



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

January 10, 2023, 6:00 P.M.

-
- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
 - A. Pledge of Allegiance
 - B. Invocation, Reuben Esh/Sam Stoltzfus, Beacon of Truth
 - II. **Governing Body Transition**
 - A. Mayor Gwin
 - B. Mark Locke Oath of Office
 - C. Appointment of Mayor
 - D. Appointment of Mayor Pro-Tempore
 - III. **Governing Body Comments**
 - A. Commissioner Locke
 - B. Mayor Pro-Tempore
 - C. Mayor
 - IV. **Consent Agenda**
 - A. Approval of Minutes from December 27, 2022 Regular City Commission Meeting
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$205,962.20
 - V. **Regular Business**
 - A. Consideration of the Garver Master Agreement and Land Acquisition Work Order 1.
 - B. Proclamation declaring January 22-28 as Garnett School Choice Week.
 - C. Consideration of Resolution 2023-1 Designation of Official City Newspaper.
 - D. Consideration of Resolution 2023-2 GAAP Waiver K.S.A. 75-1120a(a).
 - E. Consideration of Resolution 2023-3 Drug Seizure Fund Resolution
 - F. Consideration of Resolution 2023-4 Designation of Patriot's Bank for Municipal Court Funds.
 - G. Consideration of Resolution 2023-5 Designation of Banks.
 - VI. **Discussion Items**
 - A. Maple Street Project Utility Relocation
 - B. Homeless followup/continuation
 - VII. **Informational Items**
 - A. Chamber of Commerce Annual Banquet is January 26th at 5:30 p.m.
 - VIII. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
 - IX. **Executive Session – Pursuant to Non-Elected personnel matter exception K.S.A. 75-4319 (b)**
 - X. **Adjournment**

December 27, 2022

The Governing Body of the City of Garnett met in regular session on December 27, 2022, at 6:00 p.m. with the following individuals present; Greg A. Gwin, Mayor; Jody Cole and Jason Sheahan, City Commissioners; Travis Wilson, City Manager; Terry Solander, City Attorney and Trish Brewer, City Clerk.

CALL TO ORDER

Mayor Gwin called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited, followed by Josh Ford, Trinity Baptist Church giving the invocation.

CITIZENS TO BE HEARD

- Steve Spring spoke in support on behalf of Susan Stanton request to be reappointed to the Garnett Housing Authority Board.
- Elizabeth “Betts” Abraham, current member of the Garnett Housing Authority Board, gave her statement of correction on items she had been misrepresented on.

PUBLIC HEARING FOR THE 2023 CITY OF GARNETT BUDGET AMENDMENT

Mayor Gwin motioned to open the public hearing at 6:10 pm. Seconded by Commissioner Cole.

Motion passed (3) AYE (0) NAY

City Manager, Wilson stated that the sole need for the requested budget amendment is the increase of gas and electric wholesale power pricing. There were no citizen comments.

Mayor Gwin closed the public hearing at 6:14 pm

GOVERNING BODY COMMENTS

- *Commissioner Cole*

Commissioner Cole thanked the Garnett Housing Authority for coming and speaking on behalf of appointment applications and statements of fact.

- *Commissioner Sheahan*

Commissioner Sheahan also commented on Garnett Housing Authority statements during Commissioner Cole’s comments. He had nothing more to add.

- *Mayor Gwin*

Hoped all had a Merry Christmas, wishing a Happy New Year.

CONSENT AGENDA

- **Approval of Minutes from the December 13, 2022, Regular City Commission Meeting.**

Commissioner Cole made a motion to approve the minutes for the December 13, 2022, Regular City Commission Meeting as written. Seconded by Mayor Gwin. Motion passed (3) AYE (0) NAY

- **Approval of Semi-Monthly Bills and Payroll in the amount of \$254,050.99.**

Commissioner Sheahan made a motion to approve the Semi-Monthly Bills and Payroll in the amount of \$254,050.99. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

- **L.E.A.D. Proclamation declaring January 9, 2023, as Law Enforcement Appreciation Day.**
Mayor Gwin read aloud and signed L.E.A.D. Proclamation.
- **Consideration of the 2022 City of Garnett Budget Amendment**
Mayor Gwin motioned to approve the 2022 City of Garnett Budget Amendment as previously discussed and written. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY
- **Consideration of the 2023 Cereal Malt Beverage Permit for Casey's General Store.**
Mayor Gwin motioned to approve the 2023 Cereal Malt Beverage permit for Casey's General Store. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY
- **Consideration of the 2023 Cereal Malt Beverage Permit for Leiszler oil Company.**
Mayor Gwin motioned to approve the 2023 Cereal Malt Beverage permit for Casey's General Store. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY
- **Consideration of the 2023 Cereal Malt Beverage permit for Pizza Hut.**
Mayor Gwin motioned to approve the 2023 Cereal Malt Beverage permit for Casey's General Store. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY
- **Consideration of the 2023 Cereal Malt Beverage permit for RPCS/Country Mart.**
Mayor Gwin motioned to approve the 2023 Cereal Malt Beverage permit for Casey's General Store. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY
- **Consideration of re-appointment of Susan Stanton to the Housing Authority Advisory Board.**
- **Consideration of appointment of Mike Burns, Casey Smith, or Kathy Wittman to the Housing Authority Board.**
City Manager, Wilson stated that Art Black's name had been missed on the agenda, please add. Art Black was placed on the consideration of appointments. There was some discussion on whether Mr. Black could be appointed because he resides on premise of appointment. Mr. Black recognized by Commissioner Cole for the floor, stated he would understand in any direction the board voted. Confidentiality is a must for ministers as well as board members. Commissioner Cole motioned to combine her motion for the Garnett Housing Authority Board making her motion to appoint Mike Burns and Casey Smith to said board. Seconded by Mayor Gwin. Motion passed (3) AYE (0) NAY

DISCUSSION ITEMS

- **Homeless follow-up/continuation**
Commissioner Cole asked Mr. Black if he would give the board an update on his current research. Franklin County Housing Coalition has a meeting the first of the year (2023) which he is going to attend.
- **Maple Street Utility Relocation**
City Manager, Wilson stated the only quote received at this time was included in the packet. City staff will continue looking for additional quotes.

INFORMATIONAL ITEMS

- **City Offices will be closed Monday, January 2, 2023, for New Years.**

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)

- Paula Scott with Heart and Soul presented their final Heart and Soul statements completing phase 2.

EXECUTIVE SESSION

Mayor Gwin made a motion to recess into Executive Session to discuss individual employee/s pursuant to non-elected personnel matter exception K.S.A. 75-4319 (b) beginning at 7:20pm with the following present: Mayor Gwin, Commissioner Sheahan, Commissioner Cole, City Manager Wilson. Regular session to resume at 7:30pm. Commissioner Sheahan seconded the motion. Motion passed (3) AYE (0) NAY

Break 7:15p – 7:20pm

7:30pm

Mayor Gwin motioned to extend Executive Session until 7:35pm. Seconded by Commissioner Sheahan. Motion passed (3) AYE (0) NAY

7:38pm

Mayor Gwin closed Executive Session and resumed to open session.

ADJOURNMENT

With no further business before The Governing Body, Commissioner Sheahan made a motion to adjourn the meeting. Commissioner Cole seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 7:38p.m.

Mayor

City Clerk



**Master Agreement
For
Professional Services
City of Garnett, Kansas
Project No. 23A17010**



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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) is made as of the Effective Date by and between the **City of Garnett** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

“**Work Order**” means a document executed by both Parties reflecting Owner’s request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the “**Services**”). Execution of the applicable Work Order by Owner constitutes Owner’s written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a



contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against



any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS



- 8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

- 9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
- 9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
- 9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

- 9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.
- 9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.



9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in the applicable Work Order giving rise to the liability.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Garnett, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the



absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the



benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Garnett, Kansas

Garver, LLC

By: _____
Signature

By: Colin Bible
Signature

Name: Travis Wilson
Printed Name

Name: Colin Bible
Printed Name

Title: City Manager

Title: Senior Project Manager

Date: _____

Date: 12/6/2022

Attest: _____

Attest: _____



**EXHIBIT A
(FORM OF WORK ORDER)**

WORK ORDER NO. [?]

[Client Name]

Project No. [?????????]

This WORK ORDER ("Work Order") is made by and between the **[Client Name]** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on **[??/??/????]** (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

1.1. Garver shall provide the following Services:

1.1.1. **[Insert text here [or] in Appendix A as needed.]**

1.2. In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1. **[Insert text here]**

2. PAYMENT

3. For the Services set forth above, Owner will pay Garver as follows: **[Insert Text Here]**

4. APPENDICES

4.1. The following Appendices are attached to and made a part of this Work Order:

4.2. Appendix A - Scope of Services

4.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

[OWNER NAME]

GARVER, LLC

By: Signature
Signature

By: _____
Signature

Name: Name
Printed Name

Name: _____
Printed Name

Title: Title

Title: _____

Date: Date

Date: _____

Attest: Attest

Attest: _____



**EXHIBIT B
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

**WORK ORDER 1
GARNETT MUNICIPAL AIRPORT (K68)
LAND ACQUISITION**

This WORK ORDER ("Work Order") is made by and between the **City of Garnett, Kansas** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____ (the "Agreement").

Under this Work Order, the Owner intends to complete **Land and Avigation Easement Acquisition** for future improvements to Runway 1-19 at the Garnett Municipal Airport.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Administration & Closeout Services	\$11,340.00	LUMP SUM
Property Surveys and Legal Plats	\$16,140.00	LUMP SUM
Appraisals and Negotiation Assistance	\$48,500.00	COST+FF
TOTAL FEE	\$75,980.00	

Lump Sum Tasks

The lump sum amount to be paid under this Work Order is \$27,480.00. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Cost + Fixed Fee Tasks

The Owner will pay Garver at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these Services, plus payroll and general overhead costs of 191.01% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion

of the Services, plus a fixed fee of \$887.09. Estimated cost of these Services, including the fixed fee is \$48,500.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
5. \$20 per hour for GPS survey equipment use.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Work Order. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the rates shown in this Appendix B for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 30, 2023.

SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Exhibit A - Scope of Services
 - 3.1.2 Exhibit B – Fee Spreadsheet
 - 3.1.3 Exhibit C – Certification of Engineer
 - 3.1.4 Exhibit D – Federal Contract Provisions for A/E Agreements
 - 3.1.5 Exhibit E – K68 Exhibit A Property Map

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF GARNETT, KANSAS

GARVER, LLC

By: _____
Signature

By: Colin Bible
Signature

Name: Travis Wilson
Printed Name

Name: Colin M. Bible, PE
Printed Name

Title: City Manager

Title: Senior Project Manager

Date: _____

Date: 12/23/2022

Attest: _____

Attest: Caleb R Coltrane



EXHIBIT A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to Runway 1-19 at the Garnett Municipal Airport. Improvements will consist primarily of land and aviation easement acquisition for runway construction, obstruction mitigation, and protection of Runway Protection Zones and AWOS critical areas as Shown in Exhibit E.

- Project Administration & Grant Closeout Services
- Land Acquisition Services
- Additional Negotiation Services

1. PROJECT ADMINISTRATION & GRANT CLOSEOUT

- 1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.
- 1.2. Garver will conduct the following Project Administration Services:
 1. Management of and coordination with subconsultants.
 2. Prepare FAA Grant Application and Sponsor Certifications (2 grants)
 3. Prepare Invoice Summaries for grant reimbursement (2 grants)
- 1.3. Project Closeout: At the conclusion of land acquisition, Garver will assist the Owner with project closeout by providing all the necessary documents required for FAA grant closeout including SF-271, SF-425, final Invoice Summary, and updated Exhibit A Property Map (to SOP3.0 requirements).

2. LAND ACQUISITION SERVICES

Garver will provide Land Acquisition Services for the following Tracts identified in Exhibit E.

- Tract 5 – Fee Simple Acquisition including Residential Relocation
 - Tract 6 – Fee Simple Acquisition
 - Tract 7 – Aviation Easement
 - Tract 8 – Aviation Easement
 - Tract 11 – Aviation Easement
 - Roadway Easement Acquisition for County Road Relocation.
- 2.1. Boundary Surveys & Platting (Agricultural Engineering Associates): Garver will provide mapping as required for preparing Land/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include boundary survey exhibits and legal descriptions of the 6 properties/easements to be acquired, based on record data provided by an abstractor. Tasks include:
 1. Research Anderson County survey records for the properties.
 2. Prepare legal document plat for land acquisition. The document will be signed and sealed by a registered Kansas Land Surveyor.
 3. After the properties have been acquired, pins will be set at the new property corners.
 - 2.2. Title Search (Midwest ROW): Order preliminary title search to confirm ownership and encumbrances on property title.



- 2.3. Appraisal/Appraisal Review (Midwest ROW): Garver will assist the Owner with obtaining appraisals and review appraisals for the parcels to be acquired. Appraisal will be completed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (the Yellow Book). Garver shall assist the Owner with completing an appraisal review of the completed appraisal.
- 2.4. Negotiation Assistance (Garver & Midwest ROW): Garver will compose a written offer of just compensation for the property to be acquired, including the appraised value. Garver will assist the Owner with negotiations for the acquisition of the subject tract of land to be acquired. A written offer will then be presented to the property owner. We will attempt to meet with the property owner at least three times, if necessary.

If necessary, recommendations for a negotiated settlement will be made to the City of Garnett, Kansas and the Airport Authority. Midwest Right of Way Services, Inc. will submit an administrative settlement letter which will outline the reasons for recommending a settlement. When an agreement is reached, we will obtain the necessary signatures of all interested parties on the conveyance documents.

Garver will coordinate the final offer accepted by both parties with a local title closing company and coordinate closing costs with local title closing company.

3. PROJECT DELIVERABLES

- 3.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
- FAA Grant Application, Reimbursement, and Closeout Documents
 - Boundary surveys, appraisals, review appraisals, and offer documents for each parcel to be acquired.
 - Updated Exhibit A Property Map.
 - Other electronic files as requested.

4. ADDITIONAL SERVICES

- 4.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
- Deliverables beyond those listed herein.
 - Eminent domain assistance.
 - Design of any utility relocation.
 - Engineering, architectural, or other professional services beyond those listed herein.
 - Design, Bidding Services, Construction Administration Services, On-Site Construction Observation, or Construction Materials Testing for clearing and fencing new property.
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
 - Litigation assistance.

5. SCHEDULE

- 5.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B

**City of Garnett
K68 Land Acquisition**

FEE SUMMARY

Title I Service	Estimated Fees	
Project Administration & Grant Closeout	\$	11,340.00
Surveys And Legal Plats	\$	16,140.00
Appraisals & Negotiation Assistance	\$	48,500.00
Subtotal for Title I Service	\$	75,980.00

Exhibit B

City of Garnett K68 Land Acquisition

Project Administration & Grant Closeout

WORK TASK DESCRIPTION	E-5	E-3	E-1	- Select Category -
	hr	hr	hr	hr
1. Project Administration				
Project Management, Invoicing, & Schedule	2	8		
Subconsultant Agreements & Invoicing		8		
Coordination with Client & FAA		8		
Prepare FAA Grant Application & Certifications		4	8	
Develop FAA Invoice Summaries for Reimbursement (2 estimated)		4	4	
<i>Prepare Grant Closeout Documents</i>				
Cover Letter		1	1	
SF-271, SF-425, & Final Invoice Summary		2	2	
Update Exhibit A Property Map		1	4	
Grant and Assurances		4	4	
Subtotal - Project Administration	2	40	23	0

Hours	2	40	23	0
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SUBTOTAL - SALARIES:	\$3,357.26
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$6,412.70
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$104.54
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$104.54
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SUBTOTAL:	\$9,874.50
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SUBCONSULTANTS FEE:	\$0.00
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PROFIT (15% on Labor and Overhead only)	\$1,465.49
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TOTAL FEE:	\$11,340.00
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Exhibit B

City of Garnett K68 Land Acquisition

Surveys and Legal Plats

WORK TASK DESCRIPTION	E-3	S-4	2-Man Crew (Survey)
	hr	hr	hr
1. Surveys & Platting			
Coordination with Survey Team	6		
County Survey Record Research	Sub		
Establish Control and locate existing control	Sub		
Surveys - Field Work (6 properties)	Sub		
Data Processing/Preparation	Sub		
Survey Exhibits and Legal Descriptions (6 properties)	Sub		
Set New Property Corners	Sub		
Subtotal - Surveys & Platting	6	0	0

Hours	6	0	0
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SUBTOTAL - SALARIES:	\$338.70
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$646.95
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$6.50
GPS Survey Equipment (Hourly Use)	\$0.00

Travel Costs	\$0.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$6.50
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SUBTOTAL:	\$992.15
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SUBCONSULTANTS FEE:	\$15,000.00
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PROFIT (15% on Labor and Overhead only)	\$147.85
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TOTAL FEE:	\$16,140.00
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Exhibit B**City of Garnett
K68 Land Acquisition****Appraisals & Negotiation Assistance**

WORK TASK DESCRIPTION	E-3	S-4	2-Man Crew (Survey)	- Select Category -	- Select Category -	- Select Category -	- Select Category -
	hr	hr	hr	hr	hr	hr	hr
1. Appraisals & Negotiation Assistance							
Coordination with Midwest ROW	8						
Negotiation Meetings with Property Owners (3'	24						
Quality Control (QC) Review	4						
Subtotal - Appraisals & Negotiation Assistance	36	0	0	0	0	0	0

Hours	36	0	0	0	0	0	0
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SUBTOTAL - SALARIES:	\$2,032.20
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$3,881.71
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$232.41
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$606.60

<u>Travel Costs</u>			
0	Survey Truck Mileage @	\$0.675	per Mile
960	Vehicle Mileage @	\$0.585	per Mile
0	Days Lodging Per Diem	\$103.00	per Night
3	Meals @	\$15.00	per Meal

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$839.01
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SUBTOTAL:	\$6,752.92
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SUBCONSULTANTS FEE (Midwest ROW):	\$40,860.00
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PROFIT (15% on Labor and Overhead only)	\$887.09
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TOTAL FEE:	\$48,500.00
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EXHIBIT C

AIRPORT IMPROVEMENT AID PROJECT: 3-20-0025-014
STATE: Kansas

CERTIFICATION OF ENGINEER

I hereby certify that I am Colin Bible and duly authorized representative of the firm of GARVER, LLC, whose address is 1995 Midfield Road, Wichita, KS, 67209, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By Colin Bible

DATE:

12/23/2022

EXHIBIT D

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

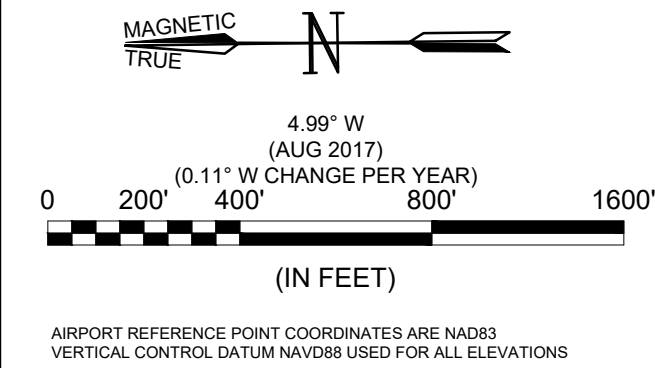
Reference: 2 CFR § 200 Appendix II (G)


Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

File: L:\2018\18161010 - K88 Master Plan Update\Drawings\K88-ALP-APM.dwg Last Save: 11/1/2021 9:34 AM Last saved by: ERM\mstrong
Last plotted by: Amarong, Eric R. Plot Date: 11/28/2022 3:16 PM Plotter used: DWG to PDF.pc3

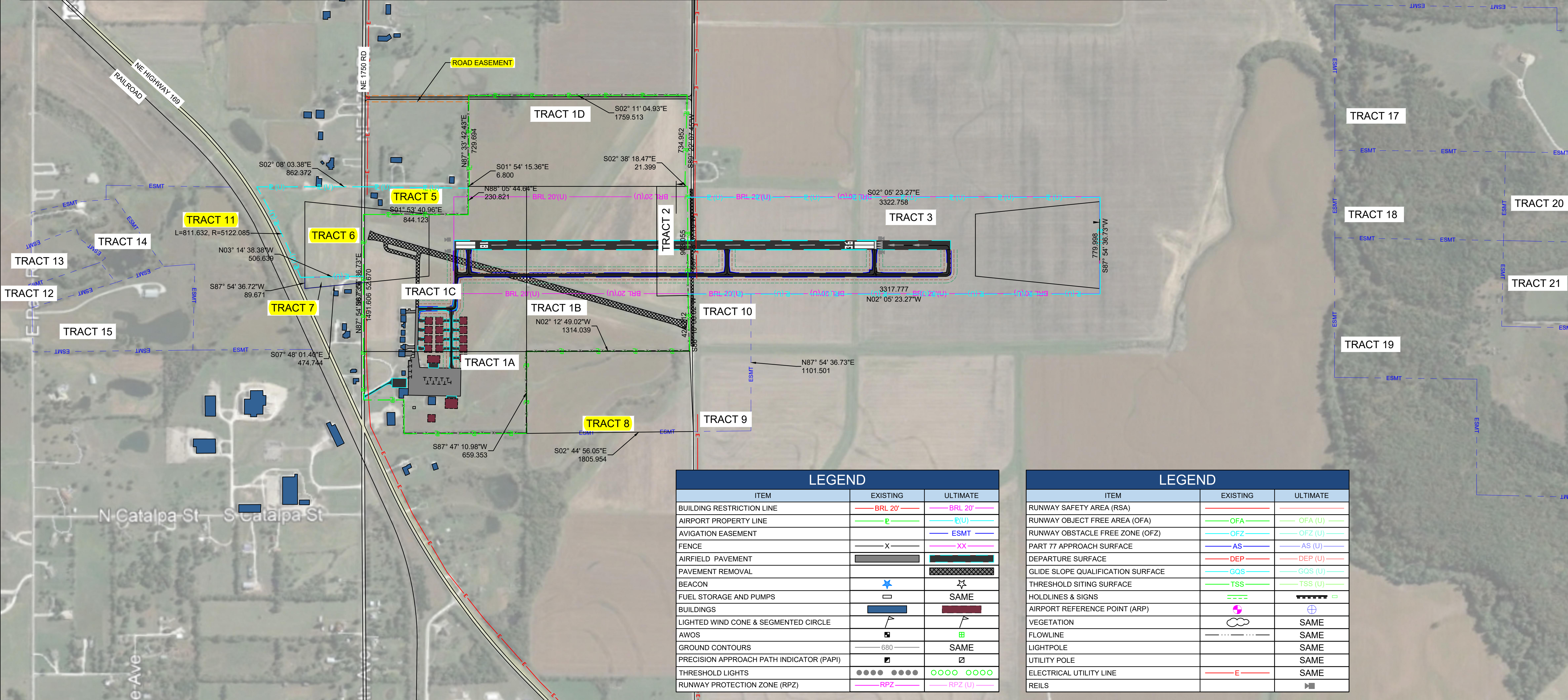
EXISTING AIRPORT PROPERTY										
TRACT/PARCEL	ACREAGE	GRANTOR	PROPERTY INTEREST	OWNERSHIP	USAGE	PROJECT ACQUIRED UNDER	RECORDING	DATE	PURPOSE OF ACQUISITION	CONVEYENCE INSTRUMENT
1-A	18	A.R. DANIEL	FEE SIMPLE	CITY OF GARNETT	RUNWAY & BUILDINGS	C.A.A. NO. 9-14-041-801	BOOK 110, PAGE 235	NOVEMBER, 1948	CURRENT USE	WARRANTY DEED
1-B	35	A.R. DANIEL	FEE SIMPLE	CITY OF GARNETT	RUNWAY & BUILDINGS	C.A.A. NO. 9-14-041-801	BOOK 110, PAGE 235	NOVEMBER, 1948	CURRENT USE	WARRANTY DEED
1-C	36.3	H.R. & FRANCIS SUTTON	FEE SIMPLE	CITY OF GARNETT	RUNWAY & BUILDINGS	C.A.A. NO. 9-14-041-801	BOOK 110, PAGE 233	NOVEMBER, 1948	CURRENT USE	WARRANTY DEED
1-D	31	GEORGE JACKSON	FEE SIMPLE	CITY OF GARNETT	RUNWAY & BUILDINGS	C.A.A. NO. 9-14-041-801	BOOK 110, PAGE 234	NOVEMBER, 1948	CURRENT USE	WARRANTY DEED
2	5.02	JAMES & CAROL LEE	FEE SIMPLE	CITY OF GARNETT	RUNWAY BRL	A.I.P. NO. 3-20-0025-07	BOOK 172, PAGE 132	MAY, 2012	CURRENT USE	WARRANTY DEED
ULTIMATE AIRPORT PROPERTY										
TRACT/PARCEL	ACREAGE	GRANTOR	PROPERTY INTEREST	OWNERSHIP	USAGE	PROJECT ACQUIRED UNDER	RECORDING	DATE	PURPOSE OF ACQUISITION	CONVEYENCE INSTRUMENT
3	59.43	~~	FEE SIMPLE	GLEN CALDWELL	RUNWAY CONSTRUCTION	TBD	TBD	TBD	ULTIMATE USE	WARRANTY DEED
5	4.18	~~	FEE SIMPLE	JOSEPH & KARI MALOAN	RUNWAY CONSTRUCTION	TBD	TBD	TBD	ULTIMATE USE	WARRANTY DEED
6	16.49	~~	FEE SIMPLE	DUDLEY FEUERBORN	RUNWAY PROTECTION ZONE	TBD	TBD	TBD	ULTIMATE USE	WARRANTY DEED
7	0.77	~~	EASEMENT	DOUGLAS DAVIS	RUNWAY PROTECTION ZONE	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
8	19.87	~~	EASEMENT	DUDLEY FEUERBORN	AWOS PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
9	7	~~	EASEMENT	GLEN CALDWELL	AWOS PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
10	4.22	~~	EASEMENT	CALDWELL FARMS	AWOS PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
11	24.78	~~	EASEMENT	DUDLEY FEUERBORN	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
12	3.01	~~	EASEMENT	JOSEPH DOUGHERTY	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
13	3.25	~~	EASEMENT	THOMAS DOUGHERTY	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
14	7.38	~~	EASEMENT	JACOB ERNEST	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
15	16.65	~~	EASEMENT	KURT KLEIN	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
17	54.2	~~	EASEMENT	JAMES JOHNSON	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
18	19.47	~~	EASEMENT	RICHARD DORAN	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
19	67.29	~~	EASEMENT	GERALD WIGHT	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
20	17.41	~~	EASEMENT	ERIC DORAN	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT
21	16.88	~~	EASEMENT	EVAN DORAN	APPROACH SURFACE PROTECTION	TBD	TBD	TBD	ULTIMATE USE	EASEMENT





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EXHIBIT E



LEGEND		
ITEM	EXISTING	ULTIMATE
BUILDING RESTRICTION LINE	—BRL 20'—	—BRL 20'—
AIRPORT PROPERTY LINE	—P—	—P(U)—
AVIGATION EASEMENT	—E—	—ESMT—
FENCE	—X—	—XX—
AIRFIELD PAVEMENT		
PAVEMENT REMOVAL		
BEACON		
FUEL STORAGE AND PUMPS		SAME
BUILDINGS		
LIGHTED WIND CONE & SEGMENTED CIRCLE		
AWOS		
GROUND CONTOURS	—680—	SAME
PRECISION APPROACH PATH INDICATOR (PAPI)		
THRESHOLD LIGHTS		
RUNWAY PROTECTION ZONE (RPZ)	—RPZ—	—RPZ (U)—

LEGEND		
ITEM	EXISTING	ULTIMATE
RUNWAY SAFETY AREA (RSA)	—RSA—	—RSA (U)—
RUNWAY OBJECT FREE AREA (OFA)	—OFA—	—OFA (U)—
RUNWAY OBSTACLE FREE ZONE (OFZ)	—OFZ—	—OFZ (U)—
PART 77 APPROACH SURFACE	—AS—	—AS (U)—
DEPARTURE SURFACE	—DEP—	—DEP (U)—
GLIDE SLOPE QUALIFICATION SURFACE	—GQS—	—GQS (U)—
THRESHOLD SITING SURFACE	—TSS—	—TSS (U)—
HOLDLINES & SIGNS	—H—	—H—
AIRPORT REFERENCE POINT (ARP)		
VEGETATION		SAME
FLOWLINE	—F—	SAME
LIGHTPOLE		SAME
UTILITY POLE		SAME
ELECTRICAL UTILITY LINE	—E—	SAME
REILS		

BY				
DESCRIPTION				
DATE				
REV.				

GARNETT MUNICIPAL AIRPORT
GARNETT, KANSAS

EXHIBIT A PROPERTY MAP

JOB NO.: 18161010
DATE: NOV 2022
DESIGNED BY: JWP
DRAWN BY: ERA

BAR IS ONE INCH ON ORIGINAL DRAWING
1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXH-A

SHEET NUMBER
21

PROCLAMATION

A PROCLAMATION DECLARING JANUARY 22-28, 2023 AS GARNETT SCHOOL CHOICE WEEK BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, all children in Garnett should have access to the highest quality education possible; and,

WHEREAS, Garnett recognizes the important role that an effective education plays in preparing all students in Garnett to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Garnett; and,

WHEREAS, Garnett is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, Garnett has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Jason Sheahan, Mayor of the City of Garnett, Kansas, by virtue of the authority vested in me by the Charter and laws of the City of Garnett, do hereby recognize January 22-28, 2023 as Garnett School Choice Week, and I call this observance to the attention of all our citizens.

Mayor

Attest:

Patricia Brewer, City Clerk



**RESOLUTION 2023-1
DESIGNATION OF THE OFFICIAL CITY NEWSPAPER**

A RESOLUTION DESIGNATING THE ANDERSON COUNTY REVIEW AS THE OFFICIAL CITY NEWSPAPER FOR THE CITY OF GARNETT, KANSAS.

WHEREAS, the ANDERSON COUNTY REVIEW, a weekly newspaper having been published at least one (1) year prior hereto and having been published at least fifty (50) times a year, and having general circulation within the City of Garnett and conforming in all other respects to the statutes of the State of Kansas, covering official publications for cities of the second class, is hereby designated as the official City newspaper for the City of Garnett, Kansas.

**APPROVED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____
day of January, 2023.**

ATTEST:

Patricia Brewer, City Clerk

Mayor



**RESOLUTION 2023-2
GAAP WAIVER RESOLUTION**

A RESOLUTION REQUESTING WAIVER OF THE REQUIREMENTS OF K.S.A. 75-1120a(a) AS THEY APPLY TO THE CITY OF GARNETT, KANSAS FOR THE YEAR ENDING DECEMBER 31ST, 2022.

WHEREAS, the City of Garnett, Kansas, has determined that the financial statements and financial reports for the year ending December 31st, 2022 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the City Commission or the members of the general public of the City of Garnett, and;

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) as they apply to the City of Garnett for the year ending December 31st, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS THAT the Director of Accounts and Reports of the State of Kansas grant a waiver, pursuant to K.S.A. 75-1120a(c)(1), to the City of Garnett and the City Commission thereof from the requirements of K.S.A. 75-1120a(a) as to all financial reports of the City for the year ending December 31st, 2023.

BE IT FURTHER RESOLVED THAT the City Commission shall cause the financial statements and financial reports of the City of Garnett to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2023.

Mayor

ATTEST:

Patricia Brewer, City Clerk



RESOLUTION 2023-3

A RESOLUTION DESIGNATING PATRIOTS BANK (OF GARNETT, KANSAS) AS THE OFFICIAL DEPOSITORY OF DRUG SEIZURE FUNDS OF THE GARNETT POLICE DEPARTMENT, CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANK.

NOW, THEREFORE BE IT RESOLVED THAT, Patriots Bank, Garnett, Kansas, be and it is hereby designated as the official depository for the deposit of the Garnett Police Department, City of Garnett, Kansas, obtained directly or indirectly by from drug seizures.

BE IT FURTHER RESOLVED, that, all transactions with respect to deposits, withdrawals, rediscounts, and borrowings by or on behalf of the Garnett Police Department, City of Garnett, Kansas, may be executed by any three (3) of the following named persons, to-wit:

Travis Wilson
Kurt King
Todd Turner
Deborah Swanson

and such power and authority of said persons shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and maintaining one or more safe deposit boxes; and to borrow money on behalf of the Garnett Police Department, City of Garnett, Kansas; provided, however, such

borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

BE IT FURTHER RESOLVED, the City Clerk, under seal of the City of Garnett, Kansas, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IT FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the depository bank.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2023.

ATTEST:

Patricia Brewer, City Clerk

Mayor



**RESOLUTION 2023-4
DESIGNATING PATRIOTS BANK AS OFFICIAL DEPOSITORY FOR
MUNICIPAL COURT FUNDS**

A RESOLUTION DESIGNATING PATRIOTS BANK (OF GARNETT, KANSAS) AS THE OFFICIAL DEPOSITORY OF THE FUNDS OF THE GARNETT MUNICIPAL COURT, CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANK.

WHEREAS, Patriots Bank, Garnett, Kansas, be and it is hereby designated as the official depository for the deposit of court funds and bonds of the Garnett Municipal Court, City of Garnett, Kansas.

WHEREAS, All transactions with respect to deposits, withdrawals, rediscounts and borrowings by or on behalf of the Garnett Municipal Court, City of Garnett, Kansas, at any such officially designated depository bank may be executed by any three (3) of the following named Garnett Municipal Court officials, to-wit:

Travis Wilson
Patricia Brewer
Diane Hastert
Colleen Kalleck
Amanda Patterson
Jordan Gorton
Monica Hill
Kaley Nilges

and such power and authority of said officials shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and

maintaining one or more safe deposit boxes; and to borrow money on behalf of the Garnett Municipal Court, City of Garnett, Kansas; provided, however, such borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

WHEREAS, The City Clerk, under seal of the City, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IT FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the affected depository bank.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2023.

ATTEST:

Patricia Brewer, City Clerk

Mayor



**RESOLUTION 2023-5
DESIGNATING GSSB, PATRIOTS BANK, AND FARMERS STATE BANK AS
OFFICIAL DEPOSITORIES**

A RESOLUTION DESIGNATING GOPPERT STATE SERVICE BANK, PATRIOTS BANK (OF GARNETT, KANSAS) AND FARMERS STATE BANK OF BLUE MOUND (GARNETT BRANCH) AS OFFICIAL DEPOSITORIES OF THE FUNDS OF THE CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANKS.

WHEREAS, Goppert State Service Bank, Garnett, Kansas, Patriots Bank, Garnett, Kansas, and Farmers State Bank (Garnett Branch), Blue Mound, Kansas, be and they hereby are designated as official depositories for the deposit of public funds of the City of Garnett, Kansas.

WHEREAS, All transactions with respect to deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Garnett, Kansas, at any such officially designated depository banks may be executed by any three (3) of the following named city officials, to-wit:

Travis Wilson
Patricia Brewer
Diane Hastert
Colleen Kalleck
Amanda Patterson
Jordan Gorton
Monica Hill
Kaley Nilges

and such power and authority of said officials shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and maintaining one or more safe deposit boxes; and to borrow money on behalf of the

City of Garnett, Kansas; provided, however, such borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

WHEREAS, The City Clerk, under seal of the City, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IS FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the affected depository bank.

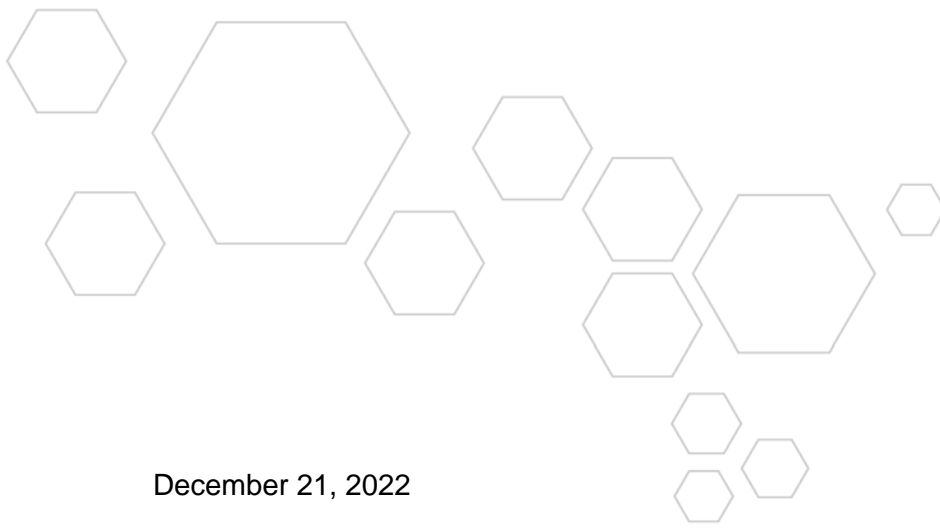
ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this _____
day of January, 2023.

Mayor

ATTEST:

Patricia Brewer, City Clerk





December 21, 2022

To: James DePriest

Re: Gas Relocation

1120 NW US Highway 24
Topeka, KS 66608
Office 785.232.0034
Fax 785.232.4233
www.GoNPL.com

Dear Lisa,

In response to your RFP concerning the aforementioned project, NPL Construction Company estimates the job to be complete in 45 working days with tolerant weather, common pipe depths and the no rock at the requested bury depth. NPL will relocate the gas main from Dairy Queen apx 2000' south and tie into the 1.25" south of 4th Ave. This will include service tie overs and east/west main replacement to nearest polly tie ins. NPL will also relocate the 1.25" main on the NW corner of 1st Ave and N Maple St. and extend the 1.25" on the west side of Maple at 2nd ave to allow the abandonment of the service crossing in that area. Any rock encountered at requested install depth will be billed per cubic yard removed. All quantities are estimated, only actual unites completed will be billed. See page two for Unit chart.

Project Complete----- \$155,991.40 + applicable taxes

Please contact me at your earliest convenience, for any additional information, clarifications or other question you may have regarding the work.

Sincerely,

Jesse Chamley

Special Projects Superintendent jchamley@gonpl.com

Office 785.232.0034

Extension 77713

Fax 785.232.4233

Mobile 785-213-2320



1120 NW US Highway 24
Topeka, KS 66608
Office 785.232.0034
Fax 785.232.4233
www.GoNPL.com

<u>Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
General				
Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00
Seeding & Restoration	LS	1	\$ 5,000.00	\$ 5,000.00
Gas Line Replacement				
Existing Gas Main Purge and Abandon	LS	1	\$ 5,000.00	\$ 5,000.00
4" MDPE Gas Main	LF	2000	\$ 30.00	\$ 60,000.00
2" and 1.25" Gas Main	LF	1500	\$ 25.35	\$ 38,025.00
4" Tie In	EA	3	\$ 2,000.00	\$ 6,000.00
2" & 1.25" Tie In	EA	11	\$ 1,310.00	\$ 14,410.00
Service Connection	EA	16	\$ 1,069.00	\$ 17,104.00
1" MDPE Service Pipe	LF	80	\$ 11.28	\$ 902.40
Gravel Surfacing	SY	70	\$ 65.00	\$ 4,550.00
Rock Removal	CY	0	\$ 229.00	\$ -
				\$ 155,991.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GOVERNMENT ADMINISTRAT	GENERAL	ADVANTAGE COMPUTER	COLLEEN PC MAINT	30.00
		BRIGHTSPEED COMMUNICATIONS	CITY HALL PHONE	112.60
		DIGITAL CONNECTIONS, INC.	CITY HALL COPIES	153.22
		GARNETT PUBLISHING, INC.	ORD. 4243 SUMMARY	31.85
		HILL, MONICA	HILL, MONICA	24.36
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	3,250.00
		KANSAS STATE TREASURER	STATE COURT COLLECTION FEE	1,143.50
		MILLER HARDWARE	CITY HALL BLDG MAINT	16.99
		PITNEY BOWES GLOBAL FIN SERV	LEASE 2022	165.57
		PITNEY BOWES PURCHASE POWER	DEC 2022 PURCHASE	210.50
		VISA - CARD SERVICES	MICROSOFT ADMIN	24.32
			ADMIN MEETING EXPENSE	54.47
			ADMIN JANITORIAL	31.27
			ADMIN DUES/SUBSCRIPTIONS	329.60
			ADMIN OFFICE SUPPLY	81.91
			ADMIN COMPUTER MAINT	399.99
			ADOBE ADMIN	32.38
		VERIZON	ADMIN	68.55
			TOTAL:	6,161.08
COMMUNITY DEVELOPMENT	GENERAL	AMERICAN SOLUTIONS FOR BUSINESS	COPY PAPER TOWN TALK	545.00
		COUNTRYSIDE VET CLINIC, INC.	DOG(2) ADOPTION	112.00
			CAT(1) ADOPTION	84.00
			DOG(1) DISPOSED	121.00
			CAT(2) DISPOSED	214.00
			AFTER HRS (1)	125.00
		DIGITAL CONNECTIONS, INC.	COMM DEV COPIES	153.23
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,250.00
		EVERGY	COM DEV #7745674439	24.98
		VISA - CARD SERVICES	MICROSOFT COMDEV	6.08
			COM DEV JANITORIAL	17.49
			COM DEV OFFICE SUPPLY	4.65
			ADOBE COM DEV	21.69
		VERIZON	ZONING/ANIMAL CONTROL	87.70
			TOTAL:	2,766.82
PARKS, RECREATION & CE	GENERAL	BSN SPORTS, LLC	WHISTLES (40)	134.98
		GERKEN RENT-ALL, INC	NORTH LAKE PORTABLE TOILET	357.50
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	2,750.00
		EVERGY	PARKS #5102657023	19.46
			PARKS #9127811310	57.37
			CAMPSITE #0638664876	27.64
		MILLER HARDWARE	PARKS TOOL PURCHASE	18.98
			PARK EQUIP MAINT	30.52
			PARK BLDG MAINT	8.58
			PARK CHEMICAL	70.00
			REC CENTER EQUIP MAINT	14.99
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
		SAM'S CLUB	RECREATION VACUUMS (2)	804.98
		VISA - CARD SERVICES	MICROSOFT REC CENTER	3.04
		WITTMAN NAPA AUTO PARTS	PARK VEHICLE	584.41
		KLEHAMMER, BRENDA JE'NELLE	DECEMBER YOGA(12) AT 15.00	180.00
			TOTAL:	5,113.31
STREET & STORMWATER	GENERAL	ANDERSON COUNTY SOLID WASTE	STREET TIRE DISPOSAL	12.54
		BERRY TRACTOR & EQUIPMENT	MIRROR	71.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GARNETT HOME CENTER	MEASURING CUP	2.19
		HAMPPEL OIL DISTRIBUTORS, INC.	STREET 13%	209.53
		IOLA AUTO PARTS, LLC.	BRINE BLDG	147.39
			BRINE BLDG	36.26
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,250.00
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	BRINE BLDG	75.96
		MILLER HARDWARE	STREET TOOL PURCHASE	326.45
			STREET EQUIP MAINT	358.82
			STREET OFFICE SUPPLY	13.99
		OLATHE WINWATER WORKS CO.	BRINE BLDG	70.00
		ROADBUILDERS MACHINERY & SUPPLY CO., I	STREET	985.29
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
		VISA - CARD SERVICES	MICROSOFT STREET	0.61
			STREET KMU CLASSES	17.56
			STREET OFFICE SUPPLY	4.65
		VERIZON	STREET - DEPT HEAD	41.35
		WITTMAN NAPA AUTO PARTS	STREET TOOL PURCHASE	180.88
			STREET VEHICLE	548.12
			STREET EQUIP MAINT	58.90
		WOLKEN GOODYEAR, INC.	FLOW TIRE MOUNT	10.00
			TOTAL:	4,472.55
MUNICIPAL AIRPORT	AIRPORT	BRUMMEL FARM SERVICE	AIRPORT BLDG MAINT	500.00
			AIRPORT CHEMICAL	641.00
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	500.00
		MILLER HARDWARE	AIRPORT BLDG MAINT	293.34
			AIRPORT EQUIP MAINT	200.00
			AIRPORT OFFICE SUPPLY	43.98
		SCHETTLER, PAT	REMB FOR AVIATION RADIO	255.20
		VISA - CARD SERVICES	AIRPORT OFFICE SUPPLY	105.86
		VERIZON	AIRPORT	41.35
			TOTAL:	2,580.73
LIBRARY	LIBRARY	AMAZON	LIBRARY PURCHASE	101.42
			LIBRARY PURCHASE	22.12
		BAKER & TAYLOR BOOKS	BOOKS (4)	63.31
			LIBRARY BOOKS (3)	49.33
		DIGITAL CONNECTIONS, INC.	COPIES - LIBRARY	64.62
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	2,750.00
		MILLER HARDWARE	JANITORIAL	15.99
			TOTAL:	3,066.79
FIRE DEPARTMENT	PUBLIC SAFETY	APPARATUS SERVICES, L.L.C.	VALVE AND KIT	302.89
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,000.00
		VISA - CARD SERVICES	MICROSOFT FIRE	3.04
			FIRE TOOL PURCHASE	373.10
			FIRE OFFICE SUPPLY	145.86
			TOTAL:	1,824.89
POLICE DEPARTMENT	PUBLIC SAFETY	ADVANTAGE COMPUTER	POLICE - WINDOWS PRO10	1,390.00
		GALLS LLC	POLICE UNIFORM	112.93
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	3,250.00
		VISA - CARD SERVICES	MICROSOFT POLICE	15.20
			POLICE TRAINING TRAVEL	49.04
			POLICE TRAINING	648.00
			POLICE TOW STICKERS	101.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLICE EQUIP MAINT	98.53
		VERIZON	POLICE DEPARTMENT	404.47
		WEX BANK	PD FUEL	1,225.54
			TOTAL:	7,294.71
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ELEC PROD	218.51
		BRIGHTSPEED COMMUNICATIONS	JAN 2023 ACCESS BILLING	602.36
			POWER PLANT PHONE	46.89
		CINTAS CORPORATION # 430	JANITORIAL	71.06
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,000.00
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
			TOTAL:	1,989.68
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	LINE SUPPLY	2,964.96
			DISTRIBUTION SYSTEM	394.00
		CINTAS CORPORATION # 430	JANITORIAL	8.78
			UNIFORMS	141.12
			JANITORIAL	8.78
			UNIFORMS	130.72
		HAMPEL OIL DISTRIBUTORS, INC.	ELEC 13%	209.53
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	750.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES ELEC	17.40
		LEO'S AUTO SUPPLY, INC.	ELEC HEET	6.00
		MILLER HARDWARE	ELED EQUIP MAINT	49.41
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
		STANION WHOLESALE ELECT. CO.	ELEC CONDUIT	59.22
			ELEC CONDUIT	395.45
		VERIZON	ELEC - DEPT HEAD	46.35
		WITTMAN NAPA AUTO PARTS	ELEC TOOL PURCHASE	5.55
			TOTAL:	5,238.13
GAS	GAS	BRUMMEL FARM SERVICE	GAS- OXYGEN	40.00
		DC & B SUPPLY	STOP BLACK (5)	199.35
			REGULATOR (10)	928.60
			DRIVE-IN AND STEEL NIPPLE	580.98
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,250.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES GAS	17.40
		MILLER HARDWARE	GAS TOOL PURCHASE	223.95
			GAS TOOL PURCHASE	64.98
			GAS EQUIP MAINT	33.99
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
		VISA - CARD SERVICES	MICROSOFT GAS	0.60
			GAS OFFICE SUPPLY	4.65
			ADOBE GAS SPLIT	10.79
			TOTAL:	3,406.15
SANITATION	SANITATION	ANDERSON COUNTY SOLID WASTE	TON 180.67 TON	8,130.15
		HAMPEL OIL DISTRIBUTORS, INC.	TRASH 74%	1,192.70
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	500.00
		JEFF'S TOWING & RECOVERY LLC	TRASH TRUCK	638.00
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.86
		TRUSTPOINT INSURANCE	2006 DUMP TRUCK ADDITION	410.00
			2023 TRASH TRUCK ADDITION	913.00
		VISA - CARD SERVICES	MICROSOFT TRASH	0.61
		WITTMAN NAPA AUTO PARTS	TRASH TOOL PURCHASE	22.70
			TRASH VEHICLE	148.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	12,006.05
WASTEWATER	WASTEWATER	BRIGHTSPEED COMMUNICATIONS	WASTEWATER PHONE	118.20
			WASTEWATER INTERNET	118.19
		JOHNSON COUNTY GOVERNMENT	WASTEWATER TESTING	35.50
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,000.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES WASTEWATER	17.40
		LLOYD HAROLD	REPLACE OUTDOOR TRANSFORME	1,757.00
		MILLER HARDWARE	SEWER EQUIP MAINT	7.37
		OLATHE WINWATER WORKS CO.	BLACK STEEL NIPPLE (3)	552.00
		VISA - CARD SERVICES	MICROSOFT WWATER	0.61
			WWATER EQUIP MAINT	216.00
		VERIZON	WASTEWATER	41.35
			TOTAL:	3,863.62
WATER	WATER	EUROFINS EATON ANALYTICAL, INC	CHEMICALS	200.00
		HAWKINS, INC.	CHLORINE CYLINDER	10.00
			CHEMICALS	2,132.73
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	2,250.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES WATER	17.40
		MILLER HARDWARE	WATER TOOL PURCHASE	23.99
			WATER FITTINGS/VALVES	40.75
		OLATHE WINWATER WORKS CO.	WATER TOOL PURCHASE	180.00
			WATER INVENTORY	524.00
		LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	50.84
		VISA - CARD SERVICES	MICROSOFT WATER	0.60
			WATER OFFICE SUPPLY	4.64
			WATER JANITORIAL	195.69
			WATER POSTAGE-TESTING	121.80
			ADOBE WATER SPLIT	10.80
			WATER EQUPT RESERVE	154.09
			WATER AIR TESTING	50.00
			TOTAL:	5,967.33
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	1,000.00
		VISA - CARD SERVICES	MICROSOFT ECO DEV	3.04
			ECO DEV COMM PROG	21.16
			ECO DEV MTG EXP	89.16
			ECO DEV OFFICE SUPPLY	16.18
			ECO DEV JANITORIAL SPLIT	4.23
			TOTAL:	1,133.77
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	PKSIDE 1 PHONE	91.57
			PKSIDE INTERNET	89.99
		DIGITAL CONNECTIONS, INC.	PKSIDE #1	43.60
		GARNETT HOME CENTER	PKSIDE #1	109.35
		HD SUPPLY,INC	PKSIDE 1	206.01
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	416.66
		QUILL CORPORATION	PKSIDE #1	82.38
		VISA - CARD SERVICES	PKSIDE 1 SAM CLUB DUES	16.67
			PKSIDE EQUIP MAINT	42.31
			TOTAL:	1,098.54
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	PKSIDE 2 PHONE	91.57
			PKSIDE 2 INTERNET	89.99
		DIGITAL CONNECTIONS, INC.	PKSIDE #2	43.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		GARNETT HOME CENTER	PKSIDE #2	40.18
		HD SUPPLY, INC	PKSIDE 2	206.01
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	416.67
		QUILL CORPORATION	PKSIDE #2	82.38
		VISA - CARD SERVICES	PKSIDE 2 SAM CLUB DUES	16.67_
			TOTAL:	987.07
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	PK PLAZ NORTH PHONE	91.57
			PK PLAZ NORTH INTERNET	89.99
		DIGITAL CONNECTIONS, INC.	PK PLAZA NORTH	43.60
		GARNETT HOME CENTER	PK PLAZA NORTH	36.40
		HD SUPPLY, INC	PK PLAZA NORTH	206.01
		JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI	416.67
		QUILL CORPORATION	PK PLAZA NORTH	82.37
		THOLEN HVAC	GHA PPN SERIVCE CALL	470.00
		VISA - CARD SERVICES	PK PLAZA N SAM CLUB DUES	16.66_
			TOTAL:	1,453.27
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	ENGINEERED INSTALLATION SOLUTIONS, LLC	FITNESS COURT INSTALLATION	12,500.00_
			TOTAL:	12,500.00

===== FUND TOTALS =====

101	GENERAL	18,513.76
102	AIRPORT	2,580.73
104	LIBRARY	3,066.79
105	PUBLIC SAFETY	9,119.60
109	ELECTRIC	7,227.81
110	GAS	3,406.15
111	SANITATION	12,006.05
112	WASTEWATER	3,863.62
113	WATER	5,967.33
114	ECONOMIC DEVELOPMENT	1,133.77
115	PARKSIDE #1	1,098.54
116	PARKSIDE #2	987.07
117	PARK PLAZA NORTH	1,453.27
118	CAPITAL IMPROVEMENT	12,500.00

GRAND TOTAL:	82,924.49
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ADVANTAGE COMPUTER	COLLEEN PC MAINT	GENERAL	GOVERNMENT ADMINISTRAT	30.00
	POLICE - WINDOWS PRO10	PUBLIC SAFETY	POLICE DEPARTMENT	1,390.00_
			TOTAL:	1,420.00
AMAZON	LIBRARY PURCHASE	LIBRARY	LIBRARY	101.42
	LIBRARY PURCHASE	LIBRARY	LIBRARY	22.12_
			TOTAL:	123.54
AMERICAN SOLUTIONS FOR BUSINESS	COPY PAPER TOWN TALK	GENERAL	COMMUNITY DEVELOPMENT	545.00_
			TOTAL:	545.00
ANDERSON COUNTY SOLID WASTE	STREET TIRE DISPOSAL	GENERAL	STREET & STORMWATER	12.54
	TON 180.67 TON	SANITATION	SANITATION	8,130.15_
			TOTAL:	8,142.69
ANIXTER, INC.	LINE SUPPLY	ELECTRIC	ELECTRIC DISTRIBUTION	2,964.96
	DISTRIBUTION SYSTEM	ELECTRIC	ELECTRIC DISTRIBUTION	394.00_
			TOTAL:	3,358.96
APPARATUS SERVICES, L.L.C.	VALVE AND KIT	PUBLIC SAFETY	FIRE DEPARTMENT	302.89_
			TOTAL:	302.89
AT & T	ELEC PROD	ELECTRIC	ELECTRIC PRODUCTION	218.51_
			TOTAL:	218.51
BAKER & TAYLOR BOOKS	BOOKS (4)	LIBRARY	LIBRARY	63.31
	LIBRARY BOOKS (3)	LIBRARY	LIBRARY	49.33_
			TOTAL:	112.64
BERRY TRACTOR & EQUIPMENT	MIRROR	GENERAL	STREET & STORMWATER	71.20_
			TOTAL:	71.20
BRIGHTSPEED COMMUNICATIONS	CITY HALL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	112.60
	JAN 2023 ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	602.36
	POWER PLANT PHONE	ELECTRIC	ELECTRIC PRODUCTION	46.89
	WASTEWATER PHONE	WASTEWATER	WASTEWATER	118.20
	WASTEWATER INTERNET	WASTEWATER	WASTEWATER	118.19
	PKSIDE 1 PHONE	PARKSIDE #1	PARKSIDE #1	91.57
	PKSIDE INTERNET	PARKSIDE #1	PARKSIDE #1	89.99
	PKSIDE 2 PHONE	PARKSIDE #2	PARKSIDE #2	91.57
	PKSIDE 2 INTERNET	PARKSIDE #2	PARKSIDE #2	89.99
	PK PLAZ NORTH PHONE	PARK PLAZA NORTH	PARK PLAZA NORTH	91.57
	PK PLAZ NORTH INTERNET	PARK PLAZA NORTH	PARK PLAZA NORTH	89.99_
			TOTAL:	1,542.92
	BRUMMEL FARM SERVICE	AIRPORT BLDG MAINT	AIRPORT	MUNICIPAL AIRPORT
AIRPORT CHEMICAL		AIRPORT	MUNICIPAL AIRPORT	641.00
GAS- OXYGEN		GAS	GAS	40.00_
			TOTAL:	1,181.00
BSN SPORTS, LLC	WHISTLES (40)	GENERAL	PARKS, RECREATION & CE	134.98_
			TOTAL:	134.98
CINTAS CORPORATION # 430	JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	141.12

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	130.72
			TOTAL:	360.46
COUNTRYSIDE VET CLINIC, INC.	DOG(2) ADOPTION	GENERAL	COMMUNITY DEVELOPMENT	112.00
	CAT(1) ADOPTION	GENERAL	COMMUNITY DEVELOPMENT	84.00
	DOG(1) DISPOSED	GENERAL	COMMUNITY DEVELOPMENT	121.00
	CAT(2) DISPOSED	GENERAL	COMMUNITY DEVELOPMENT	214.00
	AFTER HRS (1)	GENERAL	COMMUNITY DEVELOPMENT	125.00
			TOTAL:	656.00
DC & B SUPPLY	STOP BLACK (5)	GAS	GAS	199.35
	REGULATOR (10)	GAS	GAS	928.60
	DRIVE-IN AND STEEL NIPPLE	GAS	GAS	580.98
			TOTAL:	1,708.93
DIGITAL CONNECTIONS, INC.	CITY HALL COPIES	GENERAL	GOVERNMENT ADMINISTRAT	153.22
	COMM DEV COPIES	GENERAL	COMMUNITY DEVELOPMENT	153.23
	COPIES - LIBRARY	LIBRARY	LIBRARY	64.62
	PKSIDE #1	PARKSIDE #1	PARKSIDE #1	43.60
	PKSIDE #2	PARKSIDE #2	PARKSIDE #2	43.60
	PK PLAZA NORTH	PARK PLAZA NORTH	PARK PLAZA NORTH	43.60
			TOTAL:	501.87
ENGINEERED INSTALLATION SOLUTIONS, LLC	FITNESS COURT INSTALLATION	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	12,500.00
			TOTAL:	12,500.00
EUROFINS EATON ANALYTICAL, INC	CHEMICALS	WATER	WATER	200.00
			TOTAL:	200.00
EVERGY	COM DEV #7745674439	GENERAL	COMMUNITY DEVELOPMENT	24.98
	PARKS #5102657023	GENERAL	PARKS, RECREATION & CE	19.46
	PARKS #9127811310	GENERAL	PARKS, RECREATION & CE	57.37
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	27.64
			TOTAL:	129.45
GALLS LLC	POLICE UNIFORM	PUBLIC SAFETY	POLICE DEPARTMENT	112.93
			TOTAL:	112.93
GARNETT HOME CENTER	MEASURING CUP	GENERAL	STREET & STORMWATER	2.19
	PKSIDE #1	PARKSIDE #1	PARKSIDE #1	109.35
	PKSIDE #2	PARKSIDE #2	PARKSIDE #2	40.18
	PK PLAZA NORTH	PARK PLAZA NORTH	PARK PLAZA NORTH	36.40
			TOTAL:	188.12
GARNETT PUBLISHING, INC.	ORD. 4243 SUMMARY	GENERAL	GOVERNMENT ADMINISTRAT	31.85
			TOTAL:	31.85
GERKEN RENT-ALL, INC	NORTH LAKE PORTABLE TOILET	GENERAL	PARKS, RECREATION & CE	357.50
			TOTAL:	357.50
HAMPEL OIL DISTRIBUTORS, INC.	STREET 13%	GENERAL	STREET & STORMWATER	209.53
	ELEC 13%	ELECTRIC	ELECTRIC DISTRIBUTION	209.53
	TRASH 74%	SANITATION	SANITATION	1,192.70
			TOTAL:	1,611.76

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HAWKINS, INC.	CHLORINE CYLINDER	WATER	WATER	10.00
	CHEMICALS	WATER	WATER	2,132.73_
			TOTAL:	2,142.73
HD SUPPLY, INC	PKSIDE 1	PARKSIDE #1	PARKSIDE #1	206.01
	PKSIDE 2	PARKSIDE #2	PARKSIDE #2	206.01
	PK PLAZA NORTH	PARK PLAZA NORTH	PARK PLAZA NORTH	206.01_
			TOTAL:	618.03
HILL, MONICA	HILL, MONICA	GENERAL	GOVERNMENT ADMINISTRAT	24.36_
			TOTAL:	24.36
IOLA AUTO PARTS, LLC.	BRINE BLDG	GENERAL	STREET & STORMWATER	147.39
	BRINE BLDG	GENERAL	STREET & STORMWATER	36.26_
			TOTAL:	183.65
JEFF'S TOWING & RECOVERY LLC	TRASH TRUCK	SANITATION	SANITATION	638.00_
			TOTAL:	638.00
JMZ CORPORATION	FIBER GRANT PROJ PT 2 SPLI GENERAL		GOVERNMENT ADMINISTRAT	3,250.00
	FIBER GRANT PROJ PT 2 SPLI GENERAL		COMMUNITY DEVELOPMENT	1,250.00
	FIBER GRANT PROJ PT 2 SPLI GENERAL		PARKS, RECREATION & CE	2,750.00
	FIBER GRANT PROJ PT 2 SPLI GENERAL		STREET & STORMWATER	1,250.00
	FIBER GRANT PROJ PT 2 SPLI AIRPORT		MUNICIPAL AIRPORT	500.00
	FIBER GRANT PROJ PT 2 SPLI LIBRARY		LIBRARY	2,750.00
	FIBER GRANT PROJ PT 2 SPLI PUBLIC SAFETY		FIRE DEPARTMENT	1,000.00
	FIBER GRANT PROJ PT 2 SPLI PUBLIC SAFETY		POLICE DEPARTMENT	3,250.00
	FIBER GRANT PROJ PT 2 SPLI ELECTRIC		ELECTRIC PRODUCTION	1,000.00
	FIBER GRANT PROJ PT 2 SPLI ELECTRIC		ELECTRIC DISTRIBUTION	750.00
	FIBER GRANT PROJ PT 2 SPLI GAS		GAS	1,250.00
	FIBER GRANT PROJ PT 2 SPLI SANITATION		SANITATION	500.00
	FIBER GRANT PROJ PT 2 SPLI WASTEWATER		WASTEWATER	1,000.00
	FIBER GRANT PROJ PT 2 SPLI WATER		WATER	2,250.00
	FIBER GRANT PROJ PT 2 SPLI ECONOMIC DEVELOPME		ECONOMIC DEVELOPMENT	1,000.00
	FIBER GRANT PROJ PT 2 SPLI PARKSIDE #1		PARKSIDE #1	416.66
	FIBER GRANT PROJ PT 2 SPLI PARKSIDE #2		PARKSIDE #2	416.67
	FIBER GRANT PROJ PT 2 SPLI PARK PLAZA NORTH		PARK PLAZA NORTH	416.67_
			TOTAL:	25,000.00
	JOHN DEERE FINANCIAL DBA ORSCHELN FARM	BRINE BLDG	GENERAL	STREET & STORMWATER
			TOTAL:	75.96
JOHNSON COUNTY GOVERNMENT	WASTEWATER TESTING	WASTEWATER	WASTEWATER	35.50_
			TOTAL:	35.50
KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES ELEC	ELECTRIC	ELECTRIC DISTRIBUTION	17.40
	LOCATES GAS	GAS	GAS	17.40
	LOCATES WASTEWATER	WASTEWATER	WASTEWATER	17.40
	LOCATES WATER	WATER	WATER	17.40_
			TOTAL:	69.60
KANSAS STATE TREASURER	STATE COURT COLLECTION FEE GENERAL		GOVERNMENT ADMINISTRAT	1,143.50_
			TOTAL:	1,143.50
KLEHAMMER, BRENDA JE'NELLE	DECEMBER YOGA(12) AT 15.00 GENERAL		PARKS, RECREATION & CE	180.00_
			TOTAL:	180.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LEO'S AUTO SUPPLY, INC.	ELEC HEET	ELECTRIC	ELECTRIC DISTRIBUTION	6.00_
			TOTAL:	6.00
LINDE GAS & EQUIPMENT INC.	LEASE RENEWAL SPLIT	GENERAL	PARKS, RECREATION & CE	50.86
	LEASE RENEWAL SPLIT	GENERAL	STREET & STORMWATER	50.86
	LEASE RENEWAL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	50.86
	LEASE RENEWAL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	50.86
	LEASE RENEWAL SPLIT	GAS	GAS	50.86
	LEASE RENEWAL SPLIT	SANITATION	SANITATION	50.86
	LEASE RENEWAL SPLIT	WATER	WATER	50.84_
			TOTAL:	356.00
LLOYD HAROLD	REPLACE OUTDOOR TRANSFORME	WASTEWATER	WASTEWATER	1,757.00_
			TOTAL:	1,757.00
MILLER HARDWARE	CITY HALL BLDG MAINT	GENERAL	GOVERNMENT ADMINISTRAT	16.99
	PARKS TOOL PURCHASE	GENERAL	PARKS, RECREATION & CE	18.98
	PARK EQUIP MAINT	GENERAL	PARKS, RECREATION & CE	30.52
	PARK BLDG MAINT	GENERAL	PARKS, RECREATION & CE	8.58
	PARK CHEMICAL	GENERAL	PARKS, RECREATION & CE	70.00
	REC CENTER EQUIP MAINT	GENERAL	PARKS, RECREATION & CE	14.99
	STREET TOOL PURCHASE	GENERAL	STREET & STORMWATER	326.45
	STREET EQUIP MAINT	GENERAL	STREET & STORMWATER	358.82
	STREET OFFICE SUPPLY	GENERAL	STREET & STORMWATER	13.99
	AIRPORT BLDG MAINT	AIRPORT	MUNICIPAL AIRPORT	293.34
	AIRPORT EQUIP MAINT	AIRPORT	MUNICIPAL AIRPORT	200.00
	AIRPORT OFFICE SUPPLY	AIRPORT	MUNICIPAL AIRPORT	43.98
	JANITORIAL	LIBRARY	LIBRARY	15.99
	ELED EQUIP MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	49.41
	GAS TOOL PURCHASE	GAS	GAS	223.95
	GAS TOOL PURCHASE	GAS	GAS	64.98
	GAS EQUIP MAINT	GAS	GAS	33.99
	SEWER EQUIP MAINT	WASTEWATER	WASTEWATER	7.37
	WATER TOOL PURCHASE	WATER	WATER	23.99
	WATER FITTINGS/VALVES	WATER	WATER	40.75_
			TOTAL:	1,857.07
OLATHE WINWATER WORKS CO.	BRINE BLDG	GENERAL	STREET & STORMWATER	70.00
	BLACK STEEL NIPPLE (3)	WASTEWATER	WASTEWATER	552.00
	WATER TOOL PURCHASE	WATER	WATER	180.00
	WATER INVENTORY	WATER	WATER	524.00_
			TOTAL:	1,326.00
PITNEY BOWES GLOBAL FIN SERV	LEASE 2022	GENERAL	GOVERNMENT ADMINISTRAT	165.57_
			TOTAL:	165.57
PITNEY BOWES PURCHASE POWER	DEC 2022 PURCHASE	GENERAL	GOVERNMENT ADMINISTRAT	210.50_
			TOTAL:	210.50
QUILL CORPORATION	PKSIDE #1	PARKSIDE #1	PARKSIDE #1	82.38
	PKSIDE #2	PARKSIDE #2	PARKSIDE #2	82.38
	PK PLAZA NORTH	PARK PLAZA NORTH	PARK PLAZA NORTH	82.37_
			TOTAL:	247.13
ROADBUILDERS MACHINERY & SUPPLY CO., I	STREET	GENERAL	STREET & STORMWATER	985.29_
			TOTAL:	985.29

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
SAM'S CLUB	RECREATION VACUUMS (2)	GENERAL	PARKS, RECREATION & CE	804.98_
			TOTAL:	804.98
SCHETTTLER, PAT	REMB FOR AVIATION RADIO	AIRPORT	MUNICIPAL AIRPORT	255.20_
			TOTAL:	255.20
STANION WHOLESALE ELECT. CO.	ELEC CONDUIT	ELECTRIC	ELECTRIC DISTRIBUTION	59.22
	ELEC CONDUIT	ELECTRIC	ELECTRIC DISTRIBUTION	395.45_
			TOTAL:	454.67
THOLEN HVAC	GHA PPN SERVICE CALL	PARK PLAZA NORTH	PARK PLAZA NORTH	470.00_
			TOTAL:	470.00
TRUSTPOINT INSURANCE	2006 DUMP TRUCK ADDITION	SANITATION	SANITATION	410.00
	2023 TRASH TRUCK ADDITION	SANITATION	SANITATION	913.00_
			TOTAL:	1,323.00
VERIZON	ADMIN	GENERAL	GOVERNMENT ADMINISTRAT	68.55
	ZONING/ANIMAL CONTROL	GENERAL	COMMUNITY DEVELOPMENT	87.70
	STREET - DEPT HEAD	GENERAL	STREET & STORMWATER	41.35
	AIRPORT	AIRPORT	MUNICIPAL AIRPORT	41.35
	POLICE DEPARTMENT	PUBLIC SAFETY	POLICE DEPARTMENT	404.47
	ELEC - DEPT HEAD	ELECTRIC	ELECTRIC DISTRIBUTION	46.35
	WASTEWATER	WASTEWATER	WASTEWATER	41.35_
			TOTAL:	731.12
VISA - CARD SERVICES	MICROSOFT ADMIN	GENERAL	GOVERNMENT ADMINISTRAT	24.32
	ADMIN MEETING EXPENSE	GENERAL	GOVERNMENT ADMINISTRAT	54.47
	ADMIN JANITORIAL	GENERAL	GOVERNMENT ADMINISTRAT	31.27
	ADMIN DUES/SUBSCRIPTIONS	GENERAL	GOVERNMENT ADMINISTRAT	329.60
	ADMIN OFFICE SUPPLY	GENERAL	GOVERNMENT ADMINISTRAT	81.91
	ADMIN COMPUTER MAINT	GENERAL	GOVERNMENT ADMINISTRAT	399.99
	ADOBE ADMIN	GENERAL	GOVERNMENT ADMINISTRAT	32.38
	MICROSOFT COMDEV	GENERAL	COMMUNITY DEVELOPMENT	6.08
	COM DEV JANITORIAL	GENERAL	COMMUNITY DEVELOPMENT	17.49
	COM DEV OFFICE SUPPLY	GENERAL	COMMUNITY DEVELOPMENT	4.65
	ADOBE COM DEV	GENERAL	COMMUNITY DEVELOPMENT	21.69
	MICROSOFT REC CENTER	GENERAL	PARKS, RECREATION & CE	3.04
	MICROSOFT STREET	GENERAL	STREET & STORMWATER	0.61
	STREET KMU CLASSES	GENERAL	STREET & STORMWATER	17.56
	STREET OFFICE SUPPLY	GENERAL	STREET & STORMWATER	4.65
	AIRPORT OFFICE SUPPLY	AIRPORT	MUNICIPAL AIRPORT	105.86
	MICROSOFT FIRE	PUBLIC SAFETY	FIRE DEPARTMENT	3.04
	FIRE TOOL PURCHASE	PUBLIC SAFETY	FIRE DEPARTMENT	373.10
	FIRE OFFICE SUPPLY	PUBLIC SAFETY	FIRE DEPARTMENT	145.86
	MICROSOFT POLICE	PUBLIC SAFETY	POLICE DEPARTMENT	15.20
	POLICE TRAINING TRAVEL	PUBLIC SAFETY	POLICE DEPARTMENT	49.04
	POLICE TRAINING	PUBLIC SAFETY	POLICE DEPARTMENT	648.00
	POLICE TOW STICKERS	PUBLIC SAFETY	POLICE DEPARTMENT	101.00
	POLICE EQUIP MAINT	PUBLIC SAFETY	POLICE DEPARTMENT	98.53
	MICROSOFT GAS	GAS	GAS	0.60
	GAS OFFICE SUPPLY	GAS	GAS	4.65
	ADOBE GAS SPLIT	GAS	GAS	10.79
	MICROSOFT TRASH	SANITATION	SANITATION	0.61
	MICROSOFT WWATER	WASTEWATER	WASTEWATER	0.61
	WWATER EQUIP MAINT	WASTEWATER	WASTEWATER	216.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	MICROSOFT WATER	WATER	WATER	0.60
	WATER OFFICE SUPPLY	WATER	WATER	4.64
	WATER JANITORIAL	WATER	WATER	195.69
	WATER POSTAGE-TESTING	WATER	WATER	121.80
	ADOBE WATER SPLIT	WATER	WATER	10.80
	WATER EQUIPT RESERVE	WATER	WATER	154.09
	WATER AIR TESTING	WATER	WATER	50.00
	MICROSOFT ECO DEV	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	3.04
	ECO DEV COMM PROG	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	21.16
	ECO DEV MTG EXP	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	89.16
	ECO DEV OFFICE SUPPLY	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	16.18
	ECO DEV JANITORIAL SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	4.23
	PKSIDE 1 SAM CLUB DUES	PARKSIDE #1	PARKSIDE #1	16.67
	PKSIDE EQUIP MAINT	PARKSIDE #1	PARKSIDE #1	42.31
	PKSIDE 2 SAM CLUB DUES	PARKSIDE #2	PARKSIDE #2	16.67
	PK PLAZA N SAM CLUB DUES	PARK PLAZA NORTH	PARK PLAZA NORTH	16.66_
			TOTAL:	3,566.30
WEX BANK	PD FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	1,225.54_
			TOTAL:	1,225.54
WITTMAN NAPA AUTO PARTS	PARK VEHICLE	GENERAL	PARKS, RECREATION & CE	584.41
	STREET TOOL PURCHASE	GENERAL	STREET & STORMWATER	180.88
	STREET VEHICLE	GENERAL	STREET & STORMWATER	548.12
	STREET EQUIP MAINT	GENERAL	STREET & STORMWATER	58.90
	ELEC TOOL PURCHASE	ELECTRIC	ELECTRIC DISTRIBUTION	5.55
	TRASH TOOL PURCHASE	SANITATION	SANITATION	22.70
	TRASH VEHICLE	SANITATION	SANITATION	148.03_
			TOTAL:	1,548.59
WOLKEN GOODYEAR, INC.	PLOW TIRE MOUNT	GENERAL	STREET & STORMWATER	10.00_
			TOTAL:	10.00

===== FUND TOTALS =====

101	GENERAL	18,513.76
102	AIRPORT	2,580.73
104	LIBRARY	3,066.79
105	PUBLIC SAFETY	9,119.60
109	ELECTRIC	7,227.81
110	GAS	3,406.15
111	SANITATION	12,006.05
112	WASTEWATER	3,863.62
113	WATER	5,967.33
114	ECONOMIC DEVELOPMENT	1,133.77
115	PARKSIDE #1	1,098.54
116	PARKSIDE #2	987.07
117	PARK PLAZA NORTH	1,453.27
118	CAPITAL IMPROVEMENT	12,500.00

GRAND TOTAL:	82,924.49
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TOTAL PAGES: 6

PAYROLL:	\$123,037.71
BILLS:	\$82,924.49
TOTAL:	\$205,962.20