to furnish all material, supplies, transportation, tools, equipment and necessary labor to construct, install, plant and complete all Work stipulated in, required by, and in conformity with the proposed Contract Documents, incorporated herein (including all documents referred to therein) and any and all written addenda thereto, for and in consideration of the unit prices as follows:

BIDDING COMPANY: Cornerstone Construction Solutions

Proposal Submission Requirements

Proposals must be broken down strictly by line items to ensure a clear cost analysis. Bidders must price the project using all exact specifications listed above, including the mandatory 5-year workmanship warranty. Please utilize the following cost breakdown structure:

Item	Description	Quantity	Unit	Total Cost
1	Tear off, haul, and dispose of composition shingles	15,000	SF	12,000
2	Tamko Storm Fighter Flex (Class 4) shingle roofing installation (using 1-1/4" nails)	15,000	SF	40,000
3	8-11 Mil Synthetic underlayment roofing felt installation	15,000	SF	3500
4	Ice & water barrier	1	LS	2500
5	Asphalt Universal starter course	1,000	LF	1500
6	Hip / Ridge cap (Standard profile)	500	LF	2500
7	Flashing & pipe jack replacement	1	LS	2500
8	Continuous ridge vent (shingle-over style)	325	LF	2000
9	Base replacement of 5 (five) known sheets of decking wood	5	EA	500
10	5-Year Workmanship Warranty	1	LS	1500
11	Project Restoration	1	LS	500
12	Owners Allowance	1	LS	$7,500

TOTAL BID: $ 76500

1. In submitting this Bid, the undersigned declares that it is of lawful age and executed this Bid on behalf of the Bidder named herein, and that the undersigned has lawful authority to do so. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid or Bidders, the parceling or farming out to any Bidder or Bidders, or other persons, of any part of the Agreement or any part of the subject matter of the Bid or Bids or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with Bidder in said Bid or Bids, until after the sealed Bid or Bids are opened.

2. The undersigned further declares that it has carefully examined the Notice to Bidders and other Contract Documents, and that it has inspected the actual location of the Work, together with the local sources of supply, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid Form the undersigned on behalf of the Bidder waives all right to plead any misunderstanding regarding the same.

3. The undersigned hereby agrees to furnish the required bonds and insurance certificates and execute the Agreement within ten (10) calendar days from and after Notice of Award of the Agreement is delivered to the Bidder, and failure of the Bidder to do so shall constitute a default, and the City may thereafter take such steps to protect its legal rights as it deems in its best interest, including, but not limited to, enforcement of its rights as performance.

4. It is understood that the City will pay monthly pay estimates submitted in accordance with the City of Gardner's claims policy and approved by the Utilities Director, all as provided in the Contract Documents.

5. The undersigned acknowledges receipt of the Plans and Specifications for the Project including the following written addenda (insert "none" if none were received):

none

Dated this 23rd day of September, 2026.

Cornerstone Construction Solutions

[Contractor]

By: Signed by... Sep 23, 2026

Samuel Rossi-Owner/Operator

Title

11703 E 239th St

Address

Peculiar, MO, 64078

City, State, Zip

913-634-4586

Telephone Number

samuel@ccsolutionskc.com

E-Mail [if available]

Facsimile Number [if available]

GARDNER KANSAS

BIDDER'S QUALIFICATION STATEMENT

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

   Name: Cornerstone Construction Solutions-Samuel Rossi

   Address: 11703 E 239th St, Peculiar, MO, 64078

   Phone/Fax/Email: 913-634-4586/NA/samuel@ccsolutionskc.com

2. Years in business 3

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

   dump trailers, compressors

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

   i. Name of Client: MODOT NW District Date of Project: 03/26-08/26

   Contact Person: Scott Smith Phone: 888-275-6636

   Description of Project: Re-Roof Multiple Salt Domes 75-175 SQ's-separate contracts

   ii. Name of Client: MODOT KC District Date of Project: 03/26-08/26

   Contact Person: Randy Whyde Phone: 888-275-6636

   Description of Project: Re-Roof Multiple Salt Domes 75-175 SQ's-separate contracts

   iii. Name of Client: Kansas City Housing Authority Date of Project: 12/25

   Contact Person: Procurement Department Phone: 816-968-4100

   Description of Project:

   Re-roof multiple housing authority properties-contract 1 consisted of approximately 337SQ's of singles replaced

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

Role:	Names:	Years Experience:
Project Manager:	Samuel Rossi	8
Superintendent:	Samuel Rossi	8
Foreman:	Armando Perez	30
Other Personnel:		

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

Subcontractor	Address	Phone #	Type/Scope of Work

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

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

Authorized Signature: Samuel Rossi Date: 09/24/2026

(Title)

Nevada Clark

Subscribed and sworn to before me this 24th day of September, 2026 by Samuel Rossi.

LaTomya Glass

(Signature of Notary Public)

My commission expires: 12/06/2029

LATOMYA GLASS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-3468-01
Expires December 6, 2029

Notarized remotely using audio-video communication technology via Proof.

GARDNER KANSAS

SUBCONTRACTOR'S QUALIFICATION STATEMENT

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

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

   Name: _____

   Address: _____

   Phone/Fax/Email: _____

2. Years in business _____

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

   _____

   _____

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

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

      Contact Person: _____ Phone: _____

      Description of Project: _____

      _____

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

      Contact Person: _____ Phone: _____

      Description of Project: _____

      _____

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

      Contact Person: _____ Phone: _____

      Description of Project: _____

      _____

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

Role:	Names:	Years experience:
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

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

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

Authorized Signature: _____ Date: _____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20__ by

_____.

_____ (seal, if any)
(Signature of Notary Public)

My commission expires: _____

CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

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

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

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

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

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

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

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

DATE: 09/23/2026

Cornerstone Construction Solutions
Contractor/Principal

By: Signed by... Sep 23, 2026
Signature

CORPORATE SEAL

Owner
(Official Title of Signer)

GARDNER KANSAS

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

STATE OF Nevada)
COUNTY OF _____)

Samuel Rossi, being first duly sworn deposes and says that:

(1) He is the owner of Cornerstone Construction Solutions, the Bidder that has submitted the attached Bid;

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

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

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

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

By: Cornerstone Construction Solutions Samuel Rossi

Name: Samuel Rossi

Title: Owner

Bidder: Cornerstone Construction Solutions

Nevada Clark

Subscribed and sworn to before me this 24th day of September, 2026 by Samuel Rossi.

LaTomya Glass
(Signature of Notary Public)

My commission expires: 12/06/2029

LATOMYA GLASS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-3468-01
Expires December 6, 2029

Notarized remotely using audio-video communication technology via Proof.

GARDNER KANSAS

BID BOND

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

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

PROJECT: WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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

Signed and sealed this/her 24 day of September, 2026.

Cornerstone Construction Solutions, LLC

Signed by... | Sep 23, 2025

[SEAL]

[Contractor/Principal]

Owner

[Title]

ATTEST:

Signed by... | Sep 24, 2026

[Secretary]

Lexington National Insurance Corporation

[Surety Company]

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

By: Sam Sealer

[Attorney-in-fact]

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY

Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Samuel Sealer

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on June 5, 2025:

Be it Resolved, that the Chief Executive Officer, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, policies, contracts, Consents of Surety, undertakings, indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and also such instruments and documents which the business of the Company may require, and such instruments and documents so executed by such Attorney-in-Fact shall be binding upon the Company as if signed by the Chief Executive Officer and sealed by the Corporate Secretary.

RESOLVED further, that the signature and attestations of the Chief Executive Officer, President or any Vice-President of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by electronic means or by facsimile, and the seal of the Company may be embossed, stamped, affixed electronically or by facsimile to any such Power of Attorney. Any such power so executed and sealed shall be valid and binding on the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

Ronald A. Frank, Chief Executive Officer

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, Chief Executive Officer of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 01/08/28

Megan A Schwabline

Notary

MEGAN A. SCHWABLINE NOTARY PUBLIC HARFORD COUNTY, MD EXPIRES: 01-08-2028

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 5th day of June, 2025.

Lisa R. Slater, Secretary

Attached to bond signed this 24th day of September, 20 26

GARDNER KANSAS

MAINTENANCE BOND

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

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KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as the "Principal," hereinafter referred to as "Contractor," and _____as and hereinafter referred to as the "Surety," a corporation organized under the laws of the State of _____ _____and authorized to transact business in the State of Kansas, are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of _____ Dollars ($_____) for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITIONS OF THIS BOND are such that:

WHEREAS, Contractor has executed a written Agreement, including the Contract Documents, with City to construct certain improvements referred to as **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project,** more particularly described in the Agreement and the Contract Documents dated _____, 20___, the Agreement and the Contract Documents are made a part hereof by reference as if fully set out herein.

The Contractor, upon completion of the Agreement and upon acceptance by the City of Gardner, in accordance with the Contract Documents, approved plans and specifications with no unacceptable deviations thereof, has agreed to guarantee and maintain the construction and installation, including all materials and workmanship, for the period of two years beginning on the date that each City so accepts said work, said date being the formal acceptance date.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Agreement or other Contract Documents, Specifications and Plans, to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specification. Surety further agrees that any person to whom there is due any sum for labor or material furnished, as herein before stated, or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after twenty-four (24) months from the completion of said public improvements.

NOW, THEREFORE, if Contractor has constructed and completed or caused to be constructed and completed the entire improvement in strict compliance with the Agreement and Contract Documents, including all documents incorporated therein, between City and Contractor, and all applicable laws,

rules, and regulations such as, but not limited to, those set forth in the Code of the City including the Minimum Standards for the Design and Construction of Streets, Sanitary Sewers, Water Lines, and Storm Drainage Improvements, completed to the satisfaction of the City Engineer and with such materials and in such manner that the same shall endure without need of repairs or maintenance for a period of (2) two years from and after the completion and acceptance by City's governing Body; and if said improvement shall actually endure without the need of repairs or maintenance for the period of (2) two years from and after the completion and acceptance thereof as aforesaid, then this obligation shall be null and void.

PROVIDED, that if the improvement requires repairs or maintenance within such (2) two year period then this obligation shall remain in full force and effect and Contractor and the Surety shall be responsible for the prompt payment of the penal sum to the City for such repairs and/or maintenance including any incidental costs associated therewith, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in collection of this Maintenance Bond.

PROVIDED, FURTHER, that if said Contractor fails to duly and faithfully guarantee and maintain said work, the Surety will pay for the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

Signed and sealed this _____ day of _____, 20___.

_____
[Contractor/Principal]

[SEAL]

_____
[Title]

_____
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

(Accompany this Bond with Attorney-in-Fact's authority from the surety company certified to include the date of the bond.)

GARDNER KANSAS

PERFORMANCE BOND

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned of _____ _____, as Principal, hereinafter referred to as the "Contractor," and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas, hereinafter referred to as the "Surety," are held and firmly bound unto the CITY OF GARDNER, KANSAS hereinafter referred to as "City," in the penal sum of _____Dollars ($_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made to the City of Gardner, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the ____ day of _____, 20___, executed a written Agreement with the City for furnishing in a good, substantial and workmanlike manner all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories, for and in connection with the satisfactory and timely performance of all Work and construction of certain improvements referred to as **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project**, more particularly designated, defined and described in the Agreement and the Contract Documents, and in accordance with the Specifications and Plans and other Contract Documents thereto; a copy of said Agreement is attached hereto and made a part hereof.

NOW THEREFORE, if said Contractor shall and will, in all particulars promptly and faithfully perform and abide by each and every covenant, condition, and part of said Agreement, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, and said improvements shall be constructed and completed in strict accordance with the Contract Documents, conditions, specifications, plans and other documents, and if said Contractor shall replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

PROVIDED, if said Contractor fails in any particulars to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Agreement and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two (2) years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two (2) years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation; liability and otherwise, or any other supplies or materials used or consumed by

such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or the Work to be performed hereunder, or the Specifications, plans or other documents accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Agreement, or Contract Documents or to the Work, or to the Specifications, plans and other documents.

PROVIDED FURTHER, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Agreement not increasing the contract price more than fifty percent (50%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment," wherever used in this bond, and whether referring to this bond or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his/her hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the _____ day of _____, 20__.

_____
[Contractor/Principal]

[SEAL]

_____
[Title]

_____
[Surety Company]

[SEAL]

By: _____
[Attorney-in-fact]

By: _____
[Kansas Agent]

NOTE:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Kansas.
4. Accompany this bond with Attorney-in-Fact's Authority from the surety company certified to include the date of the bond.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Summit Hill Insurance
1550 SW Market St, #120
Lees Summit MO 64081

CONTACT NAME: Caleb Grimm
PHONE (A/C, No, Ext): (816) 554-7655 FAX (A/C, No):
E-MAIL ADDRESS: caleb@summithillinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Casualty Insurance Company	42846
INSURER B : Kinsale Insurance Company	38920
INSURER C : Travelers Indemnity Co.	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Cornerstone Catastrophe Claims LLC, DBA Cornerstone Construction Solutions
26 Southeast 3rd Street
LEE'S SUMMIT MO 64063-2323

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			L312000342-0	03/01/2026	03/01/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			01004613910	07/01/2026	03/01/2027	EACH OCCURRENCE	$ $3,000,000
							AGGREGATE	$ $3,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A4531184	07/01/2026	07/01/2027	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ $1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ $1,000,000
							E.L. DISEASE - POLICY LIMIT	$ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Gardner, Kansas
120 E. Main Street
Gardner KS 66030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Caleb Grimm

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Hillsdale Water Treatment Plant Roof Replacement
Bid Opening September 24, 2026

BID TOTALS

Company	Base Bid Amount	Bid Bond	Addendums
Blue Ribbon Investment	$100,705.00	X	
American Roofing, Inc.	$79,973.00	X	
Cornerstone Construction Solutions	$76,500.00	X	
McCool Roofing, LLC	$76,930.00	X	

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this 28 day of September, 2026 by and between the City of Gardner, Kansas, [hereinafter "City"], and Cornerstone Construction Solutions, [hereinafter referred to as "Contractor"] for the construction of the following described work known as City of Gardner Project: **Hillsdale Water Treatment Plant Roof Replacement Project No. WA7008.**

RECITALS

WHEREAS, the City desires to construct and complete **Hillsdale Water Treatment Plant Roof Replacement Project No. WA7008.**

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project** and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project.**

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

AGREEMENT

1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project, **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project.** All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.

1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.

1.3 Assigned Personnel.

a. Contractor 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 Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.

b. With respect to this Agreement, the Contractor shall employ the following key personnel: Samuel Rossi.

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

d. The Contractor shall designate Samuel Rossi 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 Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

f. City shall designate **Lisa Elmore, Superintendent,** as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost.

2.0 Commencement of Contract Time; Notice to Proceed.

2.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.

2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.

2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.

3.2 Progress Schedule

Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.

3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims

for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

3.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

3.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
$0	to	$25,000	$75
$25,001	to	$50,000	$125
$50,001	to	$100,000	$200
$100,001	to	$500,000	$400
$500,001	to	$1,000,000	$600
$1,000,001	to	$2,000,000	$925
$2,000,001	to	$5,000,000	$1,375
$5,000,001	to	$10,000,000	$2,000
$10,000,001	and	up	$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.

c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of $76,500.00.

4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor 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. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

1) Ten (10) percent until construction is substantially complete;
2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

4.3 All invoices should be sent to **Lisa Elmore, Superintendent**.

4.4 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 Contractor, to protect City from loss because of:

1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
2) Claims of third parties against City or City's property;
3) Failure by Contractor 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.

5.0 Substantial Completion.

5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which

shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

5.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

6.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

7.0 Completion and Final Payment.

7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.

7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a

release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

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

9.0 Term of Agreement.

In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of

Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:

12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or

12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or

12.1.a.3 Contractor should be adjudicated to be bankrupt; or

12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or

12.1.a.5 a receiver should be appointed for Contractor or any of its property; or

12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

12.1.a.8 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.

c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.

d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.3 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.

12.4 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless 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 Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

14.0 Bonds.

14.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

14.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

14.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

15.0 Insurance.

15.1 The Contractor 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 Contractor 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 Contractor 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 Contractor 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.

□ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

□ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.3 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

1) Cover all subcontractors in Contractor's general liability insurance policy;

2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

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

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

1) Is licensed to do business in the State of Kansas;

2) Carries a Best's policyholder rating of A or better;

AND

3) Carries at least a Class X financial rating.

OR

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

15.6 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.7 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

Contractor 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 Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

17.0 Nondiscrimination.

Contractor 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 Contractor further agrees that the Contractor 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.

18.0 Facilities and Equipment.

Contractor 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.

19.0 Accessibility.

Contractor 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. Contractor 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.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

All documents prepared by Contractor 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.

20.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor 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.

20.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) 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 five (5) year period.

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with

patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor 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.

23.0 Compliance with Laws.

23.1 The Contractor 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.

23.2 Pursuant to K.S.A. 16-113, if the Contractor 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. Contractor 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 Contractor for the awarding of the Contract.

24.0 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. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

25.0 Confidentiality.

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

26.0 Notices.

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

To City:

Lisa Elmore
Superintendent
lelmore@gardnerkansas.gov

Jeff LeMire
Utilities Manager
jlemire@gardnerkansas.gov

To Contractor: Samuel Rossi-Owner/Operator
913-634-4586
samuel@ccsolutionskc.com

27.0 Amendments.

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

27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

a. Field Order;
b. Engineer's review and approval of a Show Drawing or Sample;
c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way

as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

City and Contractor 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.

31.0 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.

32.0 Titles.

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

33.0 Negotiations.

City and Contractor 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 Contractor 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.

34.0 Costs and Attorneys 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.

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. 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.

37. Incorporation of Appendices.

Exhibit A – Invitation for Bid for City PROJECT **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project**,
Exhibit B – Contractor's Response to City PROJECT **WA7008 Hillsdale Water Treatment Plant Roof Replacement Project**;
Exhibit C – General Conditions;
Exhibit D – Special Conditions
Exhibit E – Measurement and Payment

37.0 Entire Agreement.

This Agreement and the Contract Documents represent 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.

38.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

_____
(Mayor/City Administrator)

CONTRACTOR

Signed by... , Sep 28, 2026

Samuel Rossi-Owner/Operator
(Name, Title)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan Denk, City Attorney

EXHIBIT A

CITY OF GARDNER, KS REQUEST FOR BIDS

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

EXHIBIT B

CONTRACTOR'S RESPONSE TO BID

WA7008 Hillsdale Water Treatment Plant Roof Replacement Project

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: OCTOBER 19, 2026
STAFF CONTACT: DAVID HUNTER, UTILITIES DIRECTOR

Agenda Item: Consider authorizing the City Administrator to execute a contract for complete SCADA and automation at Substation 4 with SEL Engineering Services, Inc.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Water Division

Utility Advisory Commission Recommendation:
At the October 1, 2026 Utility Advisory Commission meeting, the commission made a recommendation to the City Council to authorize the City Administrator to execute a contract with SEL Engineering Services, Inc. for full SCADA and automatic integration at Substation 4.

Background:
The original design assumptions for Substation 4 were based on Gardner likely continuing with the NovaTech SCADA platform. Because the SCADA Study had not yet been completed at the time the design of Sub 4 started, full SCADA integration and automation equipment were not included in the construction plans, but SEL protection equipment was. Now that the study is complete and the Utility Advisory Commission has chosen to transition Gardner's SCADA system to the SEL platform, Substation 4 must align with this new SEL-based modernization strategy.

Updated SCADA Direction Requires SEL
Following completion of the SCADA Improvements Study and the UAC's recent decision to standardize the SEL Platform, we need to move Substation 4 towards the SEL.

SEL Proposal- $126,985.85
The SEL automation panel:

- Integrates natively with existing SEL relays across all substations.
- Provides full manufacturer support and long lifecycle stability.
- Eliminates third-party interoperability issues. While SEL costs more up front, it prevents future rework and aligns Substation 4 with Gardner's long-term SCADA standard.

SCADA Needed Day One
Without SCADA, staff would face:

- Delayed outage/fault response
- No breaker or transformer alarming
- Reduced situational awareness
- Increased manual site visits

Financial Impact:
This will be a part of the EL4005 Substation 4 project.

Staff Recommendation:
Authorize the City Administrator to execute a new standalone contract with SEL Engineering Services, Inc. for Substation 4 SCADA and automation integration. This work is required because SCADA was not part of the original construction scope, and the City's updated SCADA plan now requires SEL standardization.

Attachments:

- SEL Proposal – Substation 4 Automation Panel (Project #038775.004.00)

Suggested Motion:
Authorize the City Administrator to execute a contract with SEL Engineering Services, Inc. for full SCADA and automation integration at Substation 4, in an amount not to exceed $126,985.85.

SEL Engineering Services, Inc.

City of Gardner

City of Gardner - Sub #4 Automation Panel

SEL ES Project #: 038775.004.00 (Rev. 0)
Submitted: 28 August 2026

Customer: City of Gardner

David Hunter
Utility Director
City of Gardner Municipal Utilities
31150 E. Santa Fe
Gardner, KS 66030
Office: +1.913.856.0990
Email: dhunter@gardnerkansas.gov

Vendor: SEL Engineering Services, Inc.

Rajesh Arumugam
Senior Engineering Manager II
Office: +1.509.334.8129
Cell: +1.618.606.0209
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Office: +1.509.334.8137
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Additional Sales Contacts

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Sales Representative
KD Johnson
Office: +1.785.341.9577
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Document Revision Table

Rev.	Issue Date	Notes
0	08/28/2026	Initial issue

This proposal is valid for 60 days. SEL Engineering Services, Inc. (SEL ES) reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

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1 Purchase Order Instructions

SEL Engineering Services, Inc. (SEL ES) looks forward to partnering with you on this project. In order to accept and fully execute a purchase order (PO) for the scope of services and/or equipment included in this proposal, the following is provided to support the order process.

Please address PO to:

SEL Engineering Services, Inc.

2350 NE Hopkins Court

Pullman, WA 99163 USA

SEL ES Project/Quote Number: 038775.004.00

Terms and Conditions: By signing below, the Parties agree that this proposal is governed by SEL's standard terms and conditions located at: www.selinc.com/company/termsandconditions.

Payment Terms: [Net 30 days after date of invoice]

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

PO Amount: _____

To accept this proposal and referenced terms, please return this sheet, signed and dated.

Customer: City of Gardner	**Vendor: SEL Engineering Services, Inc.**
Signature: _____	Signature: _____
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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2 Pricing

2.1 Equipment Pricing

Scope Sec.	Part Number	Description	Price (USD)	Qty.	Ext. Price (USD)
3.1	See Table 2	Automation Panel	$37,125.00	1	$37,125.00
3.1	N/A	Seismic Certification (Per cabinet design)	$13,709.00	1	$13,709.00
3.1	N/A	Freight DDP to Gardner, KS	$2,142.00	1	$2,142.00
3.1	See Table 3	Loose Equipment	$2,030.97	1	$2,030.97
				Product Total	**$55,006.97**

2.2 Option Pricing

Scope Sec.	Part Number	Description	Price (USD)	Qty.	Ext. Price (USD)
3.2.1	N/A	Optional Operational Testing	$391.00	1	$391.00
				Total Option Product Price	**$391.00**

2.3 Services Pricing

Scope Sec.	Description	Price (USD)
3.2.1	Design Documentation	$8,318.50
3.2.2	SEL Device and VTScada Settings	$37,251.88
3.2.3	Commissioning Documentation	$2,417.50
3.2.4	Onsite Commissioning (Per Diem)	$23,600.00
	Services Total	**$71,587.88**

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2.4 Milestone Payment Schedule

No.	Description	Payment Milestone
Equipment Payment Schedule		
1	Equipment Ordered	$27,503.48
2	Equipment Shipped	$27,503.49
Services Payment Schedule		
1	Upon Receipt of PO	$25,000.00
2	Upon submission of the ICTR plan	$22,987.88
3	Upon Mobilization of Onsite Commissioning (Per Diem)	$23,600.00
	Total Project Price (USD)	**$126,594.85**

2.5 Option Milestone Schedule

No.	Description	Payment Milestone
Equipment Payment Schedule		
1	Equipment Ordered	$27,698.98
2	Equipment Shipped	$27,698.99
Services Payment Schedule		
1	Upon Receipt of PO	$25,000.00
2	Upon submission of the ICTR plan	$22,987.88
3	Upon Mobilization of Onsite Commissioning (Per Diem)	$23,600.00
	Total Project Price (USD)	**$126,985.85**

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

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3 Scope Detail

SEL ES is responding to a request for equipment and services from the City of Gardner Municipal Utilities to provide an automation equipment panel for Substation #4. This automation panel will provide SEL-Axions and an SEL-3350 Computing Platform to collect data from the substation and communicate with the centralized RTAC, and VTScada server located in the main office building, as well as provide local HMI display.

SEL ES will provide settings for all SEL equipment located in the panel provided as well as updates to the central office SCADA equipment to establish communication to Substation #4. An HMI screen will be provided in the automation panel to allow operators to view local substation data utilizing VTScada.

3.1 Deliverables to Customer: EQUIPMENT

SEL ES will provide the following equipment found in Section 7 – Bill of Materials.

3.2 Deliverables to Customer: SERVICES

3.2.1 Design Documentation

SEL ES will provide the following documentation:

- An updated FDD that will include the following:
  - Substation #4 major system components.
  - Substation #4 high level communication architecture.
  - Substation#4 preliminary HMI screens.
    - One (1) substation Single Line.
    - One (1) substation Integration Screen.
    - One (1) relay detail screen for each relay type.
    - Distribution screens for each recloser.
  - Representative points list for all relay types.
- Schematic Drawing Package.
  - One (1) set of DC schematics for each Axion in Substation #4.

3.2.2 SEL Device & VTScada Settings

SEL ES will provide configurations for SEL-2240 Axion® Node and SEL-3350 Computing Platform to concentrate the data to send to the central SEL-3350 Computing Platform via DNP3. The SEL-2240 will concentrate data via ethernet communications or I/O modules from IEDs identified within the substation. SEL ES will also provide settings configurations for the SEL-2488 Satellite-Synchronized Network Clock, SEL-2731 Ethernet switches, and SEL-3031 Serial Raio Transceivers for substation device time synchronization.

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SEL ES will provide an update to the configuration for the one (1) SEL-3350 RTAC located in the main office to concentrate the data from Substation #4. SEL ES will update the configuration of the VTScada application running on the SEL-3355 Computer located in the main office to show the data from Substation #4.

3.2.3 Commissioning Documentation

SEL ES will provide the following documentation:

- Isolation, Commissioning, Testing, and Restoration Plan (ICTR) that will include the following:
  - Agreed upon steps of isolation to be performed by City of Gardner Personnel for each location.
  - Commissioning and Testing procedures for SEL equipment, integration, SCADA installation, testing of indication and control

3.2.4 Onsite Commissioning

SEL ES will provide up to three (3) days of onsite support by two (2) SEL ES engineers for a total of six (6) man days at the Customer's facility in City of Gardner, KS. Support will be provided over one (1) mobilization. This includes the cost of travel and related expenses.

- SEL ES will also provide and/or complete the following:
  - Upload settings.
  - Verify communications to IEDs.
  - Test HMI displays and alarms.

To learn more about how SEL ES will apply safety, human performance tools, energy control processes, as well as how we will handle emergent situations, please visit Onsite Commissioning Services.

3.3 Per Diem/Unit Pricing

SEL ES will perform onsite work on a per diem basis unless the Customer and SEL ES agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions. Refer to Table 1 for the per diem rates.

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Table 1 Per Diem Rate Table (USD)

Item	Description	Price (USD)
1	Mobilization fee per U.S. personnel	Distant (requires air travel) = $5,850 Local (within 200 miles) = $2,950
2	Daily rate per U.S. personnel	Weekday rate = $2,950/day Saturday rate = $4,425/day Sunday and holiday rate = $5,900/day
3	SEL Test Equipment	$450/day
4	SEL Vehicle	$150/day

All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

The following details apply to Table 1:

- No receipts will be provided as part of the per diem rates.
- The mobilization fee is defined to include the labor and travel costs associated with transporting one person roundtrip to and from the Customer site.
- The daily rate is the charge per person, per day. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. If all the onsite work cannot be performed during typical working hours, then the daily per diem rate will be billed at 1.5 times the above rate for work performed Monday through Friday. Onsite work performed on Saturday, Sunday, or on a holiday shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Per diem rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year’s Day (observed), Civil Rights Day, Memorial Day, Juneteenth, Independence Day (observed), Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

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4 Deliverables to SEL ES

4.1 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- Substation drawing package for Substation #4, including communication drawings.
- Drawing templates, standards, and numbers. If not supplied, then the project will use SEL ES drawing templates, standards, and numbers.
- Existing relay settings for all SEL relays.
- Review and approval of all SEL provided documentation.
- Customer outage plan.
- Primary equipment switching steps and lockout/tagout procedure with dates.
- Site-specific/Customer training requirements.
- Required personal protective equipment.
- Site point of contact information and site address.
- Any other information that is needed for this scope of work.

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5 SEL ES Project Execution

5.1 Schedule

SEL ES will provide a schedule after the kickoff meeting with the Customer. For more information, please visit Schedule.

In the event a delay involves a demobilization and remobilization, whether the same is due to a Customer request, SEL ES will implement its Suspension, Work During Disputes, and Termination policy. To learn more, please visit the terms of this policy.

SEL ES is committed to the safety of its employees and customers, and our employees practice work rules to ensure compliance with industry standard safety methods and federally mandated requirements. To learn more, please visit SEL ES Safety Program.

5.2 Quality

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations. To learn more, please visit Project Quality Plan.

5.3 Cybersecurity – Project Passwords

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

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6 Clarifications and Exceptions

SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

6.1 Clarifications

- The signed and approved FDD supersedes any proposal, specification, or other preliminary design documents.
- SEL ES scope of work does not include modifying existing relay settings, SEL ES will advise City of Gardner personnel on necessary communications settings changes to communicate with the SCADA system.
- Testing of relay settings is not included in this quote.
- The central RTAC and VTScada server will need to be configured and commissioned before the commissioning of Substation #4 can take place.
- The FDD for this scope will be made as an addition to the FDD included in the scopes of Substations 1, 2, and 3.

6.2 Exceptions

- None

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7 Bill of Materials

Table 2. Relay Panel BOM.

Item	Qty	Manufacturer	Part/Model Number	Description
1	1	SEL	190-0269	OPEN RACK, 19", 48U, 28"X28"X92", SEISMIC
2	1	SEL	2240#WK0K	SEL-2240 Axion Node
3	1	SEL	2731#TRYN	SEL-2731 Ethernet Switch
4	1	SEL	2488#BXLK	SEL-2488 Satellite-Synchronized Network Clock
5	1	SEL	3350#9G79	SEL-3350 Automation Controller
6	1	SEL	3031#90YR	SEL-3031 Serial Radio Transceiver
7	1	SEL	91610050	Keyboard Drawer, Rack Mount (1U, Includes USB Keyboard and Mouse)
8	1	SEL	91610054	Touchscreen Monitor Kit (19 in ELO Monitor PN: E331019, 5:4 aspect ratio, DisplayPort VGA HDMI, Rack-Mount Bracket, 120/240 Vac 125/250 Vdc)
9	6	BUSSMANN	HM25030-2SR	FUSE BLOCK, 2P
10	15	BUSSMANN	NON-10	FUSE, 10A
11	15	GE	EB25B12	12 POLE TERMINAL BLOCK
12	1	CORNING	CCH-03U	3RU Closet Connector Housing, unloaded
13	3	CORNING	CCH-CP06-91-00-AE	6-port SC/UPC OS2 adapter panel
14	3	CORNING	CCH-CP06-15T	6-port SC multimode adapter panel, multimode fiber applications

Table 3. Loose Equipment BOM.

Item	Qty	Manufacturer	Part/Model Number	Description
1	1	SEL	3031#90YR	SEL-3031 Serial Radio Transceiver

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COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider approving a renewal agreement with Remodel Health for third-party administration of the City's ICHRA accounts

Strategic Priority: Fiscal Stewardship

Department: Administration/Finance

Staff Recommendation:
Approve a renewal agreement with Remodel Health for third-party administration of the City's ICHRA accounts.

Background/Description of Item:
The City utilizes an Individual Coverage Health Reimbursement Arrangement (ICHRA) plan for employee health insurance. Due to the complexity of administrating the ICHRA, which allows employees to select between a variety of plans from multiple insurers, third-party administrative support is necessary. The renewal of this agreement allows for the continuation of this support, which the City is unable to effectively provide with current Staffing.

Financial Impact:
The total cost for the ICHRA subscription fees is estimated at $128,436, including both the annual fee and monthly subscription fees.

Suggested Motion:
Approve a renewal agreement with Remodel Health 2027 for third-party administration of the City's ICHRA accounts for an estimated total cost of $128,436, including $25,692 in annual fees, and $82 per employee per month in monthly subscription fees.

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 6**
MEETING DATE: OCTOBER 19, 2026
STAFF CONTACT: MAYOR TODD WINTERS

Agenda Item: Consider approving the Separation Agreement between the City of Gardner and James Pruetting

Strategic Priority: Asset and Infrastructure Management

Department: Governing Body

Background/Description of Item:

City Administrator James Pruetting has announced his retirement effective December 31, 2026. From now until the effective date of his retirement, Mr. Pruetting will serve in an advisory capacity to the appointed Interim City Administrator. Mr. Pruetting's employment is covered by an employment agreement. This action authorizes the Mayor to enter into a separation agreement with James Pruetting generally consistent with the terms of his employment agreement with the City.

Suggested Motion:

Authorize the Mayor to enter into a separation agreement in a form approved by the City Attorney which is generally consistent with the terms of the employment agreement between the City and James Pruetting.

COUNCIL ACTION FORM **CONSENT AGENDA ITEM NO. 7**
MEETING DATE: OCTOBER 19, 2026
STAFF CONTACT: MAYOR TODD WINTERS

Agenda Item: Consider appointing Amy Nasta as Interim City Administrator

Strategic Priority: Asset and Infrastructure Management

Department: Governing Body

Background/Description of Item:

Amy Nasta currently serves as the Deputy City Administrator for the City of Gardner and has a long tenure with the City in various roles. Pursuant to City Code at Section 2.10.050, the Mayor appoints the position of city administrator, which appointment is required to be approved by the majority of the city council. This action item recognizes that the Mayor has appointed Ms. Nasta to the role of Interim City Administrator and that the Mayor now seeks approval of such appointment by the city council.

Suggested Motion:

Approve the appointment of Amy Nasta as Interim City Administrator effective October 19, 2026.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: MAGI BREWSTER, COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

Agenda Item: Consider adopting an ordinance approving a conditional use permit for a short-term rental at 633 E Colleen Drive

Strategic Priority: Quality of Life and Economic Development

Department: Community Development Department

Project Background:
The subject property is lot 31 of the Parma subdivision and the house was constructed in 1977 along with the surrounding houses. This subdivision does not have a homeowners association. The house is a Detached House - Suburban lot type. The lot is 70 ft wide and 8,041 sq ft in size, which is similar to other lots in the neighborhood. The residence has a two car garage and the rear yard is fenced. Staff was notified of the short term rental operating by a complaint related to contractor trucks and trailers being parked on the street. The property manager submitted the conditional use permit application after being informed of the requirement.

Project Description:
The applicant requests approval of a conditional use permit to allow a short-term rental at 633 E Colleen Drive. All utilities are provided by the City of Gardner. No new infrastructure is needed. The house is managed by Max Pro Properties. As part of their application a narrative was included in the Planning Commission packet explaining how the short term rental operates.

Planning Commission Action/Recommendation:
The Planning Commission held a public hearing at their meeting on September 28, 2026. The property manager Max Oribhabor gave the applicant's presentation. One resident spoke at the public hearing and expressed concerns about the short term renters parking in front of her house and on her grass and expressed concerns with being able to contact the property manager. The previous homeowner of the subject property also spoke.

After discussion regarding how to provide contact information to the neighbors, the Planning Commission recommended approval of the conditional use permit for a short-term rental at 633 E Colleen Drive.

For further details related to this application, go to minute 6:20 of the September 28, 2026, Planning Commission meeting on the City of Gardner's YouTube channel.

Staff Recommendation:
Staff recommends approval of the conditional use permit for a short-term rental at 633 E Colleen Drive, subject to the following conditions:

1. The Conditional Use Permit shall expire on October 19, 2028, and a formal administrative review shall be conducted between December 2027 and January 2028;
2. The following standards including Section 17.05.050 (R.) of the Land Development Code shall be met by the applicant for the duration of the Conditional Use Permit:
    a. Owner shall provide tenants with information on all applicable City ordinances pertaining to parking, noise, nuisances, and property maintenance.
    b. Owner shall post the occupancy limit, and ensure they are not exceeded.
    c. Owner shall provide their contact information, and contact information of the property manager, to tenants, emergency services, and the City, and shall keep it updated in case of change.
    d. All property boundaries shall be clearly marked so that tenants do not trespass on adjacent properties.
    e. Such homes shall not be rented for the sole purpose of hosting parties or special events. The structure and grounds shall be utilized as a dwelling unit, with typical recreational uses as consistent with the neighborhood so as not to create undue conflict with other residents.
3. If an advertising / booking platform is used that does not collect and remit the applicable taxes as part of the reservation process, the short-term rental operator shall be responsible for collecting and remitting all applicable taxes to the State of Kansas.
4. Any amendment to the Conditional Use Permit shall require the same process as the original approval.

Financial Impact:
None

Other Impacts:
None

Attachments included:
- Ordinance granting a conditional use permit for the short-term rental
- Planning Commission Draft Meeting Minutes
- Planning Commission Packet

Suggested Motion:
Adopt Ordinance No. 2897 approving conditional use permit 26-305-04 allowing a short-term rental at 633 E Colleen Drive.

ORDINANCE NO. 2897

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR A SHORT TERM RENTAL ON CERTAIN LANDS LOCATED AT 633 E COLLEEN DRIVE IN THE CITY OF GARDNER, KANSAS, UNDER THE AUTHORITY GRANTED BY TITLE 17 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS.

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

SECTION ONE: That having received a recommendation from the Planning Commission on September 28, 2026, and proper notice having been given and public hearing held as provided by law and under the authority of and subject to the provisions of the Gardner, Kansas Land Development Code, the recommendation of the Planning Commission is hereby approved and a conditional use permit is issued for a Short Term Rental on lands legally described as follows:

Lot 31 of PARMA, a subdivision in the City of Gardner, Johnson County, Kansas, as shown in Exhibit A.

CASE NO. 26-305-04

A conditional use permit to allow for a short-term rental at 633 E Colleen Drive subject to the following conditions:

1. The Conditional Use Permit shall expire on October 19, 2028, and a formal administrative review shall be conducted between December 2027 and January 2028;
2. The following standards including Section 17.05.050 (R.) of the Land Development Code shall be met by the applicant for the duration of the Conditional Use Permit:
    a. Owner shall provide tenants with information on all applicable City ordinances pertaining to parking, noise, nuisances, and property maintenance.
    b. Owner shall post the occupancy limit, and ensure they are not exceeded.
    c. Owner shall provide their contact information, and contact information of the property manager, to tenants, emergency services, and the City, and shall keep it updated in case of change.
    d. All property boundaries shall be clearly marked so that tenants do not trespass on adjacent properties.
    e. Such homes shall not be rented for the sole purpose of hosting parties or special events. The structure and grounds shall be utilized as a dwelling unit, with typical recreational uses as consistent with the neighborhood so as not to create undue conflict with other residents.
3. If an advertising / booking platform is used that does not collect and remit the applicable taxes as part of the reservation process, the short-term rental operator shall be responsible for collecting and remitting all applicable taxes to the State of Kansas.
4. Any amendment to the Conditional Use Permit shall require the same process as the original approval.

SECTION TWO: That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body and publication in the official City Newspaper.

PASSED by the Governing Body this 19th October, 2026.

SIGNED by the Mayor this 19th October, 2026.

CITY OF GARDNER, KANSAS

(SEAL)

Todd Winters, Mayor

Attest:

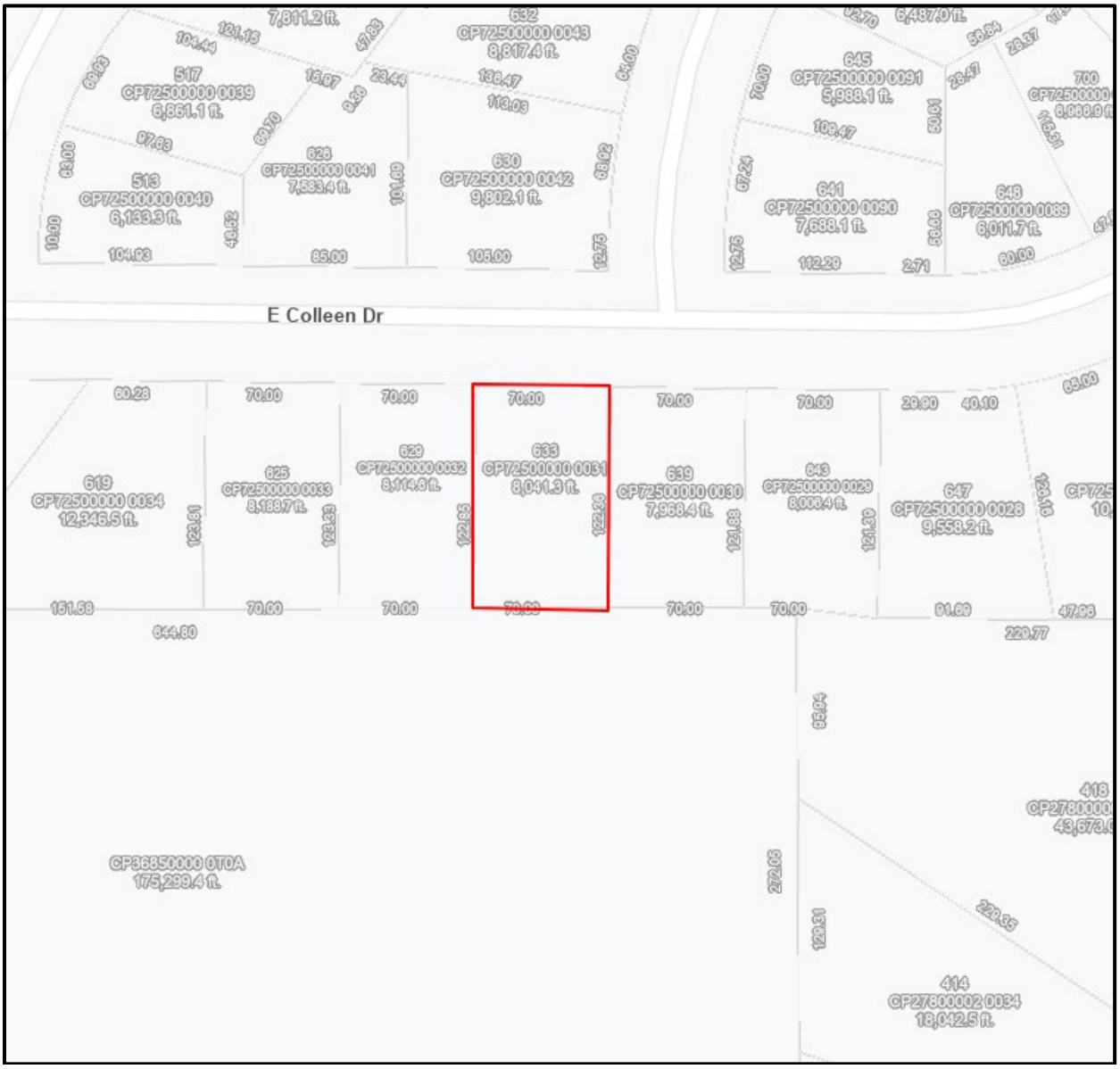
Renee Rich, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

(Case No. 26-305-04)

Exhibit A



Short Term Rental

N

GARDNER KANSAS
Blazing New Trails

Regular Agenda

1. **633 E Colleen Drive (Short Term Rental) (Public Hearing Required)** (26-305-04)

Max Oribhabor of MaxPro Properties gave the applicant presentation. He explained his business model, review process, and security procedures. Commissioner O'Lucci asked how neighbors can contact him in case of problems and if local law enforcement have the phone number. Max responded that the listing has their number and it is publicly available as well.

Principal Planner Jesse Hunter gave the staff presentation.

It was clarified that the short-term rental will pay the Transient Guest Tax.

Jackie Gonzalez complained about the lack of interaction with the property manager, the type of home loan for the property, and construction truck parking from the rental customers.

Former owner of the home, Kaylee McCaullough, spoke about the sale of the home.

Isaac White spoke for the purchaser and discussed their personal circumstances, coordination with their lender, and the relationship with the property manager.

Max Oribhabor apologized for any miscommunication with Jackie Gonzalez. Based on communication between the applicant and the public, Kathryn Dumovich clarified the public hearing is for one person to speak at a time.

A motion was made to close the public hearing.

Motion: Commissioner O'Lucci
Motion: Commissioner Jueneman
Motion carried unanimously, 6-0

Attorney Kathryn Dumovich reminded the Commission about the Conditional Use Permit review criteria outlined in the municipal code and that none of the criteria relate to financial or loan considerations,.

Commissioner O'Lucci restated the importance of communication between the neighbors and property manager.

Motion:
Conditional Use Permit:

The Planning Commission recommends approval of the conditional use permit for a short-term rental at 633 E Colleen Drive subject to the following conditions:

1. **The Conditional Use Permit shall expire on October 19, 2028, and a formal administrative review shall be conducted between December 2027 and January 2028;**
2. **The following standards including Section 17.05.050 (R.) of the Land Development Code shall be met by the applicant for the duration of the Conditional Use Permit:**
    a. **Owner shall provide tenants with information on all applicable City ordinances pertaining to parking, noise, nuisances, and property maintenance.**
    b. **Owner shall post the occupancy limit and ensure they are not exceeded.**

c. **Owner shall provide their contact information, and contact information of the property manager, to tenants, emergency services, and the City, and shall keep it updated in case of change.**
d. **All property boundaries shall be clearly marked so that tenants do not trespass on adjacent properties.**
e. **Such homes shall not be rented for the sole purpose of hosting parties or special events. The structure and grounds shall be utilized as a dwelling unit, with typical recreational uses as consistent with the neighborhood so as not to create undue conflict with other residents.**

3. **If an advertising / booking platform is used that does not collect and remit the applicable taxes as part of the reservation process, the short-term rental operator shall be responsible for collecting and remitting all applicable taxes to the State of Kansas.**
4. **Any amendment to the Conditional Use Permit shall require the same process as the original approval.**

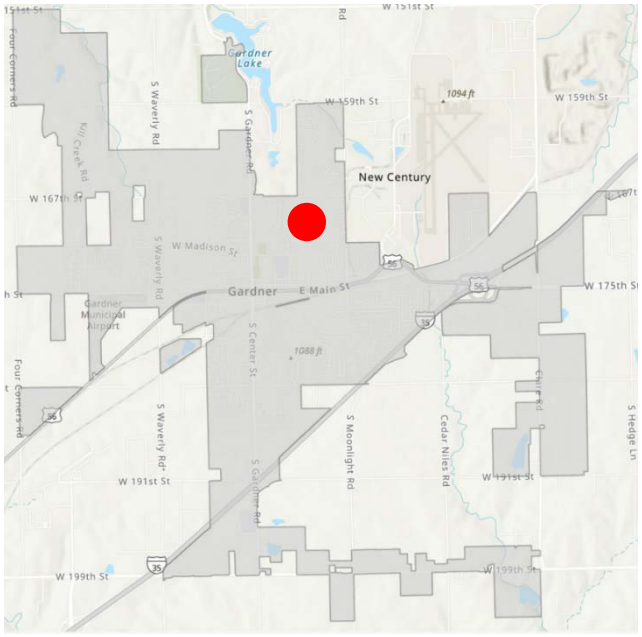
Motion: Commissioner O'Lucci
Second: Commissioner Souza
Motion carried unanimously, 6-0.

https://www.youtube.com/watch?v=UNGTMDEH0Eg

DRAFT

Planning Commission Report: SHORT TERM RENTAL 633 E COLLEEN DR

PROJECT NUMBER	26-30500004
REQUEST	SHORT TERM RENTAL CUP
APPLICANT	MAX ORIBHABOR, MAX PRO PROPERTIES, LLC
OWNER	LUIS ROMERO CALIX, JEANNINE FRANCO
ADDRESS	633 E COLLEEN DR
PARCEL ID	CP72500000 0031
PLANNER	JESSE HUNTER



Site Location Map



Aerial of Subject Site

Executive Summary

PRESENT ZONING:	R-1
PRESENT LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPOSED LAND USE:	SHORT-TERM RENTAL (LESS THAN 30 DAYS)
TOTAL SITE AREA:	8,041 SQ FT
NEW STRUCTURE:	NO

Project Description

The applicant requests approval of a conditional use permit to allow a short-term rental at 633 E Colleen Drive.

Background/History

The subject property is lot 31 of the Parma subdivision. The house, along with the surrounding houses, was constructed in 1977. This subdivision does not have a homeowners association. The house is a Detached House - Suburban building type. The lot is 70 ft wide and 8,041 sq ft in size, which is similar to other lots in the neighborhood. The residence has three bedrooms, a two car garage, and the rear yard is fenced.

This property was brought to the attention of staff by a complaint related to contractor trucks and trailers being parked on the street and an inquiry regarding approval of a conditional use permit for a short-term rental. Staff contacted the property owner to ask if they were operating a short-term rental and notified them of the requirement to obtain a conditional use permit. The property manager subsequently submitted the conditional use permit application.

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
R-1 (Single-Family Residential) District	Single family houses (Parma subdivision)
East of Subject Property	
R-1 (Single-Family Residential) District	Single family houses (Parma subdivision)
South of Subject Property	
R-1 (Single-Family Residential) District	Vacant
West of Subject Property	
R-1 (Single-Family Residential) District	Single family houses (Parma subdivision)

Utilities / Infrastructure

Electric, water and sewer utilities are provided by the City of Gardner. No new infrastructure is needed.

Staff Analysis

Section 17.05.030 (B.4.q.) of the Land Development Code (LDC) defines short-term rentals as:

> *Lodging – Short-Term Rental of Detached House*. "A lodging use in a residential building type where the dwelling is rented or sold for any term less than 30 consecutive days."

Such uses require a conditional use permit (CUP) in the R-1 (Single Family Residential) District subject to following standards found in Section 17.05.050 (R.) of the LDC.

1. Owner shall provide tenants with information on all applicable City ordinances pertaining to parking, noise, nuisances, and property maintenance.
2. Owner shall post the occupancy limit, and ensure they are not exceeded.
3. Owner shall provide their contact information, and contact information of the property manager, to tenants and the City, and shall keep it updated in case of change.
4. All property boundaries shall be clearly marked so that tenants do not trespass on adjacent properties.
5. Such homes shall not be rented for the sole purpose of hosting parties or special events. The structure and grounds shall be utilized as a dwelling unit, with typical recreational uses as consistent with the neighborhood so as not to create undue conflict with other residents.

The existing house will be used as-is and the existing utilities and infrastructure are adequate and will be unchanged. According to the 2024 International Property Maintenance Code, the maximum occupancy for the house is seven, which is calculated by the number of conforming bedrooms (3) and their sizes. The fence in the rear yard serves to delineate the property boundaries. The property is currently maintained and managed by the applicant as stated in the applicant's narrative.

The impact to the area related to traffic generation and noise should generally be similar to that of a single-family house, but this will be highly dependent on the individual tenants. There is potential for disruption to the surrounding area by the occupants changing more frequently than a single-family residence not used for short-term rental purposes. Guests may park in the driveway, garage, and on the street when necessary. If the operations plan in the applicant's narrative is followed, staff believes the use may be compatible with the area.

On-street parking shall comply with the regulations in the Standard Traffic Ordinance as adopted with ordinance No. 2866. Vehicles illegally parked may be issued a citation by the Police Department. Instances of illegal on-street parking and/or disturbing the peace are handled by the Police Department.

Similar to other recently considered conditional use permits for short-term rentals, staff is recommending an approval period of two years with an administrative review at the end of 2027 to ensure all the conditions are continuing to be met. Noncompliance with the standards in Section 17.05.050 (R.) of the LDC related to short term rentals may result in the permit being revoked. Revocation of a Conditional Use Permit follows the same process by which the permit was approved.

Staff Recommendation

Staff recommends approval of the conditional use permit for a short-term rental at 633 E Colleen Drive subject to the following conditions:

1. The Conditional Use Permit shall expire on October 19, 2028, and a formal administrative review shall be conducted between December 2027 and January 2028;
2. The following standards including Section 17.05.050 (R.) of the Land Development Code shall be met by the applicant for the duration of the Conditional Use Permit:
    a. Owner shall provide tenants with information on all applicable City ordinances pertaining to parking, noise, nuisances, and property maintenance.
    b. Owner shall post the occupancy limit, and ensure they are not exceeded.
    c. Owner shall provide their contact information, and contact information of the property manager, to tenants, emergency services, and the City, and shall keep it updated in case of change.
    d. All property boundaries shall be clearly marked so that tenants do not trespass on adjacent properties.
    e. Such homes shall not be rented for the sole purpose of hosting parties or special events. The structure and grounds shall be utilized as a dwelling unit, with typical recreational uses as consistent with the neighborhood so as not to create undue conflict with other residents.
3. If an advertising / booking platform is used that does not collect and remit the applicable taxes as part of the reservation process, the short-term rental operator shall be responsible for collecting and remitting all applicable taxes to the State of Kansas.

4. Any amendment to the Conditional Use Permit shall require the same process as the original approval.

Potential Actions

Per Section 17.03.010 (G) of the Gardner Land Development Code, a review body may take the following actions (or recommend the following when the review body is a recommending body):

1. Approve the application.
2. Approve the application with conditions or modifications.
3. Deny the application.
4. Continue the application to allow further analysis.

The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

Attachments

1. Applicant's Narrative

Gardner, Kansas

Property Type: Short-Term Rental /
Property Size: Approximately 2,500 Square Feet
Bedrooms: 3
Bathrooms: 2
Beds: 5

Our Short Term Rental Operations

This description of operations is being submitted to the City of Gardner to describe the operation, management, safety standards, and neighborhood protections associated with our short-term rental property in Gardner, Kansas.

Our goal is to operate the property as a professionally managed, safe, quiet, and well-maintained short-term rental that provides quality accommodations for visitors while remaining respectful of the surrounding residential neighborhood.

We understand that operating a short-term rental within a residential community comes with a responsibility not only to our guests, but also to neighboring property owners and the City of Gardner. Our operating policies have been established with those responsibilities in mind.

Property Description

The property is an approximately **2,500-square-foot residence consisting of three bedrooms, two bathrooms, and five beds**.

The home is intended to accommodate families, working professionals, individuals visiting the Gardner area, and other responsible guests seeking temporary accommodations.

The property is operated as a lodging accommodation and is not intended to function as an event venue, party house, nightclub, or gathering facility.

Professional Management and Oversight

The property is actively managed and monitored. We take responsibility for ensuring that guests follow our property rules as well as applicable City of Gardner requirements.

We maintain communication with guests throughout their stay and make expectations regarding conduct clear before and during occupancy.

Should an issue occur involving a guest, noise, unauthorized activity, or another disturbance, our policy is to address the situation promptly rather than allowing the activity to continue and negatively affect neighboring residents.

Zero-Tolerance Party and Disturbance Policy

We maintain a strict **no-party and no-disruptive-gathering policy**.

Guests are not permitted to use the property for:

- Parties or large unauthorized gatherings
- Events
- Excessive noise
- Disorderly conduct
- Illegal or illicit activities
- Activities that interfere with the peaceful enjoyment of neighboring properties

Guests are expected to behave in the same respectful manner that would reasonably be expected of any resident living within the neighborhood.

Any serious violation of these policies may result in the guest being required to leave the property.

Quiet Hours and Neighborhood Consideration

Protecting the quality of life of neighboring residents is one of our primary operating priorities.

Guests are informed that the property is located within a residential community and that neighboring homes must be treated with consideration.

We enforce quiet hours and expect guests to keep exterior conversations, music, vehicles, and other activity at reasonable levels, particularly during evening and overnight hours.

Our objective is for the short-term rental to coexist with the surrounding neighborhood without creating excessive noise, traffic, disturbances, or other negative impacts.

We recognize that the neighboring residents live in the community full-time, and their ability to peacefully enjoy their homes is taken seriously when establishing and enforcing our rental policies.

Property Maintenance and Appearance

The property is maintained on a regular basis to ensure that it remains an attractive and positive part of the surrounding neighborhood.

The lawn is mowed every week during the appropriate mowing season.

Landscaping and exterior areas are routinely monitored so that the property does not become overgrown, neglected, or visually disruptive to neighboring properties.

The interior and exterior of the residence are also maintained between guest stays to provide a clean, safe, and professionally operated property.

Trash and other exterior conditions are monitored so that short-term rental activity does not negatively affect the appearance of the property or the surrounding area.

Security and Safety Monitoring

Safety is an important part of our short-term rental operation.

The property is equipped with **exterior security cameras positioned on both sides of the home**.

These cameras are used to help:

- Protect guests and the property
- Monitor exterior activity
- Identify unauthorized gatherings
- Discourage theft, vandalism, or illicit activity
- Assist in enforcing occupancy and property rules
- Provide additional security for both guests and the surrounding community

The cameras are used for exterior security purposes and are intended to help us identify and respond to inappropriate or unauthorized activity at the property.

Guest privacy is also respected. Security monitoring is focused on exterior areas rather than private interior living spaces.

Guest Conduct

Guests are expected to comply with all property rules and applicable laws while staying at the residence.

Guests are specifically instructed to respect:

- Neighboring homes and residents
- Noise restrictions and quiet hours
- Property occupancy limitations
- Parking requirements
- Public safety requirements

City ordinances
Applicable state and local laws

Illegal or illicit activities are prohibited on the property.

Our intent is to attract responsible guests who are visiting Gardner for legitimate lodging purposes rather than individuals seeking a location for disruptive gatherings or activities.

Compliance With City Requirements

We are committed to operating the property in accordance with the rules, ordinances, regulations, and applicable requirements established by the **City of Gardner and other governing authorities**.

If the City establishes reasonable requirements applicable to the operation of the short-term rental, we intend to cooperate with those requirements and maintain the property accordingly.

We also understand that approval to operate a short-term rental carries an ongoing responsibility to ensure the property does not become a nuisance or negatively affect the surrounding community.

Community Responsibility

We believe short-term rentals can operate successfully within residential communities when they are properly managed.

Our approach is centered on four principles:

Safety: Maintaining security measures and actively monitoring the property.

Accountability: Taking responsibility for the actions of guests staying at the residence.

Property Maintenance: Keeping the home, lawn, landscaping, and exterior appearance properly maintained.

Neighborhood Respect: Preventing parties, excessive noise, illegal activity, and other disturbances that could negatively affect neighboring residents.

We do not view the property simply as a rental business. We recognize that it is located within a community where families and residents live every day.

For that reason, the concerns and quality of life of surrounding neighbors are considered as part of our everyday operating practices.

Conclusion

We respectfully request that the City of Gardner approve the operation of this property as a short-term rental.

We believe the propertyis well suited for responsible short-term lodging and can operate without negatively affecting the character of the surrounding neighborhood.

Through active management, exterior security monitoring, weekly lawn maintenance, strict prohibition of parties and disruptive activities, enforcement of quiet hours, and compliance with applicable City rules and laws, we intend to maintain a safe, professional, and neighborhood-conscious short-term rental.

Max Pro Properties LLC

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 2

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: MAGI BREWSTER, COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

Agenda Item: Consider adopting an ordinance re-approving the rezoning of certain land within the City of Gardner to RP-3 (Planned Garden Apartment), RP-5 (Planned Apartment), and CP-3 (Planned Heavy Commercial) Districts and re-approving the associated preliminary development plan for the Clare Crossing development.

Strategic Priorities: Quality of Life, Economic Development and Asset, and Infrastructure Management

Department: Community Development Department

Background/Description of Item:
After meeting with a potential developer for the multi-family portion of the Clare Crossing development, city staff found that the adopted ordinance (Ord. 2793) rezoning the property to RP-3, RP-5 and CP-3 included a legal description for the entire property. Based on three different zoning categories being proposed, the ordinance should have included three legal descriptions, one for each zoning district.

While staff considers this application a “clean-up” of the adopted rezoning ordinance, because the ordinance did not contain a clerical or other minor error, the corrective action to establish the boundaries of each district must follow the rezoning procedure as outlined in the Land Development Code, including the Planning Commission conducting a public hearing and providing a recommendation to the City Council and the City Council adopting a rezoning ordinance. Based on staff not catching this error at the time the ordinance was considered, staff is serving as the applicant for this item.

The rezoning, preliminary development plan, and preliminary plat were originally approved in 2024. Since that time, a final plat has been recorded and the developer has installed some of the infrastructure to support future development.

Planning Commission Action/Recommendation:
A public hearing was held at the September 28, 2026, Planning Commission meeting. No one spoke at the public hearing; the Planning Commission briefly talked about the Connect 56 interchange improvements project and ultimately recommended unanimous approval of re-approving the rezoning and preliminary development plan with the conditions listed in the staff report.

You can review the presentation made and discussion of this item by the Planning Commission, by going to minute 40:22 of the September 28, 2026, Planning Commission meeting on the City of Gardner’s YouTube channel.

Staff Recommendation:
Staff recommends re-approval of the rezoning and associated preliminary development plan as originally approved in 2024, with the conditions listed in the ordinance.

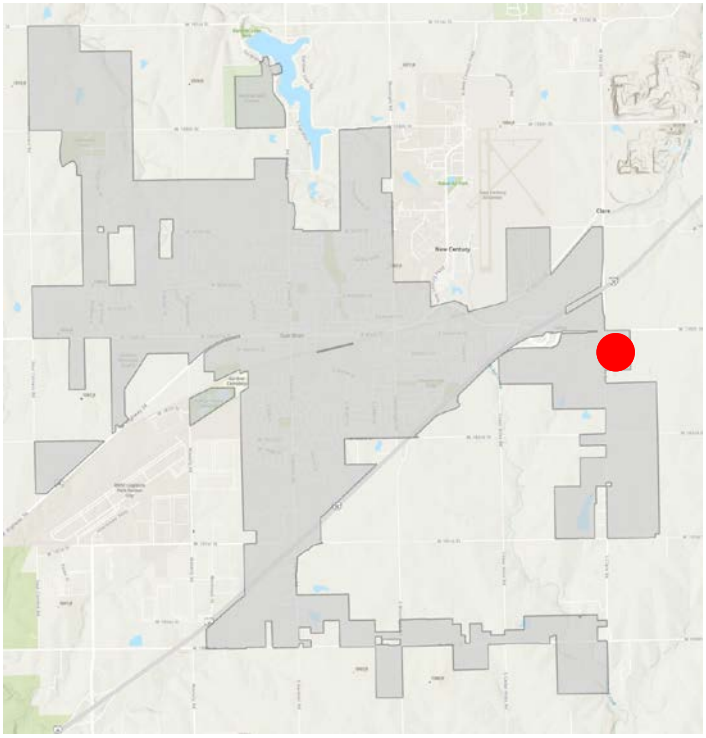
Attachments included:

- Planning Commission packet
- Planning Commission draft meeting minutes
- Ordinance rezoning the property and incorporating the associated preliminary development plan

Suggested Motion:
Adopt Ordinance No. 2898, an ordinance re-approving the rezoning and associated preliminary development plan for the Clare Crossing development.

Project Name: Clare Crossing – Legal Description Clean-up

PROJECT NUMBER	26-303-01
REQUEST	REZONING
APPLICANT	CITY OF GARDNER
OWNER	CLARE CROSSING, LLC
PARCEL IDs	CP27500000-0T01, CP27500000-0T02, CP27500000-0T03, CP27500000-0T04, CP27500000-0T05, CP27500000-0T0A, & CP27500000-0T0B
PLANNER	MAGI BREWSTER



Site Location Map

Executive Summary

PRESENT ZONING:	CP-3, RP-3 & RP-5
PROPOSED ZONING:	CP-3, RP-3 & RP-5
PRESENT LAND USE:	VACANT
PROPOSED LAND USE:	COMMERCIAL & MULTI FAMILY
TOTAL SITE AREA:	58 ACRES
EXISTING LOT #:	5 LOTS & 2 TRACTS



Aerial of Subject Location

Project Description

The Clare Crossing development consists of approximately 58 acres. The northern half of the property has been approved for commercial development, while the southern half of the property has been approved to be developed residentially with a mix of duplex and multi-family units.

Background/History

The rezoning, preliminary development plan, and preliminary plat were recommended for approval by the Planning Commission at their January 2024 meeting. In February of 2024, the City Council approved an ordinance rezoning the subject property and approving the associated preliminary development plan. In August and September of 2024 respectively, the Planning Commission approved the final plat for Clare Crossing First Plat and City Council accepted the dedication of right-of-way and easements as shown on the final plat. The first plat is recorded and the developer has installed some of the infrastructure to support future development.

During a conversation between city staff and a potential developer of the multi-family portion of the project, it came to the city's attention that the adopted ordinance (Ord. 2793) rezoning the property to RP-3, RP-5 and CP-3 included a legal description for the entire property. Based on three different zoning categories being proposed, the ordinance should have included three legal descriptions, one for each zoning district.

While staff considers this application a "clean-up" of the adopted rezoning ordinance, because the ordinance did not contain a clerical or other minor error, the corrective action to establish the boundaries of each district must follow the rezoning procedure as outlined in Section 17.03 of the Land Development Code (LDC). Thus the the Planning Commission must conduct a public hearing on this item. Based on staff not catching this error at the time the ordinance was considered, staff is serving as the applicant for this application.

Surrounding Zoning and Land Use

Zoning	Use(s)
North of Subject Property	
MP-2 (Planned General Industrial) District	Warehouse / Distribution
East of Subject Property	
RUR (County Rural / Agricultural) District	Commercial (Epic Nursery)
South of Subject Property	
RUR (Agricultural) District	Single-family residence
West of Subject Property	
RP-1 (Planned Single-family Residential) and C-3 (Heavy Commercial) Districts	Single-Family Residences (Prairie Trace Estates Subdivision) and Vacant

Utilities / Infrastructure

No changes are proposed to the provision of utilities or infrastructure.

New Century Air Center

A portion of the very northwest side of the property is located within 1 mile of the New Century Air Center. Therefore, final development plans for that area of the project will require review and approval by County staff or the Johnson County Airport Commission and the Board of County Commissioners.

Staff Analysis

With the adoption of Ordinance 2793, the subject property has been considered rezoned to RP-3, RP-5, and CP-3 since 2024. The three zoning classifications continue to be considered appropriate based on how surrounding property has been developing.

Recognizing that infrastructure has been installed in accordance with the originally approved preliminary development plan and a final plat consistent with the preliminary development plan has been recorded, staff recommends the Planning Commission approve this corrective action and re-approve the preliminary development plan, allowing the developer to continue to move forward with the project. Per Section 17.03.040 E. as amended in February of 2026, the preliminary plan shall lapse and be of no further force and effect if a final development plan has not been approved within one year of the date of re-approval of the preliminary development plan.

Staff Recommendation

Staff recommends re-approval of the rezoning as originally considered by the Planning Commission in January of 2024 and approved by the Governing Body in February 2024, along with re-approval of the associated preliminary development plan and conditions listed as follows:

1. Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to promote compliance with the adopted separation standards as part of the final development plan and final plat;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Future associated development plans and plat applications may be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners as required.

Potential Actions

Per Section 17.03.010 (G) of the Gardner Land Development Code, a review body may take the following actions (or recommend the following when the review body is a recommending body):

1. Approve the application.
2. Approve the application with conditions or modifications.
3. Deny the application.
4. Continue the application to allow further analysis.

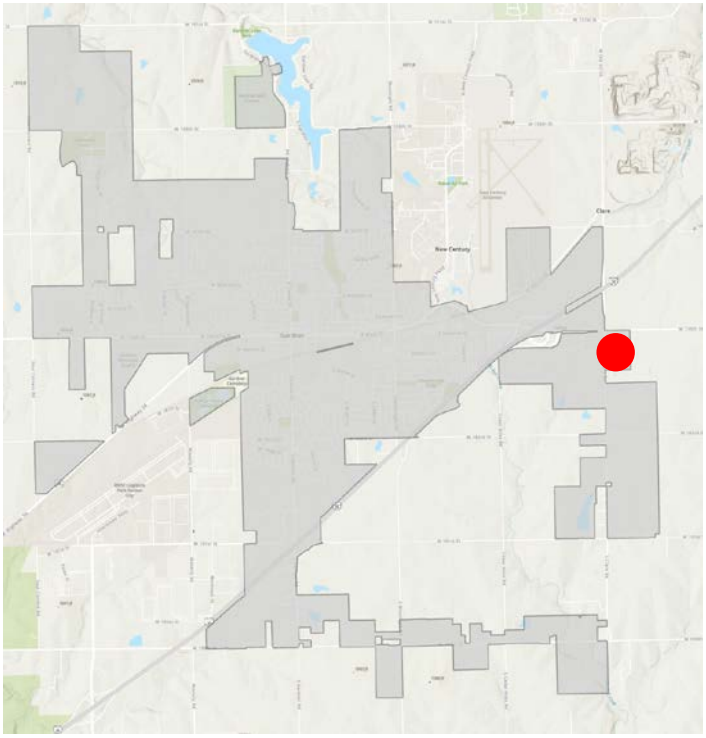
The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

Attachments

1. Planning Commission staff report from January 18, 2024
2. Preliminary Development Plan

Project Name: Clare Crossing

PROJECT NUMBER	PDP-23-304-08
REQUEST	REZONING, PRELIMINARY DEV PLAN, PRELIMINARY PLAT
APPLICANT	CLARE CROSSING LLC, D. DODGE
OWNER	CLARE CROSSING, LLC
PARCEL IDs	9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1010, 9F231428-1004



Executive Summary

PRESENT ZONING:	RUR
PROPOSED ZONING:	CP-3, RP-3 & RP-5
PRESENT LAND USE:	AGRICULTURAL
PROPOSED LAND USE:	COMMERICIAL & MULTI FAMILY
TOTAL SITE AREA:	58.21 ACRES
EXISTING LOT #:	5
STREET TYPE:	LOCAL - STANDARD COLLECTOR - STANDARD



Staff Recommendation

Staff recommends the Planning Commission recommend approval of 23-304-08 with conditions in the recommended motion.

Context:

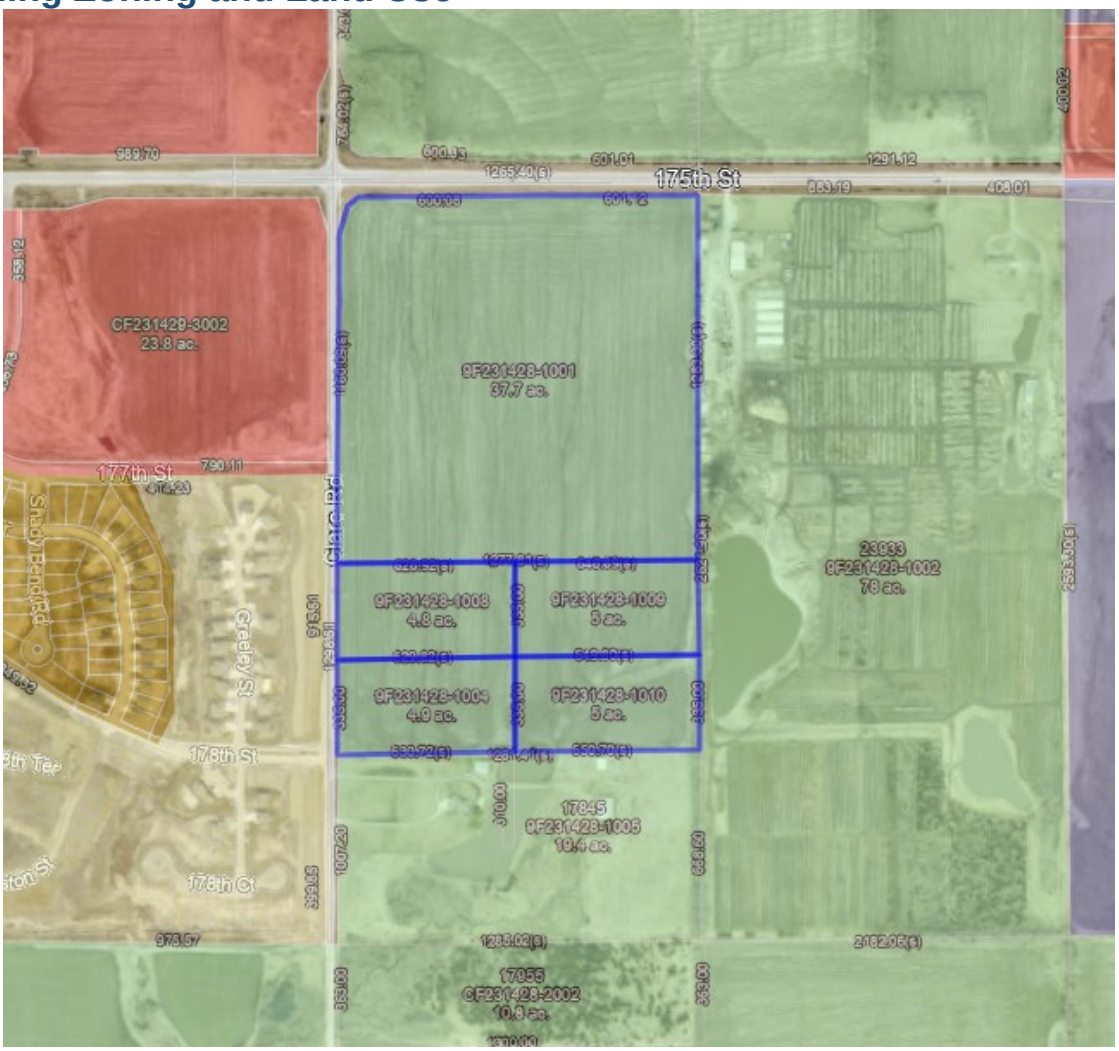
Background/History

The properties are currently zoned RUR (Rural) which is a County zoning district and the parcels that make up these applications are currently undeveloped. The properties were annexed in the Fall of this year (Ord No: 2783). The properties are bound by 175th Street to the north and Clare Crossing to the East.

Existing Conditions

The area within the boundary of the rezoning request incorporates four parcels. The area is relatively flat with a small drainage ditch running through the far southeast corner of the site. Additionally, no flood zone has been identified within the site.

Surrounding Zoning and Land Use



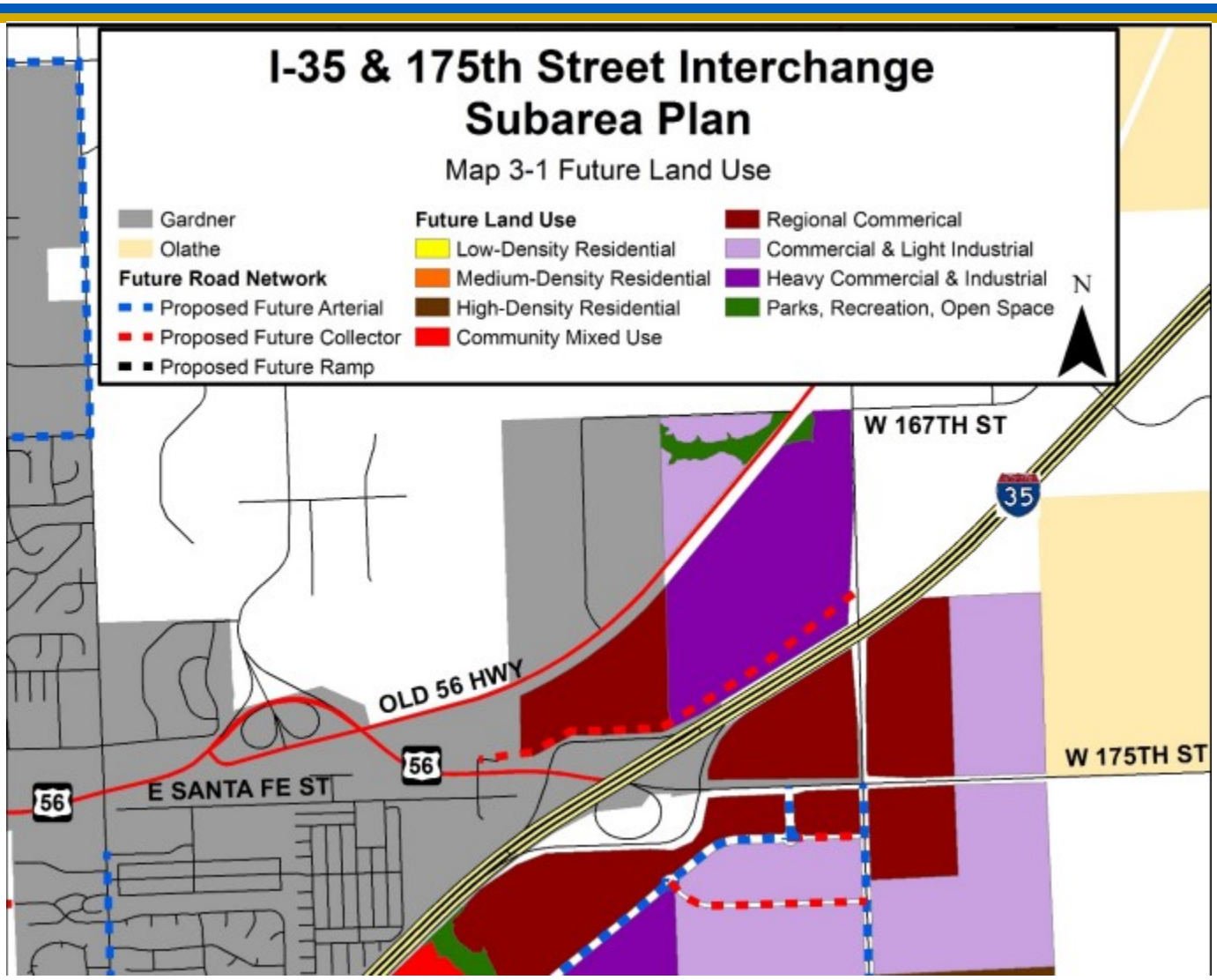
Zoning	Use(s)
North of Subject Property	
RUR (Rural) District – City of Olathe	Undeveloped
East of Subject Property	
RUR (Rural) District - County	Epic Nursery
South of Subject Property	
RUR (Rural)	Single-family residence
West of Subject Property	
RP-1 (Planned Single family) District	Prairie Trace Estates Subdivision
C-3 (Commercial) District	New Trails North

Consistency with Comprehensive Plan

The *City of Gardner 2014 Comprehensive Plan* future land use map identifies these parcels as Regional Commercial use. There is commercial development occurring to the west and industrial development within Olathe occurring directly north of this site and it is in close proximity to Interstate I-35, it is an appropriate site to continue the progression of commercial development along 175th Street. The commercial development as depicted on this site plan provides for a transition to the residential development on the south side of this proposed development. Staff feels that this is a suitable site for commercial on the north along 175th Street with the less intensive use of housing on the southern portion of the site.

Additionally, the *I-35 & 175th Street Interchange Subarea Plan* adopted by the City of Gardner in 2018 identifies the majority of this area as regional commercial use in the future. The description of regional commercial within the sub area plan is as follows:

> *Regional Commercial: The intent of the Regional Commercial land use designation is to allow for retail and service uses located near I-35 interchanges. A regional commercial area provides goods and services aimed toward those traveling by an auto and capitalizes on accessibility from areas beyond Gardner. This designation may also include light industrial and utility uses.*
> *Intensity: Medium-High*
> *Zoning Districts: C-2 General Business District, CP-2 – Planned General Business District, C-3 Heavy Commercial District, CP-3 Planned Heavy Commercial District; M-1 Restricted Industrial District, MP-1 Planned Restricted Industrial District*
> *Building Types: Small Commercial – Storefront, Small Commercial/Pad Site, Mixed-Use, General Commercial, Large Commercial, Prominent Civic, Small Civic, Small Industrial/Workshop, General Industrial*
> *Primary Uses: Assembly, cultural and public service, school, open/civic space, residential care, retail, grocery, outdoor sales, convenience store/fuel station, animal care, food and beverage, heath care, lodging, office, personal services, recreation/entertainment, vehicle/equipment service and repair, manufacturing – limited/artisan, light, and general, commercial storage, animal care, freight and distribution – light, vehicle equipment service repair – limited, general, and heavy, public utility facility – minor*



Review Criteria

Staff Analysis – Zoning Map Amendment

This section of the staff report provides the Planning Commission with the criteria utilized when considering zoning map amendments per the Gardner Land Development Code (Section 17.03.030 (B) Review Criteria) along with staff comments.

1. **The character of the neighborhood, including the design of streets, civic spaces and other open spaces; the scale, pattern and design of buildings; and the operation and uses of land and buildings;** *The character of the developed area near this location is primarily influenced by transportation and commerce related uses, facilities and structures including restaurants, highway convenience, lodging to the west and industrial/warehouse/distribution to the north and commercial nursery to the east.*
2. **The zoning and use of properties nearby, and the compatibility with potential uses in the proposed district with these zoning districts;** *See the surrounding Zoning and I-35 & 175th Street Interchange maps above. The proposed zoning district and associated potential uses are compatible with the existing uses and zoning located around this site. Because the very northwest corner of this development is within 1 mile of the New Century Airport, it is possible that some uses in the CP-3 district may need to be limited and associated development qualities mitigated in some manner. These will typically be addressed through the development plan review process.*
3. **The suitability of the subject property for the uses to which it has been restricted;** *The uses associated with the A (Agriculture) district zoning do not appear to be the highest and best use of the*

land considering the nearby commercial development and close proximity and access to I-35 interchange. The parcel is currently zoned RUR Rural District which would appear to be more suitable as the proposed CP-3 zoning with the proposed multi-family residential RP-3 and RP-5 zoning on the south side as the development transitions to a less intensive residential uses to the south.

4. **The extent to which removal of the restrictions will detrimentally affect nearby property;** *The commercial uses are considered to be more intense uses that are typically more impactful to nearby residential properties in terms of traffic, lighting and noise than multi-family uses. The multi-family zoning would provide a transition in manufacturing being developed to the north and from the existing single family to the east and planned single family to the south.*
5. **The length of time the subject property has remained vacant as zoned;** *The subject property has never been developed and is used for agricultural purposes or vacant. The length of time that the property has remained vacant or in agricultural use is reflective of market/development trends and access to infrastructure such as water and sanitary sewer. The extension of such infrastructure and market trends are driving development within this area.*
6. **The relative gain to economic development, public health, safety and welfare by the current restrictions on the applicant's property as compared to the hardship imposed by such restrictions upon the property;** *It is recognized that this property has value in the marketplace and is likely to develop based on market trends in the area and its proximity to the I-35 Interchange. The relative gain to economic development, public health, safety and welfare by current restrictions on the property if restriction were to remain are based on the assumption that the property would remain undeveloped which would result in a minimal gain from both property and sales tax.*
7. **The recommendations of professional staff;** *See the staff recommendation below.*
8. **The conformance of the requested change to the Comprehensive Plan, and in particular the relationship of the intent statement for the proposed district and how the specific application furthers that intent statement in relation to the Comprehensive Plan;** *The proposed rezoning appears to be consistent with the I-35 & 175th Street Interchange Subarea Plan, and would bring the property closer to the intent for regional commercial land use in the area. The use of the development plan process would be necessary to address the quality of commercial development within the area.*
9. **The extent to which the proposed use would adversely affect the capacity or safety of any utilities, infrastructure or public services serving the vicinity;** *The proposed uses would not adversely affect the capacity or safety of any utilities, infrastructure or public improvement serving the vicinity. As part of this development, additional road improvements are planned along 175th Street to provide lane management along this right-of-way which will help with the increase in traffic to the area.*
10. **Other factors relevant to a particular proposed amendment or other factors which support other adopted policies of the City.** *No other relevant factors or policies are pertinent to this amendment request.*

Preliminary Development Plan (LDC Section 17.03.040 C.)

1. **The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the goals of the Comprehensive Plan, and based upon generally accepted planning and design practice.** *This plan could not have been accomplished through the strict application of the base zoning district. As such this is a preliminary plan and there are expected to be internal adjustments to both road and buildings within the development. The strict standards that are applicable to our land development code do not allow the ability to make minor adjustment to the proposed plan.*
2. **The benefits from any flexibility in the standards proposed in the plan promote the general public health, safety and welfare of the community, and in particular of the areas immediately near or within the proposed project, and are not strictly to benefit the applicant.** *The planned improvement to this development will provide additional public health, safety and welfare to the community in particular to the right-of-way of 175th Street. The development plan also provide amenities through the construction of sidewalk that should encourage walkability and public health to the I-35 & 175th Street Subarea.*

3. **The benefits from any flexibility in the standards proposed in the plan allow the project to better meet or exceed the intent statements of the base zoning district(s) and the standards proposed to be modified when applied to the specific project or site.** *The base C-3 Commercial district intent is to provide retail, service and employment uses that provide an economic benefit to the region. The development proposes a beneficial mix of regional service uses that will also provide for residential living within walking distance of essential goods along a designated transit route and near a major highway system. The final development plan will be reviewed per all standards applicable to and associated with the base C-3 zoning designation including building type; frontage type; site development; landscape and amenities.*
4. **The plan reflects generally accepted and sound planning and urban design principles with respect to applying the Comprehensive Plan and any specific plans to the area.** *The plan meets most development regulations that are based on sound planning and urban design principles. The plan also provides for an appropriate transition between use intensity, from the less intense residential along the south parcel line to the more intense commercial along 175th Street.*
5. **The plan meets all of the review criteria for a zoning map amendment.** *Per the previous section, staff finds this criteria is met.*

Preliminary Plat (LDC Section 17.03.030 D.)

a. **The application is in accordance with the Comprehensive Plan and in particular the physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments that reflect the principles and concepts of the plan.** *The application is generally consistent with the Comprehensive Plan as outlined in the section above. This plan proposes the dedication of additional right-of-way along 175th Street and Clare Road to allow for the reconstruction of turn and deceleration lanes along 175th. The Comprehensive Plan identifies the area as "Regional Commercial" land use which includes uses that draw customers from a wider service area. Additionally the construction of improvements allow for future growth and development along the 175th Corridor. These are consistent with principles and concepts of the Comprehensive plan.*
b. **Compliance with the requirements of this Land Development Code, and in particular the blocks and lots proposed are capable of meeting all development and site design standards under the existing or proposed zoning.** *The proposed plat meets the block and lot dimensional standards in the Land Development Code. The street type stands are met. Some additional modifications will need to be accomplished with some entrance roads to this development. This will be a condition of approval in the recommended motion.*
c. **Any phasing proposed in the application is clearly indicated and demonstrates a logical and coordinated approach to development, including coordination with existing and potential development on adjacent property.** *The developer is proposing 3 phases which will start with the north commercial lots along 175th Street then progress to the residential lots for phases 2 and 3 to the south. This allows for all of the 175th Street improvements to be done at the beginning of the project.*
d. **Any impacts identified by specific studies or technical reports, including a preliminary review of stormwater, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.** *The Traffic Impact Study (TIS) and Preliminary Stormwater Management Plan were submitted and approved. Stormwater will be controlled through the development of a regional detention basin. The final Stormwater Management Plan will need to be approved by the City Engineer prior to final plat approval.*
e. **The application does not deter any existing or future development on adjacent property from meeting the goals and policies of the Comprehensive Plan.** *The application does not deter any future or existing development on adjacent properties. The developer is working with the City on the improvements to 175th Street and Clare Road.*
f. **The design does not impede the construction of anticipated or planned future public infrastructure within the area.** *This design does not impede the construction of anticipated or planned future public infrastructure within the area.*

g. The recommendations of professional staff, or any other public entity asked to officially review the plat. *Staff recommends approval of the preliminary plat for Clare Crossing with conditions outlined in the recommended motion.*

Staff Analysis – Infrastructure/Other

Electric

Existing electric utilities are located either within or adjacent to the site and will be provided by the City of Gardner. There are two Evergy easements along the eastern side of the site, one is 70' wide, and the other is 40' wide.

Water

The property is in the Water District 1 service area.

Sanitary Sewer

Sanitary sewer will be serviced by Gardner.

Storm Sewer

Detention areas are located in the northern and on the southeast portions of the site.

Roadway Network & Vehicular Access

Access will be provided through 2 entrances off of 175th Street and 2 off of Clare Road.

Sidewalks

The development will include 5' wide sidewalks along both sides of all internal street.

New Century Air Center

A portion of the very northwest side of the development is within 1 mile of the New Century Airport and will need to be reviewed and approved by the Johnson County Airport Commission and the Board of County Commissioners.

Deviations

No deviations are being requested at this time. As the commercial lots are submitted for final development approval, there are anticipated deviations that will need to be addressed at that time.

Potential Actions

Per Section 17.03.010 (G) of the Gardner Land Development Code, a review body may take the following actions (or recommend the following actions):

1. Approve the application.
2. Approve the application with conditions or modifications.
3. Deny the application.
4. Continue the application to allow further analysis. The continued application shall not be more than 60 days from the original review without consent of the applicant. No application shall be continued more than once by each review body without consent of the applicant.

Recommended Motion

After review of application 23-304-08, rezoning and associated preliminary development plan and preliminary plat for Clare Crossing (parcel IDs: 9F231428-1001, 9F231428-1008, 9F231428-1009, 9F231428-1004 and 9F231428-1010), and staff report dated January 18, 2024, the Planning Commission recommends the Governing Body approve the applications as proposed, provided the following conditions are met:

1. Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to promote compliance with the adopted separation standards as part of the final development plan and final plat;
2. Revise the 80' wide future Right-of-Way to align with W 178th St;
3. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
4. This rezoning request and associated development plan and plat applications shall be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners.

Attachments

1. Preliminary Development Plan
2. Preliminary Plat

Call to Order

The meeting of the Gardner Planning Commission was called to order at 7:00PM on Monday, September 28, 2026, by Chairperson Berg.

Commissioners present: Robin Berg, Austin Jueneman, Joe O'Lucci, Filip Landsberg, Cleverson Souza, and Randy Gregorcyk.

Commissioners absent: Allen Vonderschmidt

Staff present: Deputy Director Magi Brewster, Principal Planner Jesse Hunter, Administrative Specialist Victoria Johnson, and City Attorney Kathryn Dumovich.

Regular Agenda

2. Clare Crossing – Corrective action related to the RP-3 (Planned Garden Apartment), RP-5 (Planned Apartment) and CP-3 (Planned Heavy Commercial) (Public Hearing Required) - zoning originally approved by Ordinance 2793 in February of 2024, to rectify an error with the legal description, for the property generally located at the southeast corner of 175th Street and Clare Road (26-304-08)

Deputy Director Magi Brewster gave the presentation. Magi Brewster stated that the City is serving as the applicant based on staff's error in not requesting three separate legal descriptions and has communicated the situation with the resident agent for the property.

In response to a question from the commission, Magi Brewster clarified that staff had met with a developer interested in purchasing the portion of the property approved for multi-family development. She went on to state that if significant changes are proposed from the previously approved preliminary development, the developer will have to submit a revised preliminary development.

Commissioner Gregorcyk asked questions about the type of development proposed within the area zoned RP-3. He went on to ask about the Connect 56 plan and traffic concerns related to the impact from recently approved development since Clare Crossing was originally approved. Magi responded that these items had been considered within the Connect 56 plan.

Motion was made to close the public hearing.

Motion: Commissioner O'Lucci
Second: Commissioner Jueneman
Motion carried unanimously, 6-0

Motion:
Rezoning:
The Planning Commission recommends re-approval of the rezoning as originally considered by the Planning Commission in January of 2024 and approved by the Governing Body in February 2024, along with re-approval of the associated preliminary development plan and conditions listed as follows:

1. **Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to**

promote compliance with the adopted separation standards as part of the final development plan and final plat;

2. **Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and**
3. **Future associated development plans and plat applications may be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners as required.**

Motion: Commissioner O'Lucci
Second: Commissioner Jueneman
Motion carried unanimously, 6-0

Adjournment

Motion was made to adjourn at 7:51pm.

Motion: Commissioner Landsberg
Second: Commissioner Souza
Motion carried unanimously, 6-0.

https://www.youtube.com/watch?v=UNGTMDEH0Eg

DRAFT

ORDINANCE NO. 2898

AN ORDINANCE RE-APPROVING THE REZONING OF CERTAIN LAND LOCATED WITHIN THE CITY OF GARDNER TO RP-3 (PLANNED GARDEN APARTMENT), RP-5 (PLANNED APARTMENT), AND CP-3 (PLANNED HEAVY COMMERCIAL) DISTRICTS AND RE-APPROVING THE ASSOCIATED PRELIMINARY DEVELOPMENT PLAN FOR THE CLARE CROSSING DEVELOPMENT

WHEREAS, on February 19, 2024, the Governing Body adopted Ordinance 2793 rezoning the subject property to RP-3, (Planned Garden Apartment), RP-5 (Planned Apartment), and CP-3 (Planned Heavy Commercial) Districts under a single legal description; and

WHEREAS, it is necessary to provide a separate legal description for each zoning district; and

WHEREAS, this error came to city staff's attention during a conversation with a potential developer; and

WHEREAS, on September 28, 2026, after proper notice having been given, the Gardner Planning Commission held a public hearing and considered the request to re-approve the rezoning and preliminary development plan for the Clare Crossing development; and

WHEREAS, on October 19, 2026, the Governing Body considered the rezoning request along with the associated preliminary development plan and the Planning Commission recommendation, as reflected in the minute record of such meeting.

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

SECTION ONE: The rezoning to RP-3, (Planned Garden Apartment), RP-5 (Planned Apartment), and CP-3 (Planned Heavy Commercial) for the property described below shall be reapproved:

RP-3 Description

A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows:

Beginning at the intersection of the centerline of 177th Street, Clare Crossing, First Plat, and the West line of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence North 89 degrees 53 minutes 48 seconds East, along the centerline of 177th Street, 441.00 feet; Thence South 00 degrees 06 minutes 12 seconds East, parallel with the West of the Northwest Quarter, 984.62 feet to the South line of Clare

Crossing, First Plat; Thence South 89 degrees 03 minutes 30 seconds West, along the South line of Clare Crossing, First Plat, 441.05 feet to the West line of the Northwest Quarter; Thence North 00 degrees 06 minutes 12 seconds West, along the West line of the Northwest Quarter, First Plat, 990.18 feet to the Point of Beginning.

RP-5 Description

A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows:

Beginning at the intersection of the centerline of 177th Street and the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, 972.05 feet to the Southeast corner of Clare Crossing, First Plat; Thence South 89 degrees 03 minutes 30 seconds West, along the South line of Clare Crossing, First Plat, 860.05 feet; Thence North 00 degrees 06 minutes 12 seconds West, parallel with the West of the Northwest Quarter, 984.62 feet to the centerline of 177th Street; Thence North 89 degrees 53 minutes 48 seconds East, along the centerline of 177th Street, 854.83 feet to the Point of Beginning.

CP-3 Description

A tract of land in the West Half of the Northwest Quarter of Section 28, Township 14 South, Range 23 East of the 6th Principal Meridian, Johnson County, Kansas, described as follows:

Beginning at the intersection of 177th Street, Clare Crossing, First Plat, and the West line of the Northwest Quarter of Section 28, Township 14 South, Range 23 East; Thence North 00 degrees 06 minutes 12 seconds West, along the West line of the Northwest Quarter, 842.00 feet; Thence North 89 degrees 53 minutes 48 seconds East, along the North line of Clare Crossing, First Plat, 20.00 feet; Thence North 16 degrees 35 minutes 45 seconds East, along the North line of Clare Crossing, First Plat, 104.40 feet; Thence North 53 degrees 12 minutes 47 seconds East, along the North line of Clare Crossing, First Plat, 50.36 feet; Thence North 88 degrees 53 minutes 18 seconds East, along the North line of Clare Crossing, First Plat, 600.08 feet; Thence North 89 degrees 50 minutes 36 seconds East, along the North line of Clare Crossing, First Plat, 600.26 feet to the East line of the West Half of the Northwest Quarter; Thence South 00 degrees 24 minutes 21 seconds East, along the East line of the West Half of the Northwest Quarter, 983.22 feet to the centerline of 177th Street, Clare Crossing, First Plat; Thence South 89 degrees 53 minutes 48 seconds West, along the centerline of 177th Street, Clare Crossing, First Plat, 1295.83 feet to the Point of Beginning.

As generally shown in Exhibits A-1 and A-2, attached and incorporated herein.

SECTION TWO: Such property shall be subject to the Clare Crossing Preliminary Development Plan, including the following conditions:

1. Internal street alignments / connections are subject to separation standards along arterial roads (175th Street and Clare Road) adopted by Public Works. Current locations are subject to further adjustment per Public Works staff in order to promote compliance with the adopted separation standards as part of the final development plan and final plat;
2. Development must meet the requirements of Gardner Municipal Code Title 14 Floodplain and Stormwater Management, including, but not limited to, stream corridor preservation and maintenance, peak flow reduction, and stormwater treatment facility provision and maintenance, where applicable. Any violation of these requirements will necessitate plan modifications as needed to conform to stormwater code criteria unless the violation has been approved as a deviation. All stormwater requirements shall be met prior to issuance of any related permits; and
3. Future associated development plans and plat applications may be subject to review by the Johnson County Airport Commission and approval of the Johnson County Board of Commissioners as required.

A copy of the District Overview Plan from the preliminary development plan application is attached and incorporated herein as Exhibit B.

SECTION THREE: Ordinance 2793 shall be repealed.

SECTION FOUR: The zoning changes stated above shall be incorporated and shown on the zoning map for the City of Gardner, Kansas previously adopted by reference and said zoning map is hereby reincorporated as a part of the Land Development Code.

SECTION FIVE: That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body and publication in the official city newspaper.

PASSED by the Governing Body on _____.

SIGNED by the Mayor on _____.

CITY OF GARDNER, KANSAS

(SEAL)

_____

Todd Winters, Mayor

Attest:

_____

Renee Rich, City Clerk

Approved as to form:

_____

Ryan B. Denk, City Attorney

Exhibit A-1

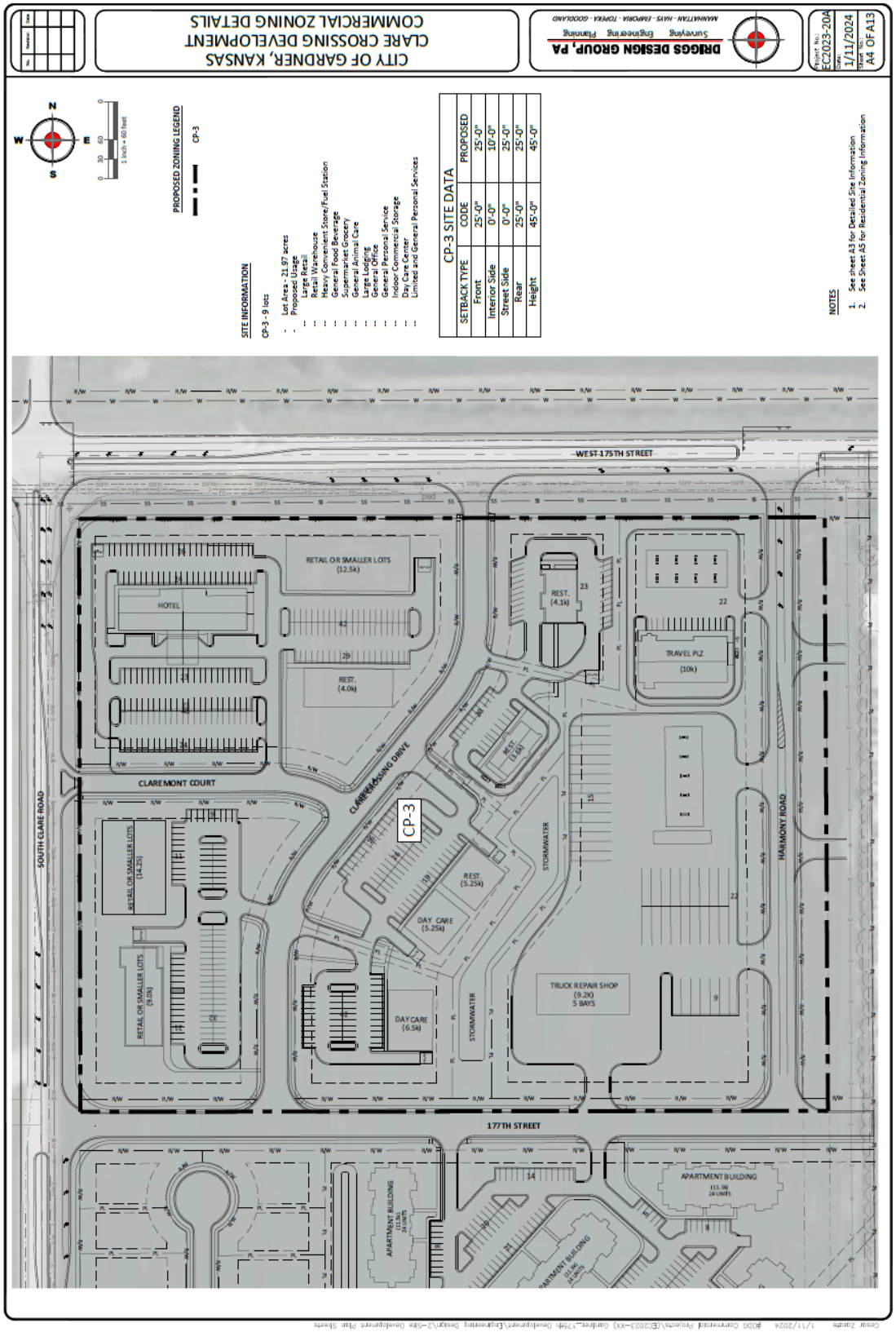

CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
COMMERCIAL ZONING DETAILS
DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND
Project No.: EC2023-204
Date: 1/11/2024
Sheet No.: A4 OF A13
N
W
E
S
0 30 60
1 inch = 60 feet
PROPOSED ZONING LEGEND
CP-3
SITE INFORMATION
CP-3 - 9 lots
- Lot Area - 21.97 acres
- Proposed Usage
- Large Retail
- Retail Warehouse
- Heavy Convenient Store/Fuel Station
- General Food Beverage
- Supermarket Grocery
- General Animal Care
- General Offices
- Large Lodging
- General Personal Service
- Indoor Commercial Storage
- Day Care Center
- Limited and General Personal Services
CP-3 SITE DATA
SETBACK TYPE | CODE | PROPOSED
Front | 25'-0" | 25'-0"
Interior Side | 0'-0" | 10'-0"
Street Side | 0'-0" | 25'-0"
Rear | 25'-0" | 25'-0"
Height | 45'-0" | 45'-0"
NOTES
1. See sheet A3 for Detailed Site Information
2. See Sheet A5 for Residential Zoning Information
WEST 175TH STREET
177TH STREET
SOUTH CLARE ROAD
HARMONY ROAD
CLAREMONT COURT
CLARE CROSSING DRIVE
CP-3
HOTEL
RETAIL OR SMALLER LOTS (12.5k)
REST. (4.0k)
REST. (4.1k)
REST. (3.6k)
TRAVEL PLZ (10k)
RETAIL OR SMALLER LOTS (14.25)
RETAIL OR SMALLER LOTS (3.0k)
REST. (5.25k)
DAY CARE (5.25k)
DAY CARE (6.5k)
STORMWATER
TRUCK REPAIR SHOP (9.2K) 5 BAYS
APARTMENT BUILDING (11.9K) 24 UNITS
APARTMENT BUILDING (11.9K) 24 UNITS
APARTMENT BUILDING (11.9K) 24 UNITS

Exhibit A-2

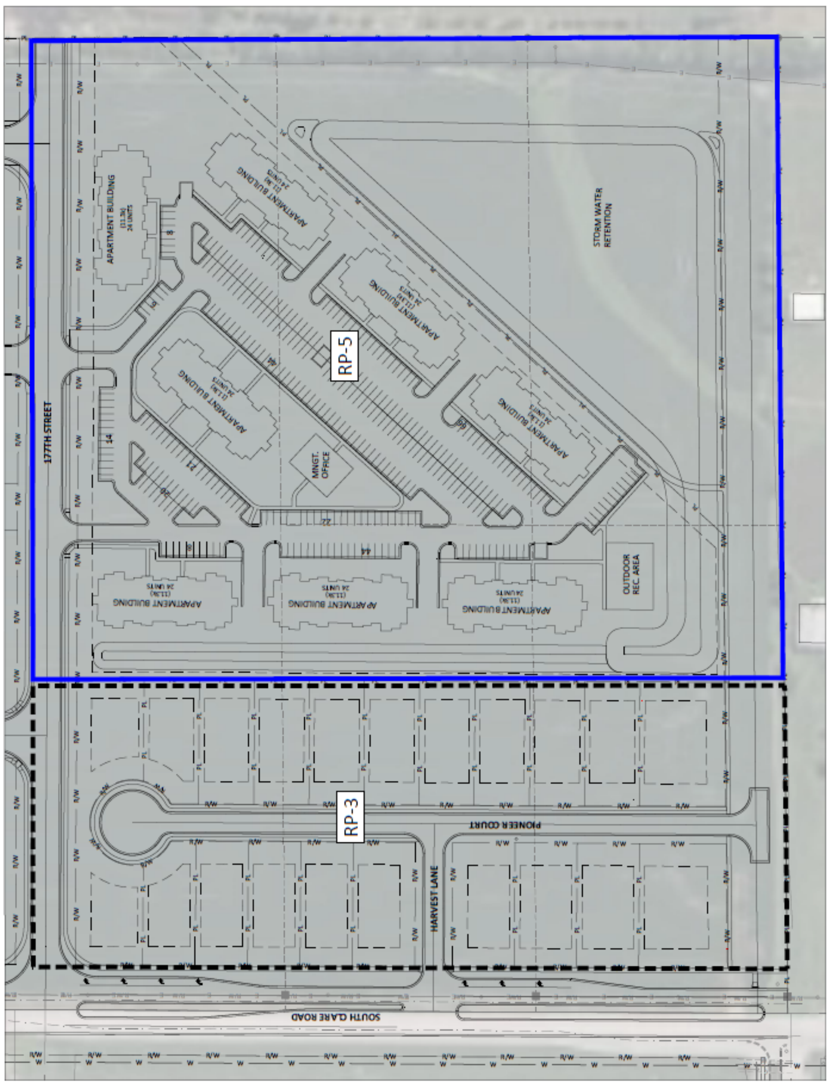
CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
RESIDENTIAL ZONING DETAILS

DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - HAYS - EMPORIA - TOPEKA - GOODLAND

Project No.: EC2023-20A
Date: 1/11/2024
Sheet No.: A5 OF A13

N / S / E / W

0 30 60 0
1 inch = 60 feet



PROPOSED ZONING LEGEND

- RP-3
- RP-5

SITE INFORMATION

RP-3 - 21 lots

- Lot Area - 6.86 acres
- Building Type - Duplex

RP-3 SITE DATA		
SETBACK TYPE	CODE	PROPOSED
Front	30'-0"	30'-0"
Interior Side	7'-0"	7'-0"
Street Side	20'-0"	20'-0"
Rear	25'-0"	25'-0"
Height	35'-0"	35'-0"
Lot Width	70'-0"	70'-0"

SITE INFORMATION

RP-5 - 1 lot

- Lot Area - 17.51 acres
- Building Type - Multi-Unit Household Living

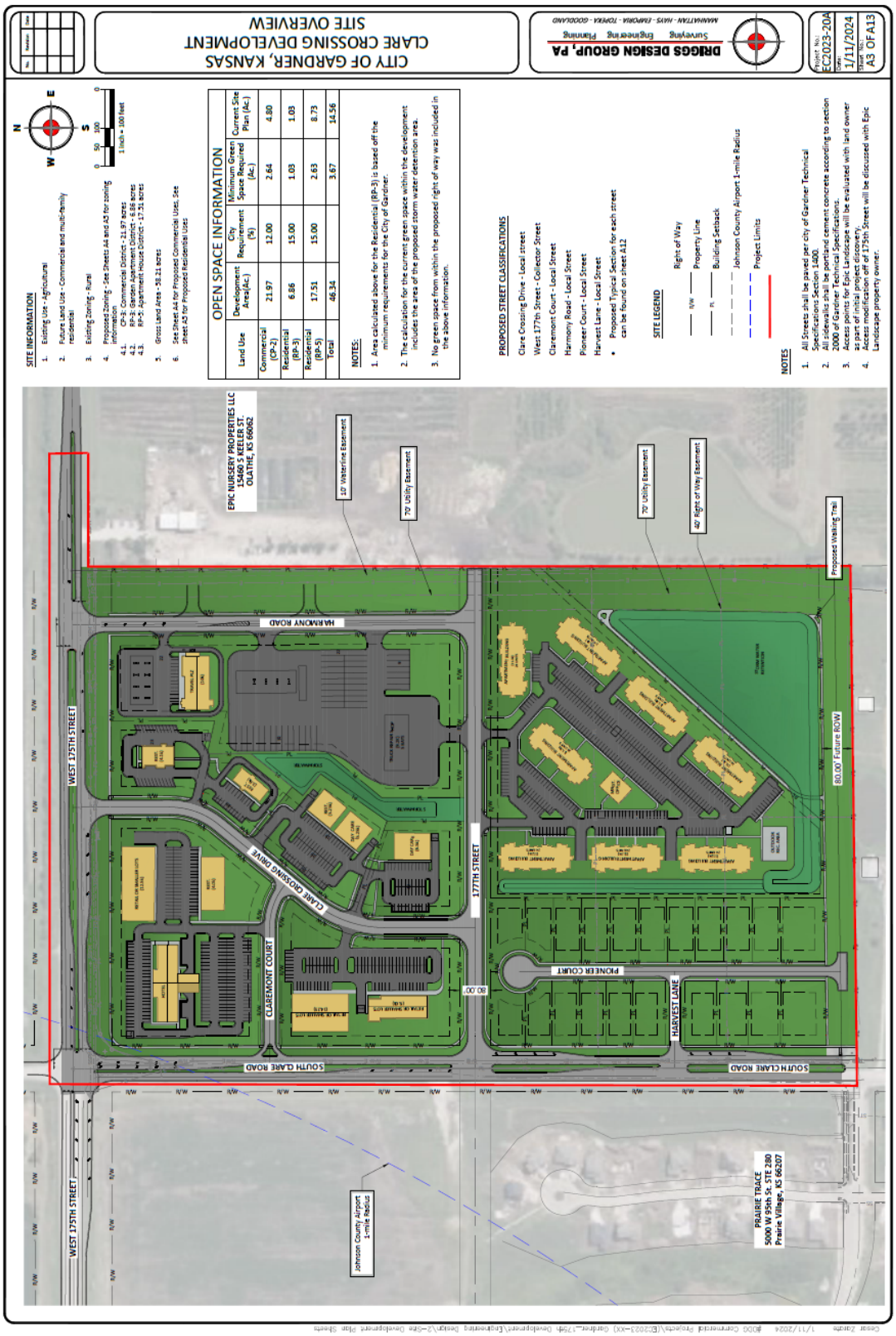
RP-5 SITE DATA		
SETBACK TYPE	CODE	PROPOSED
Front	25'-0"	25'-0"
Interior Side	7'-0"	7'-0"
Street Side	20'-0"	20'-0"
Rear	25'-0"	25'-0"
Height	*45'-0"	45'-0"
Lot Width	80'-0"	855'-0"

* Height Requirement is 45' or 4 stories whichever is greater

NOTES

1. See sheet A3 for Detailed Site Information
2. See Sheet A4 for Commercial Zoning Information

Exhibit B


CITY OF GARDNER, KANSAS
CLARE CROSSING DEVELOPMENT
SITE OVERVIEW
DRIGGS DESIGN GROUP, PA
Surveying Engineering Planning
MANHATTAN - MAYS - TAHOMA - TOPEKA - GOODLAND
Project No. EC2023-20A
Date 1/11/2024
Sheet No. A3 OF A13
SITE INFORMATION
1. Existing Use - Agricultural
2. Future Land Use - Commercial and multi-family residential
3. Existing Zoning - Rural
4. Proposed Zoning - See Sheets A4 and A5 for zoning information
4.1. CP-3: Commercial District - 21.97 acres
4.2. RP-3: Garden Apartment District - 6.86 acres
4.3. RP-5: Apartment House District - 17.51 acres
5. Gross Land Area - 58.21 acres
6. See Sheet A4 for Proposed Commercial Uses. See sheet A5 for Proposed Residential Uses
N W E S
0 50 100
1 inch = 100 feet
OPEN SPACE INFORMATION
Land Use | Development Area(Ac.) | City Requirement (%) | Minimum Green Space Required (Ac.) | Current Site Plan (Ac.)
Commercial (CP-2) | 21.97 | 12.00 | 2.64 | 4.80
Residential (RP-3) | 6.86 | 15.00 | 1.03 | 1.03
Residential (RP-5) | 17.51 | 15.00 | 2.63 | 8.73
Total | 46.34 | | 3.67 | 14.56
NOTES:
1. Area calculated above for the Residential (RP-3) is based off the minimum requirements for the City of Gardner.
2. The calculation for the current green space within the development includes the area of the proposed storm water detention area.
3. No green space from within the proposed right of way was included in the above information.
PROPOSED STREET CLASSIFICATIONS
Clare Crossing Drive - Local street
West 177th Street - Collector Street
Claremont Court - Local Street
Harmony Road - Local Street
Pioneer Court - Local Street
Harvest Lane - Local Street
• Proposed Typical Section for each street can be found on sheet A12
SITE LEGEND
Right of Way
R/W
Property Line
PL
Building Setback
Johnson County Airport 1-mile Radius
Project Limits
NOTES
1. All Streets shall be paved per city of Gardner Technical Specifications Section 1400.
2. All sidewalks shall be portland cement concrete according to section 2000 of Gardner Technical Specifications.
3. Access points for Epic Landscape will be evaluated with land owner as part of initial project discovery.
4. Access modification off of 175th Street will be discussed with Epic Landscape property owner.
EPIC NURSERY PROPERTIES LLC
15460 S KEELER ST.
OLATHE, KS 66062
10' Waterline Easement
70' Utility Easement
70' Utility Easement
40' Right of Way Easement
Proposed Walking Trail
HARMONY ROAD
WEST 175TH STREET
CLARE CROSSING DRIVE
177TH STREET
CLAREMONT COURT
PIONEER COURT
HARVEST LANE
SOUTH CLARE ROAD
80.00' Future ROW
Johnson County Airport 1-mile Radius
PRAIRIE TRACE
5000 W 95th St. STE 280
Prairie Village, KS 66207

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: OCTOBER 19, 2026
STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church, or library during the Johnson County Bulls, Barrels & Beer event at the Johnson County Fairground

Strategic Priority: Quality of Life

Department: Administration

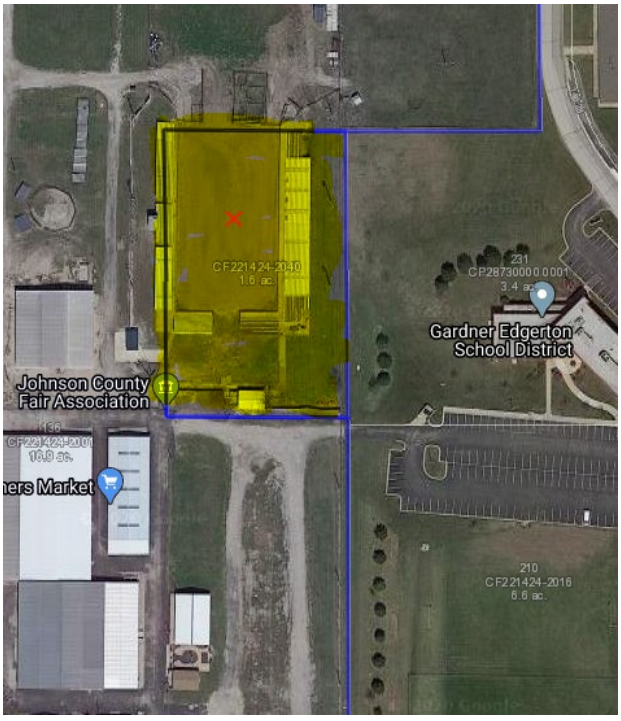
Staff Recommendation:
Staff recommends approval of a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair Bulls, Barrels & Beer event on October 30, 2026 from 5:00 pm to 11:30 pm, at the Johnson County Fairgrounds, 136 E. Washington.

Background/Description of Item:
The Abdallah Shriners organization has requested a Waiver of the Distance Limitation for an area to sell alcoholic liquor during the Johnson County Fair Bulls, Barrels & Beer event. Gardner Municipal Code (5.20.020) allows for the sale of alcoholic liquor after a waiver from the Governing Body.

The location is in the derby arena area (see map). Alcoholic Liquor will be served within the gates of the arena and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances. Since the location is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation by the Governing Body.

Attachments:
- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:
Approve a request for a Waiver of the Distance Limitation to allow for the sale of alcoholic liquor within 200 feet of a school, church or library during the Johnson County Fair to be held July 24 through August 1, 2026 at the Johnson County Fairgrounds, 136 E. Washington St.



COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: OCTOBER 19, 2026

STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider approving the City's contribution strategy for employee benefit programs.

Strategic Priority: Fiscal Stewardship

Department: Administration/Finance

Staff Recommendation:
Approve adjustments to the City's contribution strategy for the Health Reimbursement Arrangement (HRA), Health Savings Accounts (HSA), vision insurance, and dental insurance for the 2027 plan year.

Background/Description of Item:
Each year, CBIZ and City Staff work together to develop the City's contribution strategy for employee benefits. No viable alternatives were identified for traditional group health insurance coverage or stop-loss insurance for a self-funded plan. As a result, the City will continue utilizing the Individual Coverage Health Reimbursement Arrangement (ICHRA).

During preparations for the 2027 open enrollment period, CBIZ and Staff worked together to adjust the age bands used to establish the City's health insurance contributions. While the City has historically utilized 10-year age bands, the new contribution strategy reflects 5-year age bands, providing greater flexibility to adjust the City's contributions to reflect actual changes in health insurance premiums.

The City of Gardner's 2027 budget was developed using prior-year enrollment data and an assumed 10% increase in health insurance premiums. Based on preliminary premium estimates and the proposed contribution strategy, eight (8) of the 143 employees (5.59%) currently covered by insurance will see cost increases to their premiums, with four (4) of these eight (8) (50% of those impacted by increase or 2.80% of all covered employees) will see premium increases between $100 and $575 per month, should they choose to retain their current plan and level of coverage.

There are no proposed changes to the City's contributions to Health Savings Accounts.

The City's dental insurance provider will change from Delta Dental to MetLife Dental, and rates will transition to a four-tier structure. Coverage will remain similar, with an estimated 27% reduction in total plan costs.

The City's vision insurance provider is MetLife, and rates will transition to a four-tier structure. No rate increases are proposed.

The health, vision and dental insurance budget was $3,404,300 in 2024, $2,473,800 in 2025, and $2,842,100 for 2026.

Financial Impact:
The City's 2027 budget includes $3,280,300 for health, dental, and vision insurance contributions. These costs are allocated among multiple funds.

Suggested Motion:
Approve adjustments to the City's contributions to employee benefit programs for the 2027 plan year.