



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

April 25, 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, David Shrum, First United Methodist Church

- II. **Governing Body Comments**
 - A. Commissioner Locke
 - B. Commissioner Cole
 - C. Mayor Sheahan

- III. **Consent Agenda**
 - A. Approval of Minutes from April 11, 2023 Regular City Commission Meeting
 - B. Approval of Minutes from April 13, 2023 Special City Commission Landbank Workshop.
 - C. Approval of Semi-Monthly Bills and Payroll in the amount of \$280,341.94

- IV. **Regular Business**
 - A. Consideration of TGT Application from Lake Garnett Grand Prix Revival.
 - B. Consideration of Bids for the Cedar Valley Reservoir Project.
 - C. Consideration of Master Advisory Services Agreement and Updated Revised Scope of Work from Greg Crow, Fidelis Energy.

- V. **Discussion Items**
 - A. Homeless followup/continuation
 - B. Landbank Ordinance and Application update
 - C. Northlake culvert update
 - D. Maple Street Project update

- VI. **Informational Items**
 - A. The Anderson County Fair Spring Demolition Derby, hosted by the Anderson County Fair Board, will be held on Saturday, April 29 at the fairgrounds starting at 5:00 p.m.
 - B. Garnett Farmers' Market Season, hosted by the Garnett Farmers Market, will be held on every Main Street every Thursday from May 4 – October 5.
 - C. The 50th Annual Square Fair Crafts Festival, hosted by Garnett BPW, will be held on the Courthouse Lawn on May 13.
 - D. The Celebration of Service, hosted by Garnett Tourism, will be held on the Town Square and Courthouse Lawn as well as at the Garnett Public Library, on May 18.
 - E. The Avenue of Flags, hosted by the Garnett Parks & Recreation Department, will be held at the Garnett Municipal Cemetery May 25-29.
 - F. The Memorial Day Service, hosted by American Legion Post 48 and VFW Post 6397, will be held at the Garnett Municipal Cemetery on May 29.

- VII. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

- VIII. **Adjournment**

April 11, 2023

The Governing Body of the City of Garnett met in regular session on April 11, 2023, at 6:00 p.m. with the following individuals present; Mayor, Jason Sheahan; City Commissioners, Jody Cole and Mark Locke, City Manager, Travis Wilson; City Attorney, Terry Solander and City Clerk, Trish Brewer

CALL TO ORDER

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

The Pledge of Allegiance was recited, followed by Art Back, Buffalo Nazarene, giving the invocation.

GOVERNING BODY COMMENTS

- *Commissioner Locke*

Request update on the Evergy outage problems. City Manager has been in contact with KMEA who is looking in the situation. Evergy was contacted with a request for an outage log. City staff are looking at other supplier possibilities.

- *Commissioner Cole*

Request update on Truck Route options and contract with KMGA consultants.

- *Mayor Sheahan*

The franchise agreement expired in 2020, City has not signed a new agreement, because of issues. Will attend KMGA meeting April 19, 2023.

CONSENT AGENDA

- A. Approval of Minutes from March 28, 2023, Regular City Commission Meeting
- B. Approval of Semi-Monthly Bills and Payroll in the amount of \$627,580.96

Commissioner Locke, motioned to approve the Consent Agenda as presented.
Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

- **Proclamation declaring April as Child Abuse Awareness Month.**

Mayor Sheahan gave the official declaration for the month of April as Child Abuse Awareness Month.

- **Consideration of the 2023 Southland Cruisers Event Agreement**

Commissioner Locke motioned to approved 2023 Southland Cruisers Event Agreement. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

- **Consideration of appointment of Layne Lutz to the Walker Art Committee.**

Commissioner Locke, motioned to approve the appointment of Layne Lutz to the Walker Art Committee. Seconded by Commissioner Cole. Motion pass (3) AYE (0) NAY

DISCUSSION ITEMS

- **Landbank Workshop reminder – April 13th 6:00 pm – 8:00 pm**

Workshop will be held in the Commission Room at City Hall

- **Homeless follow-up/continuation**

Art Black stated there is nothing new at this time.

- **Housing Authority Administrative Costs**

Discussion on how the budget process works and possibilities of some change.

- **Water Plant/Sewer Pump Legal updates**

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Legal Council has been given minutes from 2015 to present.

- **Schedule Budget Workshops**

Discussion of how to set-up times with departments and their needs.

Item added.

- **Airport Project Letter** presented by City Manager

INFORMATIONAL ITEMS

A. Pop Up Car Show will be in town on April 22 at 11:00 a.m. on the town square.

Breakfast will be held at 9:00 am at Dutch Country Cafe

B. Garnett Farmers' Market Season, hosted by the Garnett Farmers Market, will be held on every Main Street every Thursday from May 4 – October 5 from 4:30pm – 7:00pm

C. The 50th Annual Square Fair Crafts Festival, hosted by Garnett BPW, will be held on the Courthouse Lawn on May 13 at 8:00 am

D. The Celebration of Service, hosted by Garnett Tourism, will be held on the Town Square and Courthouse Lawn as well as at the Garnett Public Library, on May 18.

E. The Avenue of Flags, hosted by the Garnett Parks & Recreation Department, will be held at the Garnett Municipal Cemetery May 25-29.

F. The Memorial Day Service, hosted by American Legion Post 48 and VFW Post 6397, will be held at the Garnett Municipal Cemetery on May 29 at 10:00 am

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

- Paula Scott, Heart and Soul -- Stated her findings that the citizens rated highly that the pool be fixed.

ADJOURNMENT

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

Meeting adjourned at 7:00p.m.

Mayor

City Clerk

April 13, 2023
Garnett, Kansas

The Governing Body of the City of Garnett met in Special Meeting on April 13, 2023, at 6:00 pm with the following individuals present: Mayor, Jason Sheahan; Commissioners Jody Cole and Mark Locke; City Manager, Travis Wilson; City Clerk, Trish Brewer; and Building & Zoning Official, Eric Mills.

Call to order (6:00PM)

Mayor Sheahan, called the meeting to order at 6:00 pm

The Pledge of Allegiance was recited.

Landbank Workshop/Discussion

- Mayor Sheahan opened the floor to the Commissioners, City Manager, Zoning Director for discussion.
- City Commissioners discussed the structure of the land bank and gave the City Manager direction to put together an Ordinance using their notes and discussion.
- Mayor Sheahan opened the floor for public comment and questions.
 - Greg Gwin stated that he is opposed to the Landbank, giving an explanation as to why.
 - Paul Scott stated that she as well is opposed to the Landbank, giving her explanation as to why.

Adjournment

Commissioner Locke motioned to adjourn the special meeting. Seconded by Commissioner Cole.

Motion passed (3) AYE (0) NAY

Meeting adjourned at 8:11p.m.

Mayor

City Clerk

MASTER ADVISORY SERVICES AGREEMENT

THIS MASTER ADVISORY SERVICES AGREEMENT (“MSA”) is made, effective as of _____, 202_ (“Effective Date”), by and between Fidelis Energy Group, LLC a Kansas limited liability corporation with its principal place of business located at 25380 Quivira Road, Louisburg, Kansas 66053. (“Advisor”), and the City of Garnett, Kansas, a Kansas municipality with its principal place of business located at 131 West Fifth Avenue, Garnett, KS 66032 (“Client”). Client and Advisor may hereinafter be individually referred to as a “Party” and collectively as the “Parties.”

1. SCOPE OF AGREEMENT.

- 1.1 The Work. It is contemplated that from time to time Advisor will be requested by Client to perform certain work and services (“Work”). It is expressly understood and agreed that any and all Work requested by Client and accepted by Advisor shall be controlled and governed by provisions of this MSA. The term “Agreement” means this MSA as incorporated in a Statement of Work (defined below).
- 1.2 Statement of Work. A request for Work (“Statement of Work”) shall be submitted electronically by Client to Advisor. Such Statements of Work shall describe the Work to be performed. Statements of Work shall be deemed to incorporate and be subject to all the terms and conditions of this MSA. When issued, such Statements of Work are non-binding, negotiable offers, and are subject to their express terms. Such offers become binding Statements of Work only after Client and Advisor have mutually agreed to all material terms and conditions concerning the requested Work. Client will submit a purchase order to Advisor once a Statement of Work becomes binding.
- 1.3 Modification. Any addition to or modification of the Work to be provided by Advisor must be set forth in a written amendment (“Change Order”) to the Statement of Work, including but not limited to, additional subcontractor services agreements, special projects, and additional labor or materials. Any such Change Order must be mutually agreed, executed prior to the change occurring, and when executed, shall become part of this Agreement.

2. PROVISION OF SERVICES

- 2.1 Independent Contractor. Client and Advisor expressly agree that Advisor is an independent contractor as to all Work performed under this MSA and all Statements of Work incorporated thereunder, and that Advisor, its subcontractors, and anyone employed by either Advisor or its subcontractors shall not be deemed for any purpose to be an employee, agent, servant, or representative of Client. Advisor and its subcontractors shall be solely responsible for any and all salaries, employee benefits plans, taxes, insurance, and any and all other compensations and responsibilities for their respective employees. Advisor, its subcontractors and any of their employees shall not be authorized to act or appear to act as agents or representatives of Client, whether in performing the Work or otherwise. If the performance of the Work shall include use by Advisor or its subcontractors of Advisor’s facilities, equipment, or other resources, such use is permitted only to the extent necessary for the performance of the Work and not for any other purpose. This MSA does not create and shall not be construed by the Parties or any third party as creating any agency, partnership, joint venture, or employment relationship between the Parties.
- 2.2 Staffing. Advisor shall supply its own personnel of the type and number necessary to perform the Work. Advisor shall, and shall cause its subcontractors to, provide personnel who are experienced, properly trained, fully qualified, fit for their respective assignments, and, to the extent required, licensed to perform work pursuant to applicable law, regulations, and orders.

- 2.3 Subcontractors. Advisor will not subcontract any Work to any third-party without prior written consent from Client. If Client approves the use of a subcontractor, or if Advisor uses a subcontractor without the prior written permission of Client, Advisor will remain obligated under this Agreement for performing the Work, require each subcontractor to agree in writing to the terms of this Agreement for the work performed by the subcontractor, require subcontractor to agree in writing that Client is an intended third-party beneficiary of its agreement with Client, and pay all amounts due to subcontractor. Advisor will require its subcontractor(s) to carry at a minimum the insurance coverages described in Section 9 below.
- 2.4 Equipment. Unless otherwise agreed in a Statement of Work, Advisor will provide all the facilities and all the supplies, materials, office space, utilities, equipment, software, tools, and other items to perform the Work at its own expense. Advisor will ensure that its equipment is in good working order to perform the Work.
- 2.5 Timing. Time is of the essence in the completion of any Work under this MSA or any Statements of Work.
- 2.6 Acceptance. Unless otherwise agreed, Client will evaluate Work and accept or reject it within fifteen (15) business days after receipt; otherwise the Work will be deemed accepted. Advisor agrees to fix any nonconformity to agreed specifications and will have ten (10) business days to correct any nonconformity of any Work after receiving notice from Client.
- 2.7 Publicity. Advisor will not issue any public announcement, press releases, marketing materials, case studies, research or other form of publicity or other publicity related to the Advisor's relationship with Client or this Agreement, without Client's prior written consent.

3. PAYMENT FOR WORK

- 3.1 Compensation for Work. Advisor shall receive the compensation specified in the Statement of Work which is agreed to by Client and Advisor at the time the Statement of Work is accepted by both parties. In the event Client cancels a Statement of Work or terminates this MSA, Client shall pay Advisor for work completed to the termination date specified in the cancellation or termination notice.
- 3.2 Invoicing. Invoices shall be submitted on a monthly basis for completed Work that has been accepted by Client. Furthermore, invoices shall be submitted in such form and accompanied by such certification and documentation as Client may reasonably request.
- 3.3 Reimbursement. Client will reimburse Advisor for pre-approved, reasonable out-of-pocket expenses incurred in the performance of the Work. Advisor agrees to maintain appropriate records and to submit copies of all receipts necessary to support such expenses at the intervals and in the manner prescribed by Client.
- 3.4 Taxes. Except as otherwise provided herein or under a subsequent Statement of Work, the amounts to be paid by Client to Advisor do not include any taxes. Client is not liable for any taxes that Advisor is legally obligated to pay, including but not limited to net income or gross receipt taxes, franchise taxes, and property taxes. Client will pay Advisor any sales, use, or value added taxes it owes due to this MSA and which the law requires Advisor to collect from Client, provided, however, if Client provides Advisor a valid exemption certificate, Advisor will not collect the taxes covered by such certificate. In the event the law requires Client to deduct or withhold taxes from payments to Advisor, Client may deduct or withhold those taxes and pay them to the appropriate taxing authority. Client will deliver to Advisor an official receipt for such taxes. Client will use reasonable efforts to minimize any taxes deducted or withheld to the extent allowed by law. If taxes are collected by Advisor due to this MSA and subsequently levied directly against Client, Advisor will promptly reimburse Client for all such taxes. The provisions of this Section 3.4 shall survive termination of expiration of this MSA.

4. **OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.**

- 4.1 **Ownership of Pre-existing Intellectual Property.** Each Party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Work performed under this MSA.
- 4.2 **License to use Client Materials.** Client grants Advisor a nonexclusive, revocable license to copy, use and distribute any Client Materials provided to it only to the extent necessary to perform the Work. Client retains all other interest in Client Materials and related IP. Advisor has no right to sublicense the right to use Client Materials, except as necessary to any subcontractor. If the Client Materials come with a separate license, the terms of that license will apply and control in the case of conflict with this Agreement. Client Materials for purposes of this Agreement means any tangible or intangible materials, including building methods or designs, know-how, processes, techniques, ideas, concepts, technologies, and data.
- 4.3 **Protection of Client Materials.** Advisor and Client will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the other's Materials.
- 4.4 **Termination of License.** Client may revoke the license to Client Materials at any time for any reasonable business reason. The license will terminate automatically on the earlier of the expiration or termination of this Agreement or the applicable Statement of Work. Advisor will promptly return any Client Materials on request or termination of Advisor's license.
- 4.5 **Modification of Client Materials.** Advisor will not modify, reverse engineer, decompile, or disassemble Client Materials except as allowed by Client to perform Work.

5. **OWNERSHIP OF WORK PRODUCT**

- 5.1 **Ownership of Deliverables.** Unless otherwise specified herein or in a subsequent Statement of Work, the Parties agree that Client shall solely own, and shall have all right, title, and interest in and to, any and all Work Product, deliverables, or other work or materials created by Advisor (collectively the "Work Product") under this MSA will be deemed a "work made for hire" as that term is defined under USA copyright laws.
- 5.2 **Ownership of IP Rights in Work Product.** Unless otherwise specified herein or in a subsequent Statement of Work, Advisor agrees to assign any intellectual property rights, ideas, improvements and inventions conceived, created or first reduced to practice in the performance of the Work.
- 5.3 **Third-Party Assignment.** If third parties who are not employees of Advisors, including but not limited to subcontractors, consultants, free lancers or agents make, or have made, any contribution to the creation of any Work pursuant to this Agreement, Advisor agrees to obtain from such parties a comparable full assignment of rights that will vest in Client, free of any claims, interest, or rights of such third-parties.

6. **Term and Termination**

- 6.1 **Term and Renewal.** This MSA commences on the Effective Date and will continue for a term of twelve (12) months (the "Term") and shall automatically renew for successive twelve (12) month terms unless it is terminated earlier according to the terms of this MSA.
- 6.2 **Termination.** This MSA may be terminated by mutual agreement of the Parties. In addition, either Party may terminate this MSA at any time upon thirty (30) days written notice without having to possess, state, or demonstrate cause. The Parties consciously and deliberately included this mutual right of no cause termination and the exercise of such right will not violate any duty of good faith and fair dealing.
- 6.3 **Working in Progress.** Upon termination, any Work being performed pursuant to a Statement of Work at the time the termination goes into effect shall concurrently be cancelled and Client will pay Advisor in accordance with Section 3.1 and reimburse any prepaid fees within thirty (30) days of the effective termination date.
- 6.4 **Effect of Termination.** Within ten (10) days of the effective date of termination of this MSA, Advisor shall return to Client all Confidential Information and Client Materials unless otherwise instructed and deliver to Client any Work Product in progress as of the effective date of termination, and all data and materials related to them Advisor is required to deliver to Client. Advisor will assist Client with a post termination transition at Client's written request.

7. **CONFIDENTIALITY.** Except as otherwise provided herein, Client and Advisor agree that any and all information that is not otherwise publicly available (other than as a result of unauthorized disclosure) and is communicated by one party ("Disclosing Party") to the other ("Receiving Party"), including without limitation, engineering, geological, marketing, financial information, information regarding nature and location of the Work and other party's processes and procedures, whether such information be written, oral or in electronic format ("Confidential Information") shall be confidential and shall be treated as such and held in the strictest confidence by the Receiving Party. Confidential Information shall be used only for purposes of the Agreement by Receiving Party, and no information, including, without limitation, the provisions of the Agreement, shall be disclosed by the Receiving Party, its agents or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, privileged and trade secret information. This Section shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure. Notwithstanding anything elsewhere in this Agreement, the terms of this Section shall apply to Confidential Information amounting to a trade secret for as long as such information remains a trade secret under applicable law and shall survive the termination of this Agreement.

8. **Representations and Warranties.**

- 8.1 Advisor has full rights and authority to enter into and perform Work according to this MSA.
- 8.2 Warranty of Work Product. The Work will be of good and merchantable quality and free from defects in design, material, and workmanship, are safe, and comply with the specifications set forth in this MSA.
- 8.3 Warranty of Performance. Advisor warrants that it will perform all Work in a good and workmanlike manner, in strict conformity with the specifications and requirements of this MSA or the applicable Statement of Work, in accordance with generally accepted professional standards and in compliance with all applicable laws, rules, and regulations. Such warranty of performance shall extend for twelve (12) months from the date such Work was performed.
- 8.4 Infringement Warranty. Advisor warrants that all work performed by Advisor for or on behalf of Client, and all Work Product produced thereby, will not violate, infringe or misappropriate the rights of any third parties, including, without limitation, the copyright, trademark, patent, or the trade secrets of any third person.
- 8.5 Compliance with Laws. Advisor agrees to comply with the provisions of all applicable federal, state, county, or municipal laws, regulations or ordinances and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required by Advisor to perform the Work under this Agreement.

9. **INSURANCE.**

- 9.1 General. Advisor will purchase and maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. Without limiting the foregoing, Advisor will maintain at its sole cost and expense at least the following insurance coverage to meet its obligations to the extent this Agreement creates risks generally covered by these insurance policies:
- A. Commercial General Liability: including contractual and product liability with limits of at least \$1,000,000 per occurrence single limit liability, and \$1,000,000 in the general aggregate including but not limited to personal injury, premises liability, independent contractors, advertising injury, product liability, completed operations and blanket contractual coverage.
 - B. Workers' Compensation/Employer's Liability: that satisfies all statutory limits where the Work is performed.
 - C. Property Insurance: full replacement value of said property while in the care, custody, and control of Advisor.
- 9.2 Professional Liability: with limits of at least \$1,000,000 per occurrence single limit liability, and \$1,000,000 in the general aggregate.
- 9.3 Certificates of Insurance. Advisor shall furnish Client with certificates of insurance evidencing the above coverages upon request.

10. **Indemnification.** Advisor shall indemnify and hold harmless Client and the agents and employees of Client from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by a negligent act or omission of Advisor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party of person described in this Section 11. Client shall indemnify and hold harmless Advisor from and against all demands, damages, and expenses of others to the comparative extent such claim, damage, or expense is caused by Client's negligent acts or omissions or those negligent acts or omissions of person from whom Client is legally responsible.
11. **ASSIGNMENT.** Advisor will not assign this Agreement without the prior written consent of Client. This appointment and the rights of Advisor hereunder have been granted to Client solely on the understanding that this Agreement is personal to and will be performed by Advisor. Therefore, in the event of any transfer or material change in ownership in Advisor's business, if any, this Agreement shall terminate immediately. This Agreement is not transferable or assignable in any manner without Client's express written consent.
12. **CONFLICT OF DOCUMENTS.** If there is a conflict between the provisions of this MSA and any other documents concerning the Work performed under this MSA, the order of precedence for purposes of resolution shall be: (i) this MSA, (ii) the Statement of Work), (iii) any other document prepared by Client and agreed to by Advisor, and (iv) any other document.
13. **SEVERABILITY.** In the event any provision of this MSA shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. **WAIVER.** Any waiver on the part of Client or Advisor of any term or condition of this MSA shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term or condition of this MSA.
15. **NOTICES.** All notices, statements or other communications required or permitted between Client and Advisor shall be in writing and shall be considered as having been given if delivered by mail, courier, hand delivery or electronic mail to the other party at the designated physical address or electronic mail address. Date of service by mail, courier or hand delivery is the date on which such notice is received by the addressee; provided, however, if such date received is not a Business Day, then the date of service shall be considered to be the next date that is a Business Day. Date of service by electronic mail is the date sent (evidenced by the date and time stamp on the sender's email); provided, however, if an electronic mail is sent after 5 p.m. local time, then the date of service shall be considered to the next day that is a Business Day. "Business Day" means any day which is not a Saturday, Sunday or legal holiday recognized by the federal government of the United States of America. Either party may change its physical address, facsimile number or telephone number upon written notice to the other party, but such change shall not be effective until thirty (30) days after receipt by the other party. Notices shall be delivered as follows:

If to Advisor:

Fidelis Energy Group, LLC
Attn: Manager
25380 Quivira Road
Louisburg, Kansas 66053
gcrow@fidelis-energy.com

If to Client:

City of Garnett
Attn: City Manager
131 West 5th Avenue
Garnett, KS 66032
twilson@garnettks.net

16. **GOVERNING LAW.** This MSA shall be governed by, subject to, and construed in all respects in accordance with the laws of the state of Kansas without regard to conflict of law principles.
17. **Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MSA through negotiations between nominated individuals from each Party with the authority to settle the dispute. If the dispute cannot be settled amicably within fourteen (14) calendar days from the date on which either Party has served written notice on the other of the dispute, then they may seek relief from a court of competent jurisdiction. The foregoing will not be construed to prohibit either Party from directly seeking injunctive relief without first complying with this Section. Advisor acknowledges that the provision of Work is critical to the business and operations of Advisor. Accordingly, in the event of a dispute between Client and Advisor, Advisor will continue to provide services, and Client will continue to pay Advisor.
18. **HEADINGS.** All headings used in this MSA are solely for the purpose of convenience and shall in no manner be deemed to be part of this MSA or used in interpreting its terms.
19. **Survival.** The expiration or termination of this Agreement shall not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification, and property rights.
20. **Amendment.** Any addition to or modification of the terms of the Agreement must be set forth in a written Amendment. When executed, the Amendment shall become part of the Agreement and subject to its terms.
21. **Counterparts and Electronic Signature.** The Parties hereto agree that the Agreement and any subsequent Statements of Work may be executed in one or more counterparts on varying dates and places, and by PDF or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. This Agreement is not and will not be binding and effective, however, unless and until each Party executes a counterpart. The counterparts of this Agreement and all ancillary documents, including subsequent Statements of Work, may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
22. **EXECUTION WARRANTY.** The persons signing below represent and warrant that they have all requisite power, authority, and authorization to execute this MSA on behalf of the parties for whom they sign, and that by signing below, this MSA shall be fully binding upon and enforceable against all such parties and their affiliates.
23. **ENTIRE AGREEMENT. THIS MSA SETS FORTH THE ENTIRE AGREEMENT BETWEEN CLIENT AND ADVISOR WITH RESPECT TO ITS SUBJECT MATTER. ALL PRIOR NEGOTIATIONS AND DEALINGS REGARDING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS MSA.** No amendment, modification, or revision of this MSA or any Statement of Work shall be effective unless made in writing and signed by authorized representatives of both parties who have actual authority to amend, modify or revise this MSA.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

IN WITNESS WHEREOF, the parties hereto have cause this MSA to be signed by their respective duly authorized representatives.

FIDELIS ENERGY GROUP, LLC

CITY OF GARNETT, KANSAS

By: _____

By: _____

Name: Gregory Crow

Name: Travis Wilson

Title: Manager

Title: City Manager

STATEMENT OF WORK

This Statement of Work ("SOW") between the City of Garnett, Kansas ("Client") and Fidelis Energy Group, LLC ("Advisor") is entered into in connection with a Master Advisory Services Agreement between the Parties dated _____, 202_ ("Agreement"). All terms used, but not defined, herein shall have the meanings set forth in the Agreement.

This SOW is entered into for the purpose of providing advisory services to Client's municipal natural gas distribution network (Facility) serving Client's customers in Garnett, Kansas.

1. NATURAL GAS SUPPLY MANAGEMENT: The following services will be provided when applicable to Client for the acquisition and management of Client's natural gas supply for Client's Facility subject to this Agreement.
 - a. Procurement of Supply: Advisor will assist Client in the procurement of natural gas supplies for Client's Facility.
 - b. Advisor will work with Client to determine the required daily or monthly supply volumes and corresponding receipt point(s) for gas delivery.
 - c. Advisor will administer a procurement process to create competition among suppliers.
 - d. Advisor will administer and monitor Client's gas supply contracts.
 - e. Logistics: Advisor will manage Client's supply and transportation assets.
 - f. Advisor will provide nomination and scheduling of Client's gas supply with the supplier(s), the pipeline and/or local gas utility.
 - g. Where necessary and where available, Advisor will obtain Client's metered natural gas consumption data for the Facility.
 - h. Client will provide Advisor with estimated usage volumes for each Facility on request and make a reasonable effort to notify Advisor when Client's usage will be interrupted or changed.
 - i. Advisor will make reasonable efforts to release any excess firm pipeline capacity held by Client in the capacity release market. Revenue for such released capacity will be the property of Client. Advisor may purchase the released capacity from the Client at prevailing market rates.
 - j. Advisor will evaluate gas storage alternatives available to Client. At Client's direction, Advisor will facilitate the acquisition of such storage and will manage the use of storage for Client.
 - k. Negotiations: Advisor will negotiate natural gas related agreements with third parties on the Client's behalf.
 - l. Advisor will provide negotiation services to establish transportation rates on interstate pipelines and gas utilities, contractual terms with suppliers, price risk management counter-parties, and transporters, trade credit with suppliers and price risk management counter-parties.
 - m. Advisor will strive to create competition among service providers where possible.
 - n. Acquisition of Trade Credit: Advisor will advise Client of credit issues for gas Facility, transportation contracts, gas supply, and gas price risk management.
 - o. Client will provide Advisor with the necessary financial information required to obtain trade credit with various vendors.

- p. Advisor will share Client’s financial documents with third parties as directed and in any manner as restricted by Client in order to establish trade credit.
 - q. Advisor will work to establish trade credit with suppliers on Client’s behalf. Depending on Client’s gas usage, multiple sources of trade credit may be established.
 - r. Advisor makes no guarantee that adequate unsecured trade credit will be obtained from third parties. In the event adequate trade credit cannot be secured, Advisor will discuss various credit instruments with Client including but not limited to letters of credit, parental guarantees, and prepayment. It will be the Client’s sole responsibility to provide the necessary security to obtain adequate trade credit.
 - s. Budget Preparation: At Client’s request, Advisor will provide quarterly and annual energy budgets.
 - t. Cost and Usage Analysis: Where the utility or pipeline has provided Client’s metered usage data, Advisor will:
 - i. Email Client’s gas usage for each Facility to the Client on a weekly basis.
 - ii. At Client’s request, Advisor will provide Client with detailed cost analyses of transportation and commodity costs for each Facility.
 - iii. Advisor will advise Client of options for Client to pursue with assistance from Advisor in the event of measurement discrepancies with the pipeline or utility.
2. Compensation. For proper performance of the services to be provided by Advisor from April 1, 2023 through April 30, 2024, the Client shall pay the Advisor a rate of \$225.00 per hour for assistance requested by Client. The total paid to Advisor for each 30 day period during the primary term shall not exceed \$2,250.00. Effective May 1, 2024, the Client shall pay the Advisor a retainer of \$1,650.00 per month and the hourly rate method shall cease. Pre-approved reimbursables and/or travel incurred by Advisor shall be in addition to said hourly rates and monthly retainer. Advisor shall provide detailed invoice to Client on a monthly basis. Client shall pay Advisor by check or wire transfer on or before the 10th day of each month.
3. Term and Termination. The term of this Agreement become effective on _____, 202_ shall be month to month thereafter. Either Party may terminate the SOW by providing thirty (30) days prior written notice via email.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be signed by their respective duly authorized representatives.

FIDELIS ENERGY GROUP, LLC

CITY OF GARNET, KANSAS

By: _____

By: _____

Name: Gregory Crow

Name: Travis Wilson

Title: Manager

Title: City Manager

Date: _____

Date: _____

SIGN-IN-SHEET
BID OPENING

CEDAR VALLEY RESERVOIR AUXILIARY SPILLWAY REPAIR
CITY OF GARNETT, KANSAS
MEC PROJECT NO. 211294 FEMA - DR4449-KS
APRIL 17, 2023
2:00 P.M.

NAME	REPRESENTING	PHONE #	E-MAIL
Kyle Danwoodie	Rodriguez Mech	913-242-0629	kyle@rmckl.com
Todd Noble	ASP Enterprises	816-590-2723	tnoble@aspent.com
Mark Griffin	McClure Eng.	816-944-1476	mgriffin@mcclurevision.com
Cody Treis	Lexeca	913-775-1695	cody@lexeco.com
Trauis Wilson	City of Garnett	913 785 448-5196	twilson@garnettks.net
James Forrest	City of Garnett	785-433-1216	jforrest@garnettks.net

SECTION 00 41 00

BID FORM

CEDAR VALLEY RESERVOIR AUXILIARY SPILLWAY REPAIRS CONSTRUCTION CONTRACT

City of Garnett, Kansas The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Garnett, Kansas

Attn: Travis Wilson, City Manager

131 West 5th Ave

Garnett, Kansas 66032

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number 238910 as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID— UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	261,644	\$ 261,644
2	Clearing, Grubbing & Disposal	LS	1	20,000	\$ 20,000
3	Borrow Pit, Soil Excavation, and Placement	CY	8,350	10.00	\$ 83,500
4	Random Fill Placement Scour Areas	CY	6,500	5.00	\$ 32,500
5	Solid Rock Removal	CY	100	100.00	\$ 10,000
6	Flexamat Plus Installation and Sublayers	SF	363,992	8.00	\$2,911,936
7.	Access Road	LS	1	65,000	\$ 65,000
8.	Flexamat Cross Plate Anchor Installed	EA	9,467	30.00	\$ 284,010
9.	Imported Topsoil From Offsite Source	TN	1,000	18.00	\$ 36,000
10.	Grass Seed and Mulch	SF	150,000	0.20	\$ 30,000
11.	Clean up and demobilization	LS	1	40,000	\$ 40,000
12.	Irrigation Water with application	1000 Gal	4,000	0.01	\$ 40,000
13.	SWPPP	LS	1	20,000	\$ 20,000
14.	1.5 Ton Rip Rap Boulders Installed	TN	750	50.00	\$ 57,700
15.	3-inch to 6-inch Clean Rock Installed	TN	150	50.00	\$ 1150
16.	Sedimentation Basin Construction	LS	1	85,700	\$ 85,700
17.	Wetland Construction	LS	1	10,000	\$ 10,000
18.	Concrete Installed	CY	200	200.00	\$ 40,000
19.	Pre and Post Lidar Surveys	EA	2	\$7,550.00	\$15,100.00
20.	Aerial Photogrammetry Surveys	EA	4	\$6,440.00	\$25,600.00
Total of All Unit Price Bid Items					\$4,069,840

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Unit Prices)*

Total Bid Price (Total of all Unit Price items)	
(Words) Four million, sixty-nine thousand, eight hundred forty dollars	
and no cents.	\$4,069,840.00

ARTICLE 4—[DELETED]

ARTICLE 5—[DELETED]

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 [Deleted]

6.03 [Deleted]

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum 1	April 11, 2023

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

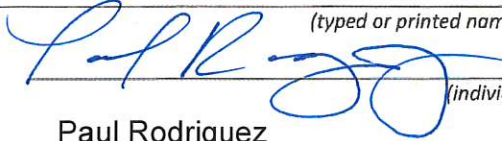
BIDDER hereby submits this Bid as set forth above:

Bidder:

Rodriguez Mechanical Contractors, Inc.

(typed or printed name of organization)

By:


(individual's signature)

Name: Paul Rodriguez

(typed or printed)

Title: President

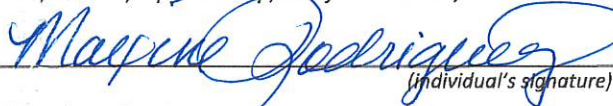
(typed or printed)

Date: 04-17-23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:


(individual's signature)

Name: Maxine Rodriguez

(typed or printed)

Title: Secretary of Corporation

(typed or printed)

Date: 04-17-23

(typed or printed)

Address for giving notices:

541 S 11th St - Kansas City KS 66105

Bidder's Contact:

Name: Kyle Dunwoodie

(typed or printed)

Title: Sr Estimator

(typed or printed)

Phone: 913-281-1814

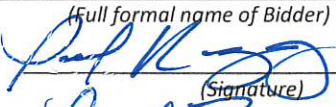
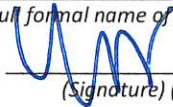
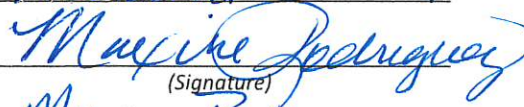
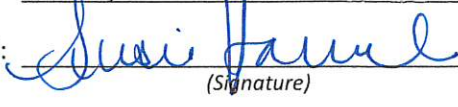
Email: kyle@rmckc.com

Address:

541 S 11th St - Kansas City KS 66105

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

<p>Bidder Rodriguez Mechanical Contractors, Inc. Name: [Full formal name of Bidder] Address <i>(principal place of business)</i>: [Address of Bidder's principal place of business] 541 South 11th Street Kansas City, KS 66105</p>	<p>Surety Employers Mutual Casualty Company Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business] P.O. Box 712 Des Moines, IA 50306-0712 (515) 280-2511</p>
<p>Owner Name: City of Garnett, Kansas Address <i>(principal place of business)</i>: P.O. Box H – 131 W. 5th Ave. Garnett, Kansas 66032</p>	<p>Bid Project Cedar Valley Reservoir Auxiliary Spillway Repairs. City of Garnett, Kansas Cedar Valley Reservoir Auxiliary Spillway Repairs City of Location: Garnett, KS April 17, 2023 Bid Due Date: [Enter date bid is due]</p>
<p>Bond Penal Sum: [Amount] Five Percent (5%) of the Amount Bid Date of Bond: [Date] April 17, 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder Rodriguez Mechanical Contractors, Inc.</p>	<p>Surety Employers Mutual Casualty Company</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p> <p>By:  <i>(Signature)</i></p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p> <p>By:  <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Paul Rodriguez</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Tahitia M. Fry</u> <i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest:  <i>(Signature)</i></p>	<p>Attest:  <i>(Signature)</i></p>
<p>Name: <u>Maxine Rodriguez</u> <i>(Printed or typed)</i></p>	<p>Name: <u>Susie Hammond</u> <i>(Printed or typed)</i></p>
<p>Title: <u>Secretary</u></p>	<p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

MARY T. FLANIGAN, CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, CHARISSA D. LECUYER, REBECCA S. LEAL, EVAN D. SIZEMORE, PATRICK T. PRIBYL, JEFFREY C. CAREY, CHARLES R. TETER, III, C. STEPHENS GRIGGS, TAHITIA M. FRY, Kellie A Meyer, Lauren Scott, Veronica Lawler

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

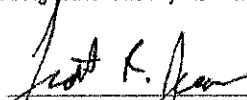
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

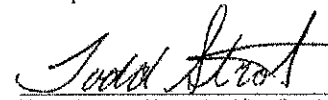
AUTHORITY FOR POWER OF ATTORNEY

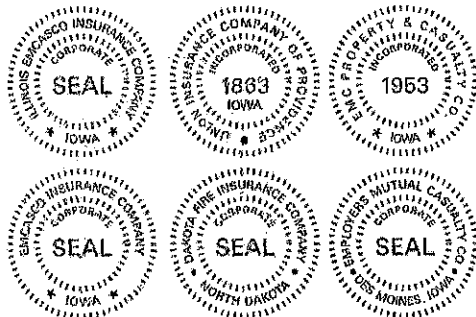
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.


 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

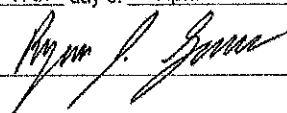

 Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of April, 2023.


 Ryan J. Springer
 Vice President

SECTION 00 45 13

QUALIFICATIONS STATEMENT

ARTICLE 1--GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Rodriguez Mechanical Contractors, Inc.	
Corporate Office			
Name:	Paul Rodriguez	Phone number:	913-281-1814
Title:	President	Email address:	paul@rmckc.com
Business address of corporate office:		541 S 11th St	
		Kansas City KS 66105	
Local Office			
Name:	Paul Rodriguez	Phone number:	913-281-1814
Title:	President	Email address:	paul@rmckc.com
Business address of local office:		541 S 11th St	
		Kansas City KS 66105	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1. Paul Rodriguez - President, Vice President & Treasurer		
	2. Maxine Rodriguez - Secretary		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1976	State in which Business was formed:	MO
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Paul Rodriguez	Title:	President, V. Pres, Treasurer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Maxine Rodriguez	Title:	Secretary
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Master Plumber in Missouri		
Licensing Agency:	KCMO		
License No:		Expiration Date:	
Name of License:	Master Plumber in Kansas		
Licensing Agency:	JOCO		
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input checked="" type="checkbox"/> Minority Business Enterprise	State of Kansas & State of Missouri	- attached
<input type="checkbox"/> Woman-Owned Business Enterprise	KS 03-15-26	MO 07-06-25
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input checked="" type="checkbox"/> Service-Disabled Veteran-Owned Business	Dept of Veteran Affairs	06-29-25 - attached

EICDC C-451, Qualifications Statement.

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<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	3E Safety Management (we sub out safety control)	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Rodriguez Mech Cont	.81	2.46	325269	.72	1.14	350436	.59	2.63	303352

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Academy Bank		
Business address:	1111 Main St Kansas City MO 64106		
Date of Business’s most recent financial statement:	12-31-2022	<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	Reviewed 12-31-23	<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

EJCDC C-451, Qualifications Statement.

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Employers Mutual Casualty		
Surety is a corporation organized and existing under the laws of the state of:	IA		
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	PO Box 712 - Des Moines IA 50308-0712		
Physical Address (principal place of business):	717 Mulberry - Des Moines IA 50306		
Phone (main):	515-280-2511	Phone (claims):	515-280-2511

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's Insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
The Hartford	GL; Auto; Workman's Comp; Umbrella
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):	PO Box 14261 - Lexington KY
Physical Address (principal place of business):	7400 College Blvd - Overland Park KS 66210
Phone (main):	860-547-5000
Phone (claims):	860-547-5000

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	187
Estimate of revenue for the current year:	65,000,000
Estimate of revenue for the previous year:	61,915,639

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project: <i>2 year</i>	
As a general contractor:	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

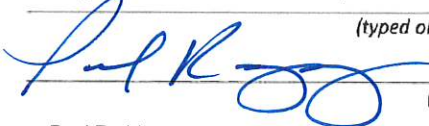
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Rodriguez Mechanical Contractors, Inc.
(typed or printed name of organization)

By: 
(Individual's signature)

Name: Paul Rodriguez
(typed or printed)

Title: President
(typed or printed)

Date: 04-17-2023
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(Individual's signature)

Name: Maxine Rodriguez
(typed or printed)

Title: Secretary of Corporation
(typed or printed)

Address for giving notices:
541 S 11th St - Kansas City KS 66105

Designated Representative:
Name: Kyle Dunwoodie
(typed or printed)

Title: Sr Estimator
(typed or printed)

Address: 541 S 11th St - Kansas City KS 66105

Phone: 913-281-1814

Email: kyle@rmckc.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Kyle Dunwoodie	
Years of experience as project manager		32	
Years of experience with this organization		4	
Number of similar projects as project manager		53	
Number of similar projects in other positions		360+Pau	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Casino KC		5%	August 2023
NKC Crestview Elementary		5%	September 2024
Indian Trails Aquatic Center		5%	August 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ryan Chambers	Name	Stanley Kim
Title/Position	Owner/Developer	Title/Position	Senior Estimator
Organization	Barry Row LLC	Organization	PDG Construction
Telephone	816-804-7010	Telephone	214-821-3734
Email	rchambers@mtg-group.com	Email	skim@pricedgconstruction.com
Project	27 ROW	Project	Sorrento
Candidate's role on project	RMC was the general cont. placing Shore Flex, amongst site work and utilities	Candidate's role on project	subcontractor for site utilities and earthwork, placing Flex A Mat
Project Superintendent			
Name of individual		Travis Miller	
Years of experience as project superintendent		54.5	
Years of experience with this organization		3.15	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		36	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
27 Row		5%	Jan. 2023
NKC Crestview		10%	Aug. 2024
Indian Trails Aquatic		5%	Sept. 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Ryan Chambers	Name	Glenn Baurer
Title/Position	Owner Developer	Title/Position	Senior Project Manager
Organization	Barry ROW LLC	Organization	Whiting-Turner
Telephone	816-804-7010	Telephone	702-237-2681
Email	rchambers@mtg-group.com	Email	glenn@Whiting-turner.com
Project	27 ROW	Project	Casino KC
Candidate's role on project	acting general contractor placing Shore Flex, utilities and site work	Candidate's role on project	acting sub contractor, site utilities and site work including mote activities

Safety Manager <i>Dude</i>			
Name of individual		3E Safety Management (we sub out safety control)	
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Indian Trails Aquatic Center			
Quality Control Manager <i>Dar</i>			
Name of individual		Darin Lutz	
Years of experience as project superintendent		12 years	
Years of experience with this organization		3 years	
Number of similar projects as project superintendent		18	
Number of similar projects in other positions		57	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
27 Row		10%	Jan 2023
Blue River Commerce Center #4		20%	April 2023
Blue River Commerce Center #5		20%	May 2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Josh Wilson	Name	Tad Knapp
Title/Position	Project Manager	Title/Position	Project Manager
Organization	Contegra Construction	Organization	GPS-Goodwin Professional Services
Telephone	618-219-4896	Telephone	816-646-9246
Email	jwilson@contegracc.com	Email	tad.k@gps-kc.com
Project	BRCC 4	Project	BRCC 5
Candidate's role on project	Superintendant in day to day earthwork operations	Candidate's role on project	Superintendent in day to day earthwork operations

Schedule A—Current Projects

Name of Organization		Rodríguez Mechanical Contractors, Inc.		
Project Owner		Northpoint Development	Project Name	Blue River Commerce Bldg 5
General Description of Project		Site Earthwork - grading, earthwork, lime treatment, and gravel base		
Project Cost		667,950.49	Date Project	March 2022 - May 2023
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager
Name		Kyle Dunwoodie	Travis Miller	3E Safety Management
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Trent Squires	PM	Northpoint	816-469-9372
Designer	Brody Sherar	PM	Sitepoint	573-825-4383
Construction Manager	Austin Christensen	Project Manager	GPS-KC	913-660-8804
Email: tsquires@northpointkc.com, sitepoint@northpointkc.com, austin.c@gps-kc.com				
Project Owner		City of Lenexa Kansas		Project Name
General Description of Project		Earthwork & Site Utilities		
Project Cost		1,193,799	Date Project	April 2023 to April 2024
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager
Name		Kyle Dunwoodie	Travis Miller	3E Safety Management
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	City of Lenexa		City of Lenexa Kansas	
Designer	SFS Architecture		SFS Architecture	816-474-1397
Construction Manager	Staphanie Newsom	Project Manager	McCown Gordon	816-960-1111
Email: SFSAECH.com				
Project Owner		39th and State Line Road, LLC		Project Name
General Description of Project		Earthwork & Site Utilities		
Project Cost		2,436,216	Date Project	November 2022 - March 2024
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager
Name		Kyle Dunwoodie/Tyler Stifner	Travis Miller / Richard Furgeson	3E Safety Management
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Shawn Billinger	PM	39th and State Line Road, LLC	816-289-0861
Designer			Helix Architecture	1629 Walnut, KC, MO 64108
Construction Manager	Taylor Peak	Construction Superintendent	Milhaus Construction LLC	816-400-3218
Email: shawn.billinger@milhaus.com, taylor.peak@milhaus.com				

Schedule B—Previous Experience with Similar Projects

Name of Organization	Rodriguez Mechanical Contractors, Inc.				
Project Owner	PDG Construction	Project Name	Sorrento		
General Description of Project	Apartment Complex / Public StormWeir Using Flex-A-Mat / Placed 12,150 sq of Flex-A-Mat				
Project Cost	757,169	Date Project	05-21/23 to current		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Dunwoodie	Travis Miller	3E Safety Management (we sub out safety control)	Darin Lutz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sorento Place Apts	Owner	Price Brothers	12721 Metcalf - Overland Park KS 66213	
Designer	HEDK Architects	Designer	HEDK	4202 Beltway - Dallas TX 75001	
Construction Manager	Stanley Kim	Sr Estimator	PDG Construction	214-821-3734	skim@prcdgconstruction.com

Project Owner	Midwest Capital Mortgage		Project Name	27 Rowe	
General Description of Project	Housing Development / Re-directed creek with Shore-Flex / placed 780 sy Shore - Flex				
Project Cost	1,464,580	Date Project	03-2022 to 03-2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tyler Sliffer	Travis Miller	3E Safety Management (we sub out safety control)	Darin Lutz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Ryan Chambers	Presidnet	Barry Row LLC	816-804-0710	rchambers@mtg-group.com
Designer	Kimley Horn	Desinger	Kimley Horn	816-852-0350	1828 Walnut, KCMO 64108
Construction Manager	Ryan Chambers	President	Barry Row LLC	816-804-0710	rchambers@mtg-group.com

Project Owner	Northpoint Development		Project Name	BRCC 4 & BRCC 5	
General Description of Project	Warehouses in Blue River Complex				
Project Cost	ours, 2.4M and 668K	Date Project	complete 04-23&05-23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Dunwoodie	Travis Miller	Corey Rohs	Darin Lutz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Trent Squires	PM	Northpoint	816-469-9372	tsquires@northpointkc.com
Designer	Brody Sherar	PM	Sitepoint	573-825-4383	sitepoint@northpointkc.com
Construction Manager	Josh Wilson	PM	Contegra	618-322-0033	jwilson@contegracc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Rodriguez Mechanical Contractors, Inc.				
Project Owner	Northpoint		Project Name	BRCC 5	
General Description of Project	Warehouse in Blue River Commerce				
Project Cost	668K		Date Project	completes 5-2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Dunwoodie	Travis Miler	Corey Rohs	Darin Lutz	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Trent Squires	PM	Northpoint	816-469-9372	tsquires@northpointkc.com
Designer	Brody Sherar	PM	Sitepoint	573-825-4383	sitepoint@northpointkc.com
Construction Manager	Tad Knapp	PM	GPS	813-646-9246	tad.k@gps-kc.com
Project Owner	Bally's KC		Project Name	Casino KC	
General Description of Project	Sitework and underground utilities with work on the river boat mote				
Project Cost	2.8M		Date Project	Completes August 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Dunwoodie	Travis Miller	Corey Rohs	Jerry Myers	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Donovan	PM	Bally's KC	775-686-0097	mdonovan@casinokc.com
Designer	Christene Faverio	PM	JCJ Arch.	860-247-9226	cfaverio@jcj.com
Construction Manager	Glenn Bauer	PM	Whiting-Turner	702-237-2681	glenn.bauer@whiting-turner.com
Project Owner	Amazon		Project Name	Amazon/ Project Romeo	
General Description of Project	Amazon warehouse in Pappilion, NE				
Project Cost	2.6M		Date Project	completed April 2021	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Dunwoodie	Jason Horinek	Corey Rohs	Mark Osborne	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner			Amazon		
Designer			Progressive AE		
Construction Manager					

Steve Leverington PM Ryan Comp. 319-329-2236 stev.leverington@ryancompanies.com

power to indemnify him against such liability under this Article. The right of indemnification under this Article shall not be exclusive, but shall be in addition to all other rights and remedies to which any director or officer may be entitled as a matter of law.

ARTICLE IX

Joint Meetings of Directors and Shareholders

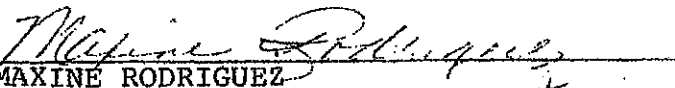
Section 1. Joint meetings of the directors and shareholders of this corporation may be held at any time or at any place pursuant to a resolution duly adopted by the Board of Directors or pursuant to the consent of the shareholders and directors.

Section 2. The minutes of any joint meeting of the shareholders and directors as provided in Section 1 of this Article shall affirmatively show the number of shares of stock of the corporation represented at such meeting and the number of shares of stock voted for or against any resolution, motion or proposition submitted at such meeting.

Upon motion duly made, seconded and unanimously adopted, the undersigned, constituting the Board of Directors of Rodriguez Plumbing Company do this 3rd day of December, 1979, adopt the foregoing By-Laws, Articles I through IX inclusive, as the By-Laws of this corporation, and said By-Laws are hereby ratified and adopted by the undersigned and each of them.



PAUL RODRIGUEZ



MAXINE RODRIGUEZ

March 13, 2023

Rodriguez Mechanical Contractors, Inc.
541 S. 11th St.
Kansas City, KS 66105

Re: Experience Modification Rating History

To whom it may concern:

The Workers' Compensation Experience Modification Rates as promulgated by the Interstate Rating Bureau, NCCI, are as follows:

Effective Date	Experience Modification Rate
4/29/2023	.85
4/29/2022	.81
4/29/2021	.72
4/29/2020	.59
4/29/2019	.72

These historical experience modification factors reflect Rodriguez Mechanical Contractor's continued commitment to safety. If you have questions, please feel free to contact me. With our client's permission, we will be happy to discuss.

Sincerely,

Lockton Companies, LLC



Derrick Rowan, CPCU, ARM, CRIS
Account Executive



Kansas Statewide Certification Program

This is to certify **Rodriguez Mechanical Contractors, Inc.** qualifies as a
Minority Business Enterprise (MBE)
and has met the eligibility criteria established by the State of Kansas,
Office of Minority and Women Business Development

NAICS Code/Work Type(s): **237110**-Utility Water and Sewer line and Related Structure Construction; **238220**-Plumbing Contractors; **238910**-Site Preparation Contractors (Excavation Contractors); **327390**-Other Concrete Product Manufacturing; **332996**-Fabricated Pipe and Pipe Fitting Manufacturing; **332999**-All Other Miscellaneous Fabricated Metal Product Manufacturing; **423720**-Plumbing and Heating Equipment and Supplies (Hydronics) Merchant (Pipe, Pipe Fittings and Valves, Plumbing Fixtures Merchant Wholesalers)

11/21/2022
Effective Date

3/15/2026
Renewal Date

Rhonda Harris

Rhonda Harris, Director
Office of Minority & Women Business
Development





Kenneth J. Zellers
Commissioner

Danielle C. Briot
Acting Director

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
OFFICE OF EQUAL OPPORTUNITY

THIS CERTIFIES THAT

Rodriguez Mechanical Contractors Inc.

Qualifies as a Minority-Owned Business Enterprise which has met the eligibility criteria established by the State of Missouri, Office of Administration.

Danielle C. Briot, Acting Director, Office of Equal Opportunity

Certification Number: 18300	Date of Issue: 7/6/2022	Date of Expiration: 7/6/2025
-----------------------------	-------------------------	------------------------------

- ❖ Date of Expiration is only valid with completion of Annual Update / Recertification prior to the anniversary date.
- ❖ Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at: <https://apps1.mo.gov/MWBCertifiedFirms/>



**DEPARTMENT OF VETERANS AFFAIRS
Center for Verification and Evaluation
Washington DC 20420**

6/29/2022

In Reply Refer To: **00VE**

Mr. Paul D. Rodriguez
Rodriguez Mechanical Contractors, Inc.
SAM UEI: ZZ3BHM7KUYC4
541 S. 11th Street
Kansas City, KS 66105

Dear Mr. Rodriguez:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Verification and Evaluation (CVE), I am writing to inform you that Rodriguez Mechanical Contractors, Inc. has been verified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and added to the Vendor Information Pages (VIP) at <https://www.vetbiz.va.gov/>. Rodriguez Mechanical Contractors, Inc. will be eligible to participate in Veterans First Contracting Program opportunities with VA.

This verification is valid for three (3) years from the date of this letter. Please retain a copy of this letter to confirm Rodriguez Mechanical Contractors, Inc.'s continued program eligibility in accordance with 38 Code of Federal Regulations (CFR) § 74.12. You may reapply 120 days prior to your expiration date by logging in to your VIP profile.

To promote Rodriguez Mechanical Contractors, Inc.'s verified status, you may use the following link to download the logo for use on marketing materials and business cards: https://www.va.gov/OSDBU/docs/cve_completed_s.jpg. In addition, please access the following link for information on the next steps and opportunities for verified businesses: <http://www.va.gov/osdbu/verification/whatsNext.asp>.

To ensure that Rodriguez Mechanical Contractors, Inc. is correctly listed in the Vendor Information Pages, check Rodriguez Mechanical Contractors, Inc.'s profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Rodriguez Mechanical Contractors, Inc. is presently, as of the issuance of this notice, in compliance with the regulation, Rodriguez Mechanical Contractors, Inc. must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Eligibility changes not reported to CVE within

"World Class Professionals

Enabling Veteran Business Opportunities by Protecting the Veteran Advantage - One Vet at a Time"

Page 2

Mr. Paul D. Rodriguez

30 days could result in a referral to the Office of Inspector General (OIG), a referral to the Debarment and Suspension Committee, and the initiation of cancellation proceedings—all of which could result in Rodriguez Mechanical Contractors, Inc. being removed from the VIP Verification Program.

Please be advised all verified businesses may be required to participate in one or more post-verification audits at CVE's discretion. Additionally, this letter and other information pertaining to Rodriguez Mechanical Contractors, Inc.'s verification application may be subject to Freedom of Information Act (FOIA) requests. However, FOIA disclosures include exceptions regarding the personal privacy of individuals, and VA policy similarly provides limitations on the release of individual records.

If Rodriguez Mechanical Contractors, Inc. receives a negative size determination from the U.S. Small Business Administration (SBA), CVE must act in accordance with 38 CFR § 74.2(e). Also note, if at any time Rodriguez Mechanical Contractors, Inc. discovers that it fails to meet the size standards for any NAICS Code(s) listed on its VIP profile, CVE requires such NAICS Code(s) be removed within five (5) business days. If the NAICS Code(s) are not removed within the allotted five (5) business days, CVE may request SBA conduct a formal size determination. In addition, CVE may initiate a referral to OIG, a referral to the Debarment and Suspension Committee, and pursue cancellation proceedings. All of the aforementioned referrals and procedures could result in Rodriguez Mechanical Contractors, Inc. being removed from the VIP Verification Program.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink, appearing to read "D Scott Wilson", with a stylized flourish at the end.

Douglas Scott Wilson
Deputy Director
Center for Verification and Evaluation

Department of Commerce
Business Development
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354



Phone: (785) 296-5298
Fax: (785) 296-3490
TTY: 711
KansasCommerce.gov

David C. Toland, Secretary

Laura Kelly, Governor

November 21, 2022

Paul Rodriguez
Rodriguez Mechanical Contractors, Inc.
541 South 11th
Kansas City, KS 66105

Dear Mr. Rodriguez:

The Kansas Statewide Certification Program (KSCP) is pleased to notify you that your firm has met the requirements for certification as a **Minority Business Enterprise (MBE)** in accordance with KSCP policies and procedures, as part of the Department's Minority and Women Business Certification Program.

Your firm will be listed with the following work type(s). If you wish to expand your scope of business, you must make a written request to the KSCP for review and determination.

NAICS Code/Work Type(s): **237110-Utility Water and Sewer line and Related Structure Construction; 238220-Plumbing Contractors; 238910-Site Preparation Contractors (Excavation Contractors); 327390-Other Concrete Product Manufacturing; 332996-Fabricated Pipe and Pipe Fitting Manufacturing; 332999-All Other Miscellaneous Fabricated Metal Product Manufacturing; 423720-Plumbing and Heating Equipment and Supplies (Hydronics) Merchant (Pipe, Pipe Fittings and Valves, Plumbing Fixtures Merchant Wholesalers)**

Attached is the **MBE** certificate that reflects the effective and renewal dates of your certification. In order to maintain your certification with KSCP, you must submit annual updates. You will also need to renew your certification every three years. The date of your renewal will be **3/15/2026**. Notification will be sent to you at least 30 days prior to the renewal date of your certification. It is ***your responsibility*** to ensure that your certification is kept up to the date by submitting the required documentation as necessary.

If there is any change in the ownership or control of your firm, you must notify us immediately. Failure to report any of these changes to this office may result in the revocation of your certification.

Your name will appear in the Certification Directory for Minority and Women-Owned Businesses. The directory can be viewed at www.kansascommerce.gov. Click on Program Services and look for Minority and Women Business and click on the directory.

Sincerely,

Rhonda Harris, Director
Office of Minority and Women Business Development

Attachment

THIS CERTIFIES THAT

Rodriguez Mechanical Contractors, Inc.



* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238220; 237110; 236220; 236118; 423510; 423720

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/03/2023

Issued Date

MP02588

Certificate Number

02/24/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Stan Sena".

Stan Sena, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



RODRIGUEZ MECHANICAL CONTRACTORS Inc.

Kyle Dunwoodie: Project Manager

Kyle Joined the RMC team in 2019 where he helped implement the Earthworks Division for Rodriguez Mechanical to coincide with their ongoing plumbing and site utility divisions. Kyle brought with him to RMC over twenty-nine years of solid earthwork and site utility experience from multiple union companies in the Midwest such as Damon Pursell Construction, McAninch Corporation, Beemer Construction, Summit Construction, Kissick Construction, Max Rieke Construction, Kaw Valley Companies and Kiesel Excavating. From this magnitude of companies, Kyle has worked from the ground-up as an operator, site foreman, superintendent, estimator and project manager. Some of Kyle's best attributes is people, teams and projects for completing safe, on-time and under budget projects. Kyle has managed numerous projects through out his career within multi-states some of which currently are Waddell and Reed, Plaza 2 Hotels, Casino KC, Sorrento. Other projects completed that Kyle has been a part of are Romeo, MODOT HWY 169 Widening, Weaver Iowa Fertilizer Plant, Facebook, Jefferson Iowa Casino, KCI Intermodal, Gardner Intermodal numerous schools, prisons and hospitals.

Kyle resides in Richmond, MO where he completed high school. After high school, Kyle spent the next four years at CMSU graduating with a Bachelor of Science degree.

Kyle has a solid reputation for being a problem solver, multi-task team coordinator for both large and small projects.

Kyle will again for this project offer his expertise on providing an on-time, under budget, well managed project as RMC's Project Manager. Kyle will be devoted 100% to this project. Kyle will be responsible for material procurement, specification compliance as well as schedule and field coordination with his team.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

AND FINANCIAL STATEMENTS

DECEMBER 31, 2022

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

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DECEMBER 31, 2022

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BOAN, CONNEALY & HOULEHAN LLC

CERTIFIED PUBLIC ACCOUNTANTS
13220 METCALF AVE., SUITE 100
OVERLAND PARK, KANSAS 66213-2813
(913) 491-9178
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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Board of Directors
Rodriguez Mechanical Contractors, Inc.
Kansas City, Kansas

We have reviewed the accompanying financial statements of RODRIGUEZ MECHANICAL CONTRACTORS, INC., which comprise the balance sheet as of December 31, 2022, and the related statements of operations, retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of RODRIGUEZ MECHANICAL CONTRACTORS, INC. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, except for the issue noted in the Known Departure From Accounting Principles Generally Accepted in the United States of America paragraph, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Known Departure From Accounting Principles Generally Accepted in the United States of America

As more fully described in Note 12 to the financial statements, accounting principles generally accepted in the United States of America require that indirect contract costs should be included in total estimated contract costs and costs incurred to date for each contract. Management expenses indirect job costs as incurred and does not consider their effect on each individual contract's cost to date or their effect on total estimated contract costs. Management has not determined the effects of these departures from accounting principles generally accepted in the United States of America on the accompanying financial statements.

BOAN, CONNEALY + HOULEHAN LLC

Overland Park, KS
April 3, 2023

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

BALANCE SHEET

DECEMBER 31, 2022

ASSETS

CURRENT ASSETS

Cash (Note 1)		\$	462,620
Accounts receivable (including Retainage of \$5,085,569)			15,647,543
Costs and estimated earnings in excess of billings on uncompleted contracts (Note 3)			3,739,378
Prepaid expenses			<u>185,963</u>
Total Current Assets			20,035,504

PROPERTY AND EQUIPMENT, At cost (Note 1)

Automotive equipment	\$	2,560,315	
Equipment and tools		9,782,654	
Office equipment		368,865	
Leasehold improvements		<u>868,802</u>	
		13,580,636	
Less accumulated depreciation		<u>10,194,396</u>	3,386,240

OTHER ASSETS

Operating lease right of use asset (Notes 1 & 7)		151,593
Cash surrender value, life insurance (Note 10)		<u>1,211,293</u>

\$ 24,784,630

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

BALANCE SHEET

DECEMBER 31, 2022

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Bank overdraft (Note 1)		\$ 1,116,225
Accounts payable		6,367,520
Payroll and sales tax payable		148,726
Union benefits payable		688,937
Current maturities		
Long-term debt		997,606
Note payable, line of credit (Note 6)		1,142,202
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 3)		859,875
Lease liabilities - current (Notes 1 & 7)		<u>151,593</u>
Total Current Liabilities		<u>11,472,684</u>

LONG-TERM DEBT (Notes 4 & 5)

Notes payable	\$ 4,998,586	
Less current maturities	<u>(997,606)</u>	4,000,980

RELATED PARTY NOTES PAYABLE (Note 5)

Total Liabilities		<u>2,055,893</u>
		<u>17,529,557</u>

STOCKHOLDER'S EQUITY

Common stock, \$1 par value, authorized 30,000 shares, Issued and outstanding 1,750 shares	1,750	
Additional Paid in Capital	2,936,008	
Retained earnings	<u>4,317,315</u>	<u>7,255,073</u>
		<u>\$ 24,784,630</u>

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>Earned</u>	<u>Cost</u>	<u>Gross Income</u>
INCOME FROM CONSTRUCTION			
Contracts completed during the year ended December 31, 2022	\$ 18,588,015	\$ 16,298,105	\$ 2,289,910
Contracts in progress at December 31, 2022	<u>43,327,624</u>	<u>36,209,654</u>	<u>7,117,970</u>
	<u>\$ 61,915,639</u>	<u>\$ 52,507,759</u>	\$ 9,407,880
INDIRECT JOB COSTS			
Depreciation		1,198,424	
Taxes, payroll and general		818,797	
Equipment repairs and maintenance		2,152,014	
Truck expenses		721,033	
Insurance		<u>334,131</u>	<u>5,224,399</u>
			4,183,481
GENERAL AND ADMINISTRATIVE EXPENSES			
Advertising		9,410	
Bad Debt Expense		6,162	
Depreciation and amortization		71,652	
Taxes, general and payroll		204,707	
Legal and accounting		81,382	
Telephone and utilities		174,694	
Small equipment		1,550	
Office expense and postage		170,385	
Interest		340,328	
Dues and subscriptions		102,717	
Donations		1,989	
Meals and entertainment		1,328	
Salaries		2,764,532	
Insurance		100,379	
Penalties		88,684	
Licenses and permits		24,544	
Retirement plan expense		13,676	
Estimating expense		22,845	
Bank fees		61,568	
Travel and conferences		<u>1,557</u>	<u>4,244,089</u>
			(60,608)
OTHER INCOME/(EXPENSE)			
Life Insurance Dividend Income		27,027	
Life Insurance Dividend Income		-	
Bad Debt Recovery & Miscellaneous income		83,301	
Gain on sale of Equipment		131,143	
Legal Settlement Recovery		<u>136,072</u>	<u>377,543</u>
NET INCOME/(LOSS)			<u>\$ 316,935</u>

See Independent Accountant's Review Report.
See Notes to Financial Statements.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

STATEMENT OF RETAINED EARNINGS

FOR THE YEAR ENDED DECEMBER 31, 2022

RETAINED EARNINGS, BEGINNING OF YEAR	\$ 4,000,380
NET INCOME/(LOSS)	316,935
DIVIDENDS	<u> -</u>
RETAINED EARNINGS, END OF YEAR	<u>\$ 4,317,315</u>

See Independent Accountant's Review Report.
See Notes to Financial Statements.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income/(Loss)	\$ 316,935
Adjustments to reconcile net income/(loss) to net cash provided by (used by) operating activities:	
Depreciation and amortization	1,270,076
Gain on sale of equipment	(131,143)
Amortization of operating lease right of use asset	278,046
Change in assets and liabilities:	
Increase in accounts receivable, including retainage	(2,298,992)
Decrease in costs & estimated earnings in excess of billings	316,405
Increase in prepaid expenses	(7,232)
Increase in cash surrender value, life insurance	(103,051)
Increase in bank overdraft	185,220
Increase in accounts payable and accrued liabilities	1,512,336
Increase in billings in excess of costs & estimated earnings	76,443
Decrease in lease liabilities	<u>(278,046)</u>
Net Cash provided by Operating Activities	1,136,997
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of property, plant and equipment	131,143
Purchase of property and equipment	<u>(503,678)</u>
Net Cash (Used by) Investing Activities	(372,535)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from long-term debt	3,698,787
Principal payments on long-term debt	(1,289,943)
Proceeds from shareholder note payable	2,070,464
Repayment shareholder note payable	(14,571)
Net repayment on Line of Credit note payable	<u>(5,133,281)</u>
Net Cash (Used by) Financing Activities	<u>(668,544)</u>
NET INCREASE IN CASH	95,918
CASH AT BEGINNING OF YEAR	<u>366,702</u>
CASH AT END OF YEAR	<u>\$ 462,620</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOWS INFORMATION:	
Cash paid during the year for interest	<u>\$ 340,328</u>
Noncash investing and financing activities:	
Operating lease financed with lease liabilities recorded in connection with implementation of FASB ASC 842	<u>\$ 429,639</u>

See Independent Accountant's Review Report.
See Notes to Financial Statements.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Company was incorporated November 26, 1979, with its principal business activity being plumbing and prime-utility construction.

The length of the Company's contracts varies, but is typically less than one year, therefore, assets and liabilities are classified as current and noncurrent, although some contract related items in the balance sheet may not be realized and liquidated within one year.

Revenue Recognition

Beginning in 2019, the Company adopted Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606). The Company's revenue recognition policy under Topic 606 is described in the following paragraphs.

The Company derives its revenues from providing commercial plumbing and prime-utility construction. Revenues are recognized when control of these services are transferred to its customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those services. The contracts are considered to be single performance obligations that are satisfied over time.

The Company recognizes contract revenue for financial reporting purposes over time. Progress towards the completion of contracts is determined by the percentage of costs incurred to date to the estimated total costs for each contract. Contracts may extend over one or more fiscal years, and revisions in costs and profit estimates are reflected in the accounting period in which the facts indicating the need for such revisions become known. When estimates indicate a probable ultimate loss on a contract, the full amount of such estimated loss is recognized.

The Company's accounts receivable, the costs and estimated earnings in excess of billings on uncompleted contracts ('Contract Assets'), and the billings in excess of costs and estimated earnings on uncompleted contracts ('Contract Liabilities') are products of contracts with customers. These assets and liabilities related to contracts with customers were as follows for years ended December 31:

	<u>2021</u>	<u>2022</u>
Accounts Receivable	\$ 13,348,551	\$ 15,647,543
Contract Assets	\$ 4,055,783	\$ 3,739,378
Contract Liabilities	\$ 783,432	\$ 859,875

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to operations when that determination is made.

Compensated Absences

Employees of the Company are entitled to paid vacations, sick days and other time off depending on job classification, length of service and other factors. It is impracticable to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when paid to employees.

Property and Equipment, and Depreciation

Property and equipment are stated at cost. Depreciation is computed using straight-line and accelerated methods over the following estimated useful lives:

Automotive equipment	5 years
Construction equipment	5 years
Office equipment	3 to 7 years
Leasehold improvements	15 years

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

Cash equivalents are included in cash. The Company considers interest bearing investments due on demand as cash equivalents. The company is required to maintain a minimum balance of \$50,000 in the same bank as the company's revolving line of credit. Funds are automatically advanced from the line of credit to maintain the minimum balance.

Bank Overdraft

Bank overdraft represents the amount of checks outstanding in excess of cash in bank and deposits in transit. Line of credit funds are advanced to cover checks as presented.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 1: NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of FASB ASC 842

Effective January 1, 2022, the Company adopted FASB ASC 842, Leases. The new standard establishes a right of use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. The Company determines whether a contract is a lease at contract inception or for a modified contract at the modification date. Leases are classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification. Leases with a term of less than 12 months will not record a right of use asset and lease liability, and the payments will instead be recognized into profit or loss on a straight-line basis over the lease term.

The adoption of FASB ASC 842 resulted in the recognition of right-of-use-assets of \$429,639 and operating lease liabilities of \$429,639 as of January 1, 2022. Results for periods beginning prior to January 1, 2022 continue to be reported in accordance with the Company's historical accounting treatment.

NOTE 2: INCOME TAXES AND CHANGE OF YEAR END

Effective December 1, 2015, the Company elected "S Corporation" status whereby the Company's earnings are taxed directly to the shareholders for federal and state income tax purposes. As part of this change, the tax year for the company changed from a fiscal year ending November 30th to a calendar year ending December 31st. Beginning January 1, 2016, the Company decided to adopt the same year end for financial reporting purposes as well.

The Company's federal and state income tax returns are subject to examination by taxing authorities generally for a period of three years from the earlier of the tax return due dates (including extensions) or the date they are filed. There are currently no income tax examinations in process.

NOTE 3: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The Company's costs and estimated earnings on contracts in progress at December 31, 2022 consists of the following:

Costs and accrued earnings on uncompleted contracts	\$ 64,344,015
Less billings to date	<u>(61,464,512)</u>
	<u>\$ 2,879,503</u>

These amounts are included in the accompanying balance sheet as follows:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 3,739,378
Billings in excess of costs and estimated earnings uncompleted contracts	<u>(859,875)</u>
	<u>\$ 2,879,503</u>

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 4: NOTES PAYABLE

Long-term notes payable at December 31, 2022 consisted of the following:

Equipment & bank loans with the following interest rates & monthly payments:

0%, \$35,524 monthly, varying maturities with longest maturing in 2025	\$ 525,896
2.25-4%, \$65,965 monthly, varying maturities with longest maturing in 2024	907,049
5% bank loans, \$16,353 monthly, varying maturities, longest maturing in 2025	3,500,622
5.49%, \$1,633 monthly, maturing 2026	<u>65,019</u>
Total Equipment & Bank Loans / Long-term Notes Payable	<u>4,998,586</u>

Current maturities obligation over the next five years:

December 31, 2023	\$ 997,606
December 31, 2024	686,352
December 31, 2025	3,301,826
December 31, 2026	12,802
December 31, 2027	<u>-</u>
	<u>\$ 4,998,586</u>

NOTE 5: SHAREHOLDER NOTE PAYABLE

The shareholder advanced a total of \$2,070,464 to the Company throughout the year. A total of \$14,571 of principal was repaid along with \$15,243 of interest. The note payable balance at 12/31/2022 was \$2,055,893. The debt is unsecured and due on demand, but are not expected to be paid or collected currently. As such the shareholder note payable is presented in long-liabilities at December 31, 2022.

NOTE 6: LINE OF CREDIT

The Company has a revolving line of credit with its bank in the amount of \$5,500,000 with a variable interest rate which was 7.5% at December 31, 2022. The line of credit matures March 31, 2023. The balance of this note at December 31, 2022, was \$1,142,202. The note is secured by substantially all of the assets of the Company, real estate & life insurance owned by the shareholder and related parties and unlimited personal guarantees from the Company's shareholder and spouse. The note agreement requires the Company to maintain certain covenants and financial ratios, and limits the amount of the line of credit based on the Company's level of eligible accounts receivable. The Company was in compliance with these covenants as of December 31, 2022. Subsequent to the end of the year, the Company renewed the line of credit until March 30, 2024.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 7: LEASE COMMITMENTS

The Company leases certain construction equipment under operating leases with terms that do not exceed two years. The Company also regularly rents equipment on a month to month basis. The Company's lease arrangements may contain both lease and non-lease components, but the Company will only consider the fixed lease component for measuring the lease assets and liabilities. Payments under these leases are fixed and could include variable lease payments based on use. There were no variable lease costs in 2022.

The Company calculates the present value of lease payments using the rate implicit to each lease, when readily determinable. If the rate implicit to the lease is not readily determinable, the Company uses a risk-free discount rate by class of asset, determined using a period comparable to that of the lease term. The weighted average discount rate related to the Company's operating lease liabilities as of December 31, 2022 was 4.34%.

The components of lease expense presented as rent on the statement of operations are as follows:

Operating lease cost	\$ 291,215
Short-term lease cost	<u>2,946,476</u>
Total lease expense	<u>\$ 3,237,691</u>

As of December 31, 2022, the future minimum operating lease payments are as follows:

2023	\$ 153,454
2024	-
2025	-
2026	-
2027	-
Total undiscounted future lease payments	<u>153,454</u>
Less: Imputed interest	<u>(1,861)</u>
Total reported lease liability	<u>\$ 151,593</u>

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 8: MULTI-EMPLOYER PENSION PLANS

The Company contributed \$3,136,776 for the year ended December 31, 2022, to several multi-employer pension plans for employees covered by collective bargaining agreements. These plans are not administered by the Company, and contributions are determined in accordance with provisions of negotiated labor contracts. The risks of participating in these multiemployer plans differ from those of single-employer plans in the following respects:

- 1) Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- 2) If a participating employer stops contributing to the plan, then the unfunded obligations of the plan may be borne by the remaining participating employers.
- 3) If a participating employer chooses to stop participating in a multiemployer plan, then it may be required to pay that plan an amount based on the underfunded (if any) status of the plan. This is referred to as a withdrawal liability.

The following is a tabulation of the name; identification number; status under the Pension Protection Act; the plan's surcharge and funding improvement plan; Company contribution; and the expiration date of the Union contract for the multiemployer plans that the Company contributes to:

- A) Plumbers Local #8; 44-6010180; holding a Green status (over 80% funded) and not subject to a surcharge. The Company contributed \$1,083,123 during the year and the contract expires May 31, 2023.
- B) United Association National Pension, formerly National Plumbers; 52-6152779; holding a Green status (over 80% funded) and not subject to a surcharge. The Company contributed \$636,830 during the year and the contract expires May 31, 2023.
- C) Construction and General Laborers' Union Local #1290; 43-6141953; holding a Green status (over 80% funded) and not subject to a surcharge; The Company contributed \$533,948 during the year and the contract expires March 31, 2025.
- D) Operating Engineers Local 101; 43-6059213; holding a Green status (over 80% funded) and not subject to a surcharge. The Company contributed \$848,999 during the year and the contract expires March 31, 2027.

The Company provides less than 5% of each of the unions' funding for these plans.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 9: RELATED PARTY TRANSACTIONS

The Company leases its office/storage facilities from an S-corporation owned by the same shareholder/ officer of the Company and 2 other buildings owned by the shareholder on a month to month basis. The shareholder agreed to waive rental payments for all of 2022.

The Company paid a total of \$27,517 on a life insurance policy owned personally with the Shareholder's spouse as the beneficiary. These payments were treated as a repayment of the shareholder note payable (See Note 10).

See Note 5 regarding the shareholder note payable transactions.

NOTE 10: LIFE INSURANCE

At December 31, 2022, Rodriguez Mechanical Contractors, Inc. owned \$3,000,000 in life insurance on Paul D. Rodriguez. The annual premiums on these policies are \$83,046. At December 31, 2022, the cash surrender value on these policies was \$1,211,293.

The Company is also paying \$27,517 annually for a \$1,000,000 life insurance policy on Paul Rodriguez with Maxine Rodriguez as the beneficiary. These premiums were treated as a repayment of the shareholder note payable.

NOTE 11: SIGNIFICANT ESTIMATES AND CONCENTRATIONS

Generally accepted accounting principles require disclosure of certain significant estimates and current vulnerabilities due to certain significant concentrations. Those matters include the following:

- Substantially all of the Company's labor force is covered by collective bargaining agreements.
- The Company's revenue recognition accounting method requires the use of estimates regarding the total cost of the contract which can substantially affect the amount of revenue recognized.
- The nature of the Company's business is to regularly have contracts that represent a significant portion of its annual revenue. The Company grants credit to customers, many of whom are in the construction industry and most are located in the greater Kansas City metropolitan area. For the year ended December 31, 2022, the Company performed multiple contracts for three customers that accounted for 16%, 15%, and 11% of their revenue. Similarly, accounts receivable - including retainage, from multiple contracts with three customers amounted to 19%, 11% and 10% of the Company's accounts receivable balance at December 31, 2022.
- Financial instruments that potentially subject the Company to credit risk includes cash on deposit with a financial institution. From time to time, balances regularly exceed amounts insured by the FDIC. At December 31, 2022 cash on deposit balances exceeded FDIC Insurance limits by \$267,101.

RODRIGUEZ MECHANICAL CONTRACTORS, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 12: KNOWN DEPARTURE FROM ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES

Generally accepted accounting principles in the United States of America require that indirect contract costs be included in total estimated contract costs and costs incurred to date for each contract. As matter of expediency, in both the bidding/estimating process and for accounting, management expenses indirect job costs as incurred and does not consider their effect on each individual contract's cost to date or their effect on total estimated contract costs. Indirect job costs are calculated at December 31, 2022 and shown on the Statement of Operations under the heading of Indirect Job Costs. If indirect job costs were included in total estimated contract costs it may result in additional loss accruals for jobs that are estimated to ultimately end in a loss because expected losses are recognized in full in the period for which an estimated loss is first expected. Management has not determined the effects of these departures from generally accepted accounting principles on the accompanying financial statements.

NOTE 13: SUBSEQUENT EVENTS

Subsequent event activity has been evaluated by management through the date of the attached Independent Accountant's Review Report that accompanies these financial statements, which is the date the financial statements were available to be issued. In March 2023, the Company renewed it's revolving line of credit with the bank until March 30, 2024.

SECTION 00 41 00

BID FORM

CEDAR VALLEY RESERVOIR AUXILIARY SPILLWAY REPAIRS CONSTRUCTION CONTRACT

City of Garnett, Kansas The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Garnett, Kansas

Attn: Travis Wilson, City Manager

131 West 5th Ave

Garnett, Kansas 66032

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number N/A as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data

ARTICLE 3—BASIS OF BID— UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

\$320,000 GDK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1	\$200,000.0	\$ 200,000.00
2	Clearing, Grubbing & Disposal	LS	1	\$22,500.0	\$ 22,500.00
3	Borrow Pit, Soil Excavation, and Placement	CY	8,350	\$28.50	\$ 237,975.00
4	Random Fill Placement Scour Areas	CY	6,500	\$6.80	\$ 44,200.00
5	Solid Rock Removal	CY	100	\$86.20	\$ 8,620.00
6	Flexamat Plus Installation and Sublayers	SF	363,992	\$6.00	\$ 2,183,952.00
7	Access Road	LS	1	\$83,000.0	\$ 83,000.00
8	Flexamat Cross Plate Anchor Installed	EA	9,467	\$55.65	\$ 526,838.55
9	Imported Topsoil From Offsite Source	TN	2,000	\$35.70	\$ 71,400.00
10	Grass Seed and Mulch	SF	150,000	\$0.70	\$ 105,000.00
11	Clean up and demobilization	LS	1	\$18,700.0	\$ 18,700.00
12	Irrigation Water with application	1000 Gal	4,000	\$5.00	\$ 20,000.00
13	SWPPP	LS	1	\$14,000.0	\$ 14,000.00
14	1.5 Ton Rip Rap Boulders Installed	TN	1154	\$168.60	\$ 194,564.40
15	3-inch to 6-inch Clean Rock Installed	TN	23	\$96.40	\$ 2,217.20
16	12-inch Clean Rock installed	TN	14	\$107.30	\$ 1,502.20
17	Sedimentation Basin Construction	LS	1	\$104,300.0	\$ 104,300.00
18	Wetland Construction	LS	1	\$28,400.0	\$ 28,400.00
19	Concrete Installed	CY	200	\$236.65	\$ 47,330.00
20	Pre and Post Lidar Surveys	EA	2	\$7,550	\$15,100
21	Aerial Photogrammetry Surveys	EA	4	\$6,440	\$25,760
Total of All Unit Price Bid Items					\$ 4,015,359.35

GDK

\$4,075,359.35 GDK

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Unit Prices)

Total Bid Price (Total of all Unit Price items)	<i>GDK</i>
(Words) <i>four million seventy five thousand three hundred fifty nine dollars + thirty five cents</i>	\$ 4,015,359.35

\$4,075,359.35

ARTICLE 4—[DELETED]

ARTICLE 5—[DELETED]

GDK

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 [Deleted]

6.03 [Deleted]

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	4/11/2023

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and

observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

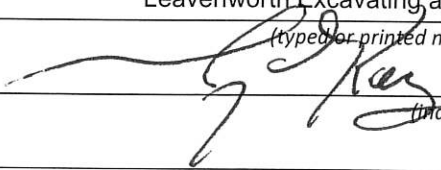
BIDDER hereby submits this Bid as set forth above:

Bidder:

Leavenworth Excavating and Equipment Company Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Greg Kaaz

(typed or printed)

Title:

President

(typed or printed)

Date:

4/17/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Connie Smith

(typed or printed)

Title:

Secretary

(typed or printed)

Date:

4/17/2023

(typed or printed)

Address for giving notices:

5037 S. 4th Street

Leavenworth, Kansas 66048

Bidder's Contact:

Name:

Cody Theis

(typed or printed)

Title:

Estimator

(typed or printed)

Phone:

913-727-1234

Email:

cody@lexeco.com

Address:

5037 S. 4th Street

Leavenworth, Kansas 66048

Bidder's Contractor License No.: (if applicable)

N/A

EJCDC® C-410, Bid Form for Construction Contract.

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**MINUTES OF BOARD OF DIRECTORS
HELD March 30, 2023, REGULAR ANNUAL MEETING**

The annual meeting of the stockholders of the Leavenworth Excavating and Equipment Co., Inc. 5037 S 4th Street, Leavenworth, Kansas, a corporation organized and existing under by virtues of the laws of the State of Kansas, was held at the above address on the 30th day of March 2023, at 6:00 p.m. pursuant to paragraph 7 of the by-laws of the Corporation.

The following Directors all being present: Connie L. Kaaz, Greg D. Kaaz, Matthew D. Kaaz and Lauren M. Kaaz

The first order of business was election of the Directors of the Corporation. THEREUPON on motions made and seconded the following Directors were elected:

Gregory D. Kaaz, 2130 Lecompton Road, Leavenworth, Kansas (Chairman of the Board)
Connie L. Kaaz, 2130 Lecompton Road, Leavenworth, KS
Matthew D. Kaaz, 29136 183rd Street, Leavenworth, KS
Lauren M. Kaaz, 136 W Kay Street, Lansing, KS

The next order of business was the election of the officers of the corporation. THEREUPON on motions made and seconded, the following officers of the Corporation were elected:

Gregory D. Kaaz, President/Treasurer
Matthew D. Kaaz, Vice President
Lauren M. Kaaz, Vice President
Connie R. Smith, Secretary

BE IT FURTHER RESOLVED that all distributions made to shareholders previous to this annual meeting are hereby ratified and confirmed.

BE IT FURTHER RESOLVED that all draws by the corporation on all lines of credit be extend to it, previous to this annual meeting, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED that all extensions by the corporation of credit Kaaz-Lexeco Construction Companies, Inc., Leavenworth Excavating & Equipment Co., Inc, and K&L Leasing, Inc., or any of them, at any time preceding this annual meeting, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED that any officer of the corporation is authorized to sign or execute on behalf of the corporation any bid document(s), bid bond, contract document(s) or contract bond for any project the corporation bids or contracts.

BE IT FURTHER RESOLVED that Greg D. Kaaz, Connie L. Kaaz, Matthew D. Kaaz and Lauren M. Kaaz are hereby authorized to:

1. Open any deposit or share accounts in the name of the corporation
2. Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with any financial institution
3. Borrow money on behalf and in the name of the Corporation, sign execute and deliver promissory notes or other evidences of indebtedness
4. Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security of sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.

5. To execute a guaranty to guarantee repayment of any loan between the Leavenworth Excavating and Equipment Co., Inc., or K&L Leasing Inc. and extensions or renewals thereof.

There was no further business, and the meeting was adjourned.




Greg D. Kaaz, President

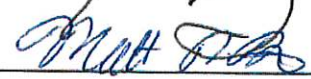
ATTEST:

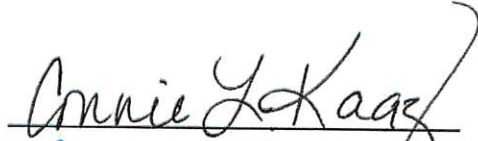



Connie R. Smith, Secretary

Signature of Directors in Attendance:


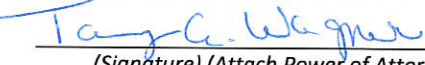
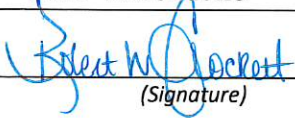









BID BOND (PENAL SUM FORM)

Bidder Leavenworth Excavating & Equipment Co. Inc. Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business] 5037 S. 4th Street Leavenworth, KS. 66048	Surety Travelers Casualty & Surety Co. of America Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business] 7465 W. 132nd Street Suite 200 Overland Park, KS. 66213
Owner Name: City of Garnett, Kansas Address (principal place of business): P.O. Box H – 131 W. 5th Ave. Garnett, Kansas 66032	Bid Project Cedar Valley Reservoir Auxiliary Spillway Repairs. City of Garnett, Kansas Cedar Valley Reservoir Auxiliary Spillway Repairs Location: Bid Due Date: April 17, 2023 [Enter date bid is due]
Bond Penal Sum: [Amount] Five Percent Date of Bond: [Date] April 17, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Leavenworth Excavating & Equipment Co. Inc. <hr/> (Full formal name of Bidder)	Surety Travelers Casualty & Surety Co. of America <hr/> (Full formal name of Surety) (corporate seal)
By:  <hr/> (Signature)	By:  <hr/> (Signature) (Attach Power of Attorney)
Name: <u> Matt D. Kaaz </u> <hr/> (Printed or typed)	Name: <u> Tammy A. Wagner </u> <hr/> (Printed or typed)
Title: <u> Vice-President </u> <hr/>	Title: <u> Attorney-in-Fact </u> <hr/>
Attest:  <hr/> (Signature)	Attest:  <hr/> (Signature)
Name: <u> Robert Crockett </u> <hr/> (Printed or typed)	Name: <u> Justice Aaron </u> <hr/> (Printed or typed)
Title: <u> Administrative Asst. </u> <hr/>	Title: <u> Agent </u> <hr/>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tammy A Wagner** of **LEAVENWORTH, Kansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

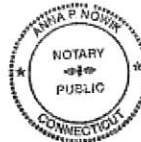
City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of April 2023

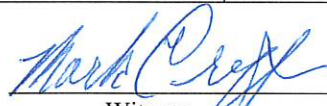


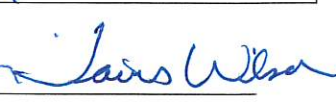
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID TAB SHEET
CEDAR VALLEY RESERVOIR AUXILLARY SPILLWAY REPAIR
CITY OF GARNETT, KANSAS
MEC PROJECT NO. 211294 FEMA – DR4449-KS
APRIL 17, 2023
2:00 P.M.

BIDDER	TOTAL OF ALL UNIT PRICES	BID BOND INCLUDED	ACKNOWLEDGED ADDENDA
CARLSON UTILITY			
COHORST ENTERPRISES, INC.			
ERS, INC.			
FRONTIER SERVICES INC.			
J. RICHARDSON CONSTRUCTION			
KINGS CONSTRUCTION CO., INC.			
KOEHN CONSTRUCTION SERVICES			
L UNDERWOOD, LLC.			
LEXECO, INC.	4,075,359. ³⁵	yes	yes
RODRIQUEZ MECHANICAL	\$4,069,840. ⁰⁰	yes	yes
ENGINEER'S ESTIMATE	\$4,051,820		


 Witness
4/17/23
 Date


4/17/23

BID TABULATION

McCLURE ENGINEERING COMPANY
NORTH KANSAS CITY, MISSOURI

DATE: MONDAY, APRIL 17, 2023

FOR THE CONSTRUCTION OF AN IMPROVEMENT COMPANY DESCRIBED AS:

CITY OF GARNETT, KANSAS

CEDAR VALLEY RESERVOIR AUXILLARY SPILLWAY REPAIRS MEC PROJECT NUMBER 211294

AT THE UNIT PRICES AND EXTENSIONS LISTED BELOW.

ENGINEER'S ESTIMATE

RODRIGUEZ MECHANICAL
CONTRACTORS, INC.
541 S 11TH STREET
KANSAS CITY, KS 66105

LEAVENWORTH EXCAVATING &
EQUIPMENT COMPANY, INC.
5037 S. 4TH STREET
LEAVENWORTH, KS 66048

NO.	DESCRIPTION	QUANTITY		UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:									
1	Mobilization	1	LS	\$78,760.00	\$ 78,760.00	\$261,644.00	\$ 261,644.00	\$320,000.00	\$ 320,000.00
2	Clearing, Grubbing & Disposal	1	LS	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00	\$22,500.00	\$ 22,500.00
3	Borrow Pit, Soil Excavation, and Placement	8,350	CY	\$20.00	\$ 167,000.00	\$10.00	\$ 83,500.00	\$28.50	\$ 237,975.00
4	Random Fill Placement Scour Areas	6,500	CY	\$10.00	\$ 65,000.00	\$5.00	\$ 32,500.00	\$6.80	\$ 44,200.00
5	Solid Rock Removal	100	CY	\$125.00	\$ 12,500.00	\$100.00	\$ 10,000.00	\$86.20	\$ 8,620.00
6	Flexamat Plus Installation and Sublayers	363,992	SF	\$7.50	\$ 2,729,940.00	\$8.00	\$ 2,911,936.00	\$6.00	\$ 2,183,952.00
7	Access Road	1	LS	\$100,000.00	\$ 100,000.00	\$65,000.00	\$ 65,000.00	\$83,000.00	\$ 83,000.00
8	Flexamat Cross Plate Anchor Installed	9,467	EA	\$40.00	\$ 378,680.00	\$30.00	\$ 284,010.00	\$55.65	\$ 526,838.55
9	Imported Topsoil from Offsite Source	2,000	TN	\$14.80	\$ 29,600.00	\$18.00	\$ 36,000.00	\$35.70	\$ 71,400.00
10	Grass Seed & Mulch	150,000	SF	\$0.25	\$ 37,500.00	\$0.20	\$ 30,000.00	\$0.70	\$ 105,000.00
11	Clean Up and Demobilization	1	LS	\$39,380.00	\$ 39,380.00	\$40,000.00	\$ 40,000.00	\$18,700.00	\$ 18,700.00
12	Irrigation Water with Application	4,000	1000 GAL	\$10.00	\$ 40,000.00	\$0.01	\$ 40.00	\$5.00	\$ 20,000.00
13	SWPPP	1	LS	\$25,000.00	\$ 25,000.00	\$20,000.00	\$ 20,000.00	\$14,000.00	\$ 14,000.00
14	1.5 Ton Rip Rap Boulders Installed	1,154	TN	\$100.00	\$ 115,400.00	\$50.00	\$ 57,700.00	\$168.60	\$ 194,564.40
15	3-inch to 6-inch Clean Rock Installed	23	TN	\$50.00	\$ 1,150.00	\$50.00	\$ 1,150.00	\$96.40	\$ 2,217.20
16	12-inch Clean Rock Installed	14	TN	\$75.00	\$ 1,050.00	\$0.00	\$ 0.00	\$107.30	\$ 1,502.20
17	Sedimentation Basin Construction	1	LS	\$75,000.00	\$ 75,000.00	\$85,700.00	\$ 85,700.00	\$104,300.00	\$ 104,300.00
18	Wetland Construction	1	LS	\$50,000.00	\$ 50,000.00	\$10,000.00	\$ 10,000.00	\$28,400.00	\$ 28,400.00
19	Concrete Installed	200	CY	\$200.00	\$ 40,000.00	\$200.00	\$ 40,000.00	\$236.65	\$ 47,330.00
20	Pre and Post Lidar Surveys	2	EA	\$7,550.00	\$ 15,100.00	\$7,550.00	\$ 15,100.00	\$7,550.00	\$ 15,100.00
21	Aerial Photogrammetry Surveys	4	EA	\$6,440.00	\$ 25,760.00	\$6,440.00	\$ 25,760.00	\$6,440.00	\$ 25,760.00
TOTAL OF ALL UNIT PRICES					\$ 4,051,820.00		\$ 4,030,040.00		\$ 4,075,359.35

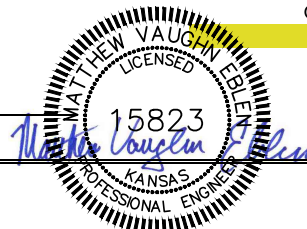
(CORRECTION MADE TO TOTAL)

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED ON APRIL 17, 2023 FOR THE MATERIALS NECESSARY TO CONSTRUCT THE CEDAR VALLEY RESERVOIR AUXILLARY SPILLWAY REPAIRS MEC PROJECT NO. 211294, FEMA - DR4449-KS AND WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF KANSAS.

UNIT PRICES AND EXTENSIONS HAVE BEEN CHECKED ON ALL BIDDERS REFLECTS ERROR

Mathew Eblen, P.E. No. E-15823

DATE



04/19/2023



April 20, 2023

City of Garnett, Kansas
Attn: Travis Wilson, City Administrator
131 West 5th Avenue
Garnett, KS 66032

**RE: Cedar Valley Reservoir Auxiliary Spillway Repair
Recommendation of Award**

Dear Mr. Wilson

Bids for the construction of the Cedar Valley Reservoir Auxiliary Spillway Repair were opened on April 17, 2023.

Two (2) bids were received. The low bid was received from Rodriguez Mechanical Contractors, Inc. of Kansas City, Kansas. The total bid including all unit prices is \$4,030,040.00.

McClure recommends the City issue a notice of award for the contract to Rodriguez Mechanical Contractors, Inc. in the amount of \$4,030,040.00.

We have included a Notice of Award (NOA) for the project. Upon approval by the City Commissioners on April 25, 2023, at the Tuesday Board Meeting, please sign and return NOW to me at this office. We will send to Rodriguez with the Five (5) Contracts for processing.

Please contact me at 816-207-0150 or at mgriffin@mcclurevision.com with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mark Griffin".

Mark Griffin, P.E.*
Senior Project Manager

McCLURE

Enclosures: Notice of Award
Bid Tabulation

• PE - CA, MO
PN # 211294

Section 00 51 00
NOTICE OF AWARD

Date of Issuance:

Owner: City of Garnett, Kansas FEMA Project No.: DR4449-KS
Engineer: McClure Engineering Company Engineer's Project No.: 211294
Project: Cedar Valley Reservoir Auxiliary Spillway Repair
Contract Name: Cedar Valley Reservoir Auxiliary Spillway Repair
Bidder: Rodriguez Mechanical Contractors, Inc.
Bidder's Address: 541 S. 11th Street, Kansas City, KS 66105

You are notified that Owner has accepted your Bid dated **April 17, 2023**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Cedar Valley Reservoir Auxiliary Spillway Repairs.

The Contract Price of the awarded Contract is:

Four Million Thirty Thousand and Forty Dollars and No Cents, **\$4,030,040.00**.
(Words) (Dollars)

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **5** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Garnett**

By (signature): _____

Name (printed): Travis Wilson

Title: City Manager

Copy: Engineer

**Kansas Department of Transportation
PRECONSTRUCTION CONFERENCE**

MEMO TO: Wayne R Gudmonson
District Engineer

FROM: Wayne R Gudmonson
Area Engineer

OFFICE: Garnett Construction Office

DATE: April 06, 2023

TIME: 1:00 PM

LOCATION: Garnett City Hall
131 West 5th Ave.
Garnett, KS 66032
City Commission Chambers

CONTRACT No: 522102414

FEDERAL No: ACNHP-A542(201)

PROJECT No: U059-002 KA-5422-01

COUNTY: Anderson

TYPE OF CONSTRUCTION: Pavement Reconstruction

CONTRACTOR: BETTIS ASPHALT & CONSTRUCTION INC

Area Engineer
Jason Marshall Van Nice, Bureau of Const. & Materials

ATTENDANCE

	Name	Business Telephone	Cell Telephone	Company or Organization	Email Address
1	Ian Stringham	(785) 433-6116	(913) 406-1986	KDOT	ian.stringham@ks.gov
2	Wayne Gudmonson	(620) 902-6415	(620) 305-9649	KDOT	wayne.gudmonson@ks.gov
3	Darrin Petrowsky			KDOT	Darrin.petrowsky@ks.gov
4	Helen Alley	(785) 433-6102		KDOT	helen.alley@ks.gov
5	Chris Becker		(785) 565-1903	BG Consultants	chris.becker@bgcons.com
6	Robert "Adam" Richmond		(757) 277-2312	BG Consultants	Robert.Richmond@bgcons.com
7	Duane Payne		(309) 532-4294	Bettis Asphalt	dpayne@bettisasphalt.com
8	Adam Scott		(785) 221-6929	Bettis Asphalt	ascott@bettisasphalt.com
9	Jason Hoskinson		(785) 840-7299	BG Consultants	Jason.hoskinson@bgcons.com
10	Travis Wilson		(785) 448-5496	City of Garnett	twilson@garnettks.net
11	James DePriest		(785) 433-1216	City of Garnett	jdepriest@garnettks.net
12	Eric Mills			City of Garnett	emills@garnettks.net

I. Delegation of Authority

1. Contractor's Representatives

	Name	Business Telephone	Cell Telephone	Email Address
Project Superintendent:	Adam Scott		(785) 221-6929	ascott@bettisasphalt.com
General Superintendent:	Pete Quinlan			pquinlan@bettisasphalt.com
Project Manager:	Duane Payne		(309) 532-4294	dpayne@bettisasphalt.com

2. KDOT Representatives

	Name	Business Telephone	Cell Telephone	Email Address
Construction Engineer:	Ian W Stringham	(785) 433-6116	(785) 448-4217	ian.Stringham@ks.gov
Field Engineering Admin:	Ian W Stringham	(785) 433-6116	(785) 448-4217	ian.Stringham@ks.gov
Area Engineer:	Wayne R Gudmonson	(620) 308-7617	(620) 305-9649	Wayne.Gudmonson@ks.gov
Project Supervisor:	Chris Becker		(785) 565-1903	chris.becker@bgcons.com
Project Inspector:	Robert "Adam" Richmond		(757) 277-2312	Robert.richmond@bgcons.com
Eng. In Responsible Charge:	Jason Hoskinson		(785) 840-7299	Jason.hoskinson@bgcons.com
Public Affairs Information:	Priscilla A Petersen	(620) 902-6433	(620) 212-2870	Priscilla.Petersen@ks.gov
Emergency Information:				

All correspondence is to be submitted to:

KDOT Garnett 507 N. Maple Garnett, KS 66032 Ian Stringham ian.stringham@ks.gov Isaiah Her Isaiah.her@ks.gov Helen Alley helen.alley@ks.gov Include the project number, contract number, and topic in the subject line on all emails.

II. Progress Schedule and Payment

- A. The contractor shall submit a proposed schedule prior to beginning work on the project.
- B. Early Start: 03/06/2023
- C. Late Start: 05/22/2023
- D. Tentative Start: 05/09/2023
- E. The only contract work allowed before the Notice to Proceed is contract surveying. No other contract work shall be allowed, including driving traffic signs stubs, until the Notice to Proceed is issued.
- F. Working day charges are determined by the C.I.O.W. The contractor has 10 calendar days to dispute differences.
- G. Contractor shall notify project supervisor at least 24 hours in advance for required inspection on Saturdays.

Work only on Saturdays if needed.
- H. Completion date requirements, liquidated damages, incentive/disincentives, and cleanup days are as follows.

115 working days
 30 cleanup days
 \$1400.00 Type A liquidated damages
 \$700.00 Type B liquidated damages
- I. Contractor shall submit an updated schedule to the Engineer within 5 business days after the following events occur(108.3 e)
 - 1. a contract change that effects the schedule by 10 working days
 - 2. a contract delay that effects the schedule by 10 working days
 - 3. work falls behind the latest schedule by 10 working days (14 days for CCD)
- J. Is the Contractor requesting Electronic Deposit? Yes No
- K. Does the Contractor want to be paid once or twice monthly? Once Twice

Submit name and email of person(s) to receive weekly working day reports, change orders, and estimates.
 Duane Payne

III. Right-of-Way/Utilities

- A. Right of Way: Yes No
- B. Utilities: Yes No

Utility	Status	Expected Completion	Comments
Gas		04/20/2023	
Electric		04/20/2023	
Water/Sewer		04/20/2023	
Cable Vyve	complete		
Bright Speed		04/20/2023	

IV. Labor Compliance

- 1. All contractors/subcontractors/trucking firms will be required to submit electronic payrolls using AASHTOWARE Projects Civil Rights Labor (CRL). Additional information that is required to be entered is subcontractor payments (formerly known as the 1010) and bidder quoter information. KDOT is offering training for the new system and all contractors/subcontractors/trucking firms are encouraged to attend training and start entering information now. More information can be found at <http://www.ksdot.org/bureaus/burConsMain/crl.asp>.

- A. Subcontractors
 - 1. Form 259, 260 and a current tax clearance certificate need to be submitted for subcontractor approval.
 - 2. Subcontractors must be approved prior to them working on the project.

Name	Telephone	Work
C-Hawkk		Traffic Control

Perry Fulsom		Erosion Control and Seeding
Tanking Survey		Survey
Traffic Management		Permanent Pavement Marking

B. Wage Rate

1. The Contractor and all subcontractors are required to meet minimum predetermined wage rates as shown in the General Wage Decision is included in the contract.
2. If the appropriate classification for a worker is not listed an additional classification must be requested. Additional wage rate information and a link with instructions for requesting an additional classification can be found at <http://www.ksdot.org/Assets/wwwksdotorg/bureaus/burConsMain/ppreqWagePdf/PDF/RequestForAdditionalClassificationsAndWageRates.pdf>
3. This form must be submitted to KDOT's Letting Engineer for approval.
4. Wage Rate Interviews will be conducted on at least a quarterly basis or a minimum of 1 for the project.

C. EEO Affirmative Action requirements. The Contractor is required to have an EEO Policy and Affirmative Action Plan on file with the Office of Contract Compliance.

D. Has the Contractor designated an EEO Officer?

Yes No, but they will at a later date.

EEO Officer Name: Cole Anderson

E. The Contractor is required to submit weekly payrolls to this office using AASHTOWare Project Civil Rights Labor (CRL). The payroll should be submitted so that it will be in the CRL system no later than seven calendar days after the close of the Contractor's pay period. The payrolls should be numbered consecutively, and the last payroll submitted should be marked final. The work classifications or classification code number must be shown. The classifications shown on the payroll must coincide with the classification on the Wage Rate Decision in the contract.

General Decision Number: KS20210063

Submit name and email of person responsible for entering payrolls into AASHTOWare for Prime Contractor and all sub-contractors working on this project.

Debbie Gliddon

The Inspector will be checking payrolls for this project.

- F. The prime Contractor is also responsible for subcontractors. The subcontractors shall submit their payrolls to the prime Contractor using AASHTOWare Project Civil Rights Labor (CRL) for approval.
- G. For required posters and bulletin boards, see Section 1.10.02 "Enforcement of Labor Provisions" of the KDOT Construction Manual or www.ksdot.org/divadmin/civilrights/
 1. Where will the project bulletin board be located?

North end of job

 - A. This will need to be onsite prior to work starting for the project.
 2. Do you have the up-to-date posters required for this project bulletin board? Yes No
- H. Discuss each point of the Davis Bacon act:

1. **The Davis-Bacon Act:** [40 U.S.C. Sect. 276a.] Davis-Bacon requires payment of locally prevailing wages and fringe benefits to all laborers and mechanics on federally-assisted construction projects in excess of \$2,000.

A. Regulations are set forth in 29 C.F.R. Parts 1, 3, 5 and 7.

B. Employees on nonfederal aid and state-funded highway project contracts shall be paid at least the prevailing wage.

2. **Laborer or mechanic:** Defined as worker whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade) as distinguished from mental or managerial. [29 C.F.R. 5.2(m)]

A.

May include non-laborer and non-mechanic, such as foreman, if performing construction work more than 20% of time. [29 C.F.R. 5.2(m)]

- B. Executives, supervisors, salaried, and office employees are not covered.
- C. Helpers and Apprentices: Must be in approved programs.
3. **Wages:** Means the basic hourly rate of pay plus the reasonably anticipated rate of costs to the contractor or subcontractor in providing bona fide fringe benefits pursuant to an enforceable commitment communicated in writing to the laborers and mechanics affected. [29 C.F.R. 5.2(p)]
- A. Fringe benefits do not include benefits required by Federal, State or local law.
- B. Wages shall be paid at least once a week. [29 C.F.R. 5.5(a)(1)(i)]
- C. Laborers performing work in more than one classification may be paid at the rate specified for each classification. To pay split-classification wages, accurate records must be kept. [29 C.F.R. 5.59a)(1)(i)]
- D. The wage determination and the Davis-Bacon poster shall be posted at all times by the contractor and its subcontractors at the site of work in a prominent and accessible place where it can be easily seen by the workers. [29 C.F.R. 5.5(a)(1)(i)]
- E. Overtime shall be paid at a rate not less than one and one-half times the basic pay rate for all hours worked in excess of forty hours in a workweek. [29 C.F.R. 5.5(b)(1)(i)]
4. **Principal Contractor:** The Prime or General Contractor is responsible for the compliance of its employees, subcontractors and lower-tier subcontractors with Davis-Bacon. [29 C.F.R. 5.5(a)(6), 29 C.F.R. 9(b)(4)]
5. **Site of the Work:** Where Davis-Bacon wage rates apply. Usually means the physical place where the work called for in the contract will remain and any other site where a significant portion of the work is constructed, provided that the site is established specifically for the performance of the contract or project [29 C.F.R. 5.2(1)]
6. **Payroll and Basic Records:** Shall be maintained by the contractor during the course of the work and for three years following completion of the contract.
- A. Records shall contain for each laborer or mechanic: name, address, social security number, job classification, hourly rates of wages paid, fringes or cash equivalents, daily and weekly number of hours worked, deductions made, gross and net wages paid. [29 C.F.R. 5.5(a)(3)]
- B. Contractor shall submit weekly payrolls to KDOT using AASHTOWare Project Civil Rights Labor (CRL). Identify laborer or mechanic by unique number. Do not use social security number. Contractor may use last 4 digits of social security number to identify laborer or mechanic. Do not include employee address. [29 C.F.R. 5.5(a)(3)]
- C. Prime contractor is responsible for approval of subcontractor payrolls using AASHTOWare Project Civil Rights Labor (CRL). [29 C.F.R. 5.5(a)(3)(ii)(A)]
- D. Each payroll shall be accompanied by a "Statement of Compliance" signed by contractor or subcontractor or his agent who supervises payment under the contract. [29 C.F.R. 5.5(a)(3)(ii)(B)]
- E. Contractor or subcontractor shall make the records required available for inspection, copying, or transcription by KDOT or Department of Labor.
- F. Failure to submit required payrolls or make them available may result in the suspension of any further payment and may be grounds for debarment. [29 C.F.R. 5.5(a)(3)(iii)]
- G. Contractor or subcontractor shall make employees available to KDOT or Department of Labor for interview.

*This document is an outline of the fundamental principles of the Davis-Bacon Act and is in no way intended to be a comprehensive analysis of all contractor and subcontractor requirements. If any contractor or subcontractor has specific questions regarding their legal

- I. ~~DBE~~ obligations, ~~they should seek~~ Yes No competent legal counsel.

1. Does this project have a DBE goal? Yes No

A. Contract DBE goal percentage: 1.0

B. Contractor DBE commitment percentage at time of letting: 1.3

2. Is the list of DBE's current and unchanged from what was shown in the signed contract?

Yes No

Perry Fulsom will be doing Erosion Control and Seeding.
Ian will email Doria about any changes that need to be made.

3. Is there DBE mobilization? Yes No

- A. A written request must be submitted for partial payment of this item
- B. If DBE mobilization is over 10% of their work – payment can only be made up to 10% until their work is complete.

4. Is DBE trucking being used toward the goal? Yes No

J. Highway Construction Trainees Yes No

K. Payment to Subcontractors & Suppliers (Section 109.6)

1. Bid item price sheets and 1st tier subcontractors shall be submitted prior to first payment.
2. Subcontractors and suppliers shall be paid within 10 days of receiving payment.
3. Within 15 calendar days after receiving payment from the Secretary, the prime Contractor shall certify subcontractor payment for subcontracts for services using AASHTOWare Project Civil Rights Labor (CRL).
4. Consider this your notice that failure to meet the requirements in section 109.6 KDOT will impose the following sanctions outlined in section 109.7 Sanctions for Failure to Pay Promptly.
 - A. Failure to pay promptly without good cause, pay an interest penalty to the affected subcontractor at the rate of 1.5% per month
 - B. If a Contractor fails to comply with the certification requirements, the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day certification is late.
 - C. If a Contractor fails to make payments according to subsection 109.6, the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day the certification is late.
 - D. If a Contractor submits a certification stating payment has been made but knowing payment has not been made, (false certification), the Secretary may impose liquidated damages of \$50.00 per calendar day per subcontractor for each day the certification remains false.
 - E. If a contractor fails to comply with the payment requirements without good cause, submits a false certification, or repeatedly fails to comply with the certification requirements, the Secretary may adjust a Contractors qualification rating, declare the Contractor is not a responsible contractor, suspend a Contractor from bidding, or debar a Contractor from bidding
 - F. For each violation, Contractor may receive one or more sanctions provided.

Submit name and email of person entering information into AASHTOWare for form 1010. Subcontractors need to enter when payment is received from the Prime in AASHTOWare. Subs with second tier subs, need to enter when they pay the second tier unless prime is paying them.

Still need to submit by mail or email, Form 1010 for supplier payments.

Consultant will be checking Form 1010 for this project.

V. Safety

- A. The Contractor and subcontractor must comply with all applicable safety regulations, including OSHA.
- B. There has been and increase in workers being "Struck By" or "Backed Over" and OSHA would like the industry to look at their business practices to eliminate this problem. (Give handout to contractor)
- C. The Contractor is required to submit a copy of their safety policy.
- D. Contractor's Safety Officer. Cole Anderson
- E. What Safety Equipment does the Contractor require for inspectors on the project?
Class III vests, boots, along with gloves and safety glasses when working with concreteD
- F. KDOT Safety personnel may inspect the project.

VI. Traffic Control

A.

All traffic control devices shall conform to the 2015 Standard Specifications, the contract Special Provisions, the Plans, and the current Manual on Uniform Traffic Control Devices (MUTCD).

- B. All traffic control devices on the project are required to be NCHRP 350 or MASH report 2009 compliant. The contractor shall submit certifications of compliance prior to use.
- C. All flaggers shall have communication skills to effectively communicate with the public and shall follow the State of Kansas Traffic Control Handbook for flaggers.
- D. Traffic Control Contacts

Contractor's Representative: Duane Payne Phone: (309) 532-4294
 Emergency Contact: Duane Payne Phone: (309) 532-4294

DOT Contact	Phone
Iam Stringham	(913) 406-1986

VII. Project Materials

- A. Use only approved mix designs for concrete and asphalt. Submit the mix designs to KDOT using the lead times in the Specifications.

Supplier	Material	Location
Payless Concrete	concrete	Iola
Bettis Asphalt	asphalt	Ottawa
Mid State	agregate	Garnett

- C. Materials Control.
 1. Before being used on the project, all project materials are to be tested and approved. Furnish all required samples, sample test reports and/or certifications.
 2. Obtain all material certifications and provide required information on the certification per Division 2600.
 3. Type A and B certifications may be e-mailed to KDOT#CM.Typeabcerts@ks.gov or sent to the Materials Certification Technician (per section 2601) with a copy to the construction office. A sample cover sheet is in section 2601.
 4. "Buy America" Materials - Section 106.1.C Standard Specifications.
 5. Incorporate only tested or approved material into the project. Any work utilizing unaccepted materials will be performed at the Contractor's risk. Such material will be removed from the project or the material accepted at a reduced price at the discretion of KDOT.
 6. Use only approved aggregate in Asphalt and Concrete mixes.
 7. Submit a DOT 649 for all aggregates used on the projects.
- D. Stored Materials. Yes No
- E. Locating and Equipping Field Labs.

VIII. Project Construction

- A. Surveying Yes No
 1. Surveying may begin before the Notice to Proceed is issued and KDOT should be notified when this work begins.
 2. Prior to construction a level circuit must be completed to verify or re-establish all plan benchmark elevations.
 3. All Right-of-Way & Easements shall be marked, prior to any construction activity in that area.
 4. Prior to construction, submit to KDOT in a timely manner, copies of the Section Corner Endangerment Reports that were submitted to the appropriate governmental custodians. All monuments for the Public Land survey System must remain intact or be professionally relocated upon completion of the project in accordance with K.S.A. 58-2011, et seq.
 5. Survey Information is to remain on the project at all times.
 6. KDOT shall receive all survey field books, electronic as built field construction plans, and other records upon completion and before full payment will be made.
- B. Environmental
 1. Stormwater No disturbance < one acre >= 1 acre KDOT >= 1 acre LPA
 Less that one Acre
 - a. No NPDES, SWPPP, or inspection reports are required.

b. Contractor must still comply with concepts of Erosion and Stormwater Pollution control.

Use Best Management Practices.
Keep the job site clean.

2. Environment Protection. Yes No
If applicable, an environmental packet containing permits from the following agencies will be on file at the District Office and the Area Office.
- Department of the Army
 - Kansas State Board of Agriculture
 - Kansas Corporation Commission
 - Kansas Department of Wildlife and Parks
 - Department of Health and Environment
 - Kansas Historical Society
- C. Grading Yes No
1. Borrow/Waste Area - The contractor is responsible for obtaining all clearances, permits, and licenses for borrow and waste areas. Copies of these must be submitted to KDOT before the areas are used.
 2. Is the contractor accepting plan volumes for Contractor Furnished Excavation plus or minus known changes?
 Yes No
- D. Asphalt Paving Yes No
1. QC/QA HMA Yes No
 2. Contractor is to schedule operations to minimize hauling over the surface course.
- E. Concrete Paving Yes No
- Has the Contractor Submitted a QC/QA plan for Approval? Yes No
1. Properly handle and store all rebar on the project site. Store it on pallets off the ground. Cover epoxy coated steel with opaque material immediately upon delivery, unless it is placed as soon as it arrives.
- F. Structures Yes No
1. Dual Checking of Critical Bridge Elements
 - a. Project and Critical Bridge Element control points must be set under the supervision of a Licensed Professional Land Surveyor.
 - b. Prior to construction of Critical Bridge Elements, project and Critical Bridge element control points must be checked by a separate independent survey. The second survey is to be performed by a different Licensed Professional Land Surveyor with their own unique second set of notes.
 - c. After each element is constructed a licensed Professional Land Surveyor must verify the location and elevation of the Critical Bridge Element.
 2. Falsework (Not Applicable) Category 1 Category 2 Both NA
 3. Controlled Demolition Yes No
 4. Field Erection Supervisor (Not Applicable) Yes No
 5. Drilled Shafts (Not Applicable) Yes No
 6. Properly handle and store all rebar on the project site. Store it on pallets off the ground. Cover epoxy coated steel with opaque material immediately upon delivery, unless it is placed as soon as it arrives.
- G. Haul Roads Yes No
- H. Extra work will be performed according to Standard Specifications. Extra work shall not be started before approval is given by KDOT. The Contractor shall make a written request to this office if they feel they are entitled to additional compensation for extra work, **prior to starting this work**. Any requests for additional compensation which KDOT cannot verify the costs for labor, equipment, and materials will not be considered. Equipment rates need to be approved before extra work begins.
- I. Construction Requirements special to the project
- J. Project related questions/answers that were submitted through Bid Express website.

Proposal: 522102414 Project__NM: U059-002 KS-5422-01

Question 1: Gas lines, phone lines, fiber, water, and valves of all kinds appear to be in direct conflict with the proposed storm sewer. Is there plan to have existing utilities moved or adjusted?

Answer 1: Yes, utilities are in the process of getting their relocations permitted and constructed. Hence the early start date for this project is set for Spring of 2-23 at the soonest.

Question 2: Is flowable fill in street crossings to be measured or paid as plan quantities?

Answer 2: Measurement and payment of flowable fill will be as outlined in the KDOT Specifications and paid quantity may not match plan quantity. However, over-digging or opening more trench width than necessary/specified for the project, without prior approval, may be at the Contractor's expense.

K. Partnering

1. Partnering Objectives:
2. Construction Job Site Conferences:
3. Project Partnering Conference Yes No
4. Specific Partnering Issues:

IX. General Discussion

A. Logo signs (Not Applicable) Yes No

B. Special Provisions of Note

The following items were brought up for discussion.

Check elevation of type I curbing

State of existing pavement, which is very old concrete that has been patched with both concrete and asphalt.

A small portion of 4th street that falls just out of the parameters of the job, city of Garnett asked if this could possible be tied into the project.

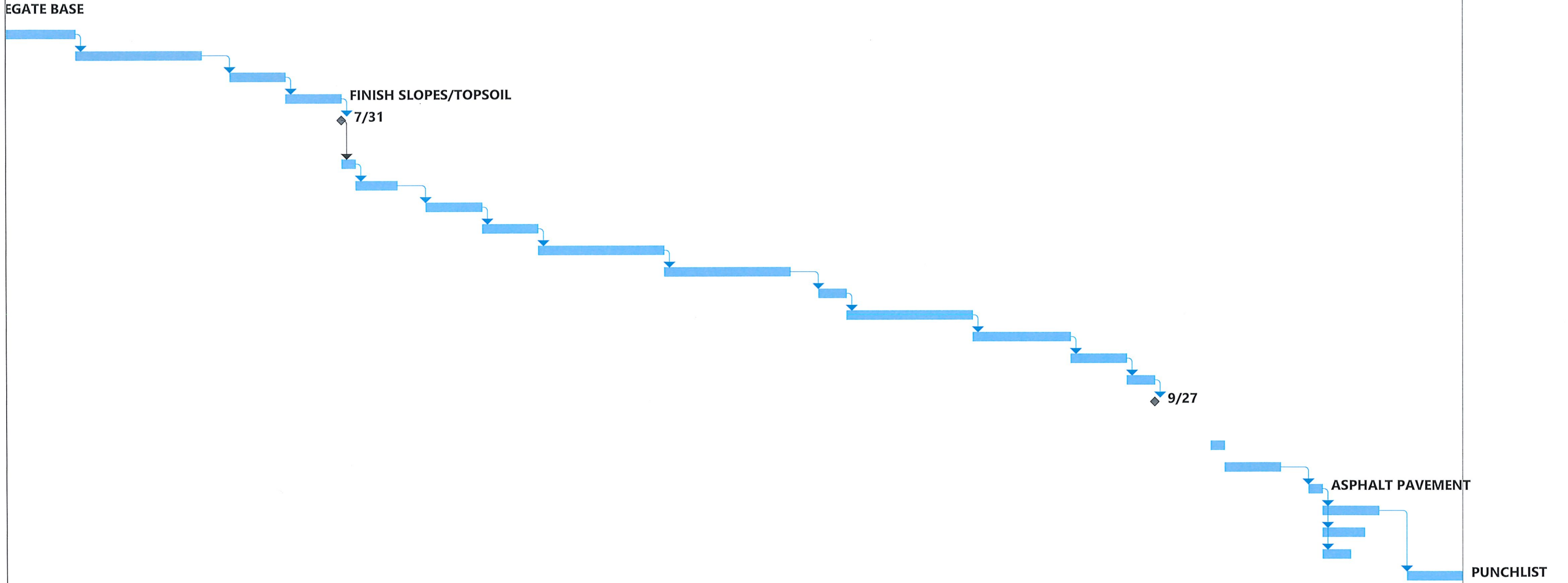
A car wash on the west side of the street currently drains into the storm sewer, and needs to be diverted to the sanitary sewer. Owner has a contractor that will do the work, just needs to know when the drain will be exposed during the job so that he can get the work done.

Project planned to start on north end, east side, and progress south.

The use of AB3 to backfill business driveways to allow access while construction is ongoing.

A possible need to adjust section corner monument box.

Meeting adjourned at: 2:00 PM



Project: 22BA706 Maple Street
Date: Thu 4/6/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
GOVERNMENT ADMINISTRAT	GENERAL	COLE, CRAIG	ROCKERS - 2021-0256	350.00
		DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY	15.75
		GARNETT POST OFFICE	MAY UTILITY BILLING	700.00
		HAMPEL OIL DISTRIBUTORS, INC.	ADMIN FUEL SPLIT	66.01
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	1,464.03
		RYAN WALTER DBA	CITY HALL TERMITE TREATMEN	240.00_
		TOTAL:		2,835.79
COMMUNITY DEVELOPMENT	GENERAL	DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY	6.75
		HAMPEL OIL DISTRIBUTORS, INC.	COM DEV/ZONING/CODES FUEL	87.14
		PAT'S SIGNS	BIKE ACROSS KS BANNER (2)	216.00
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	323.89_
TOTAL:		633.78		
PARKS, RECREATION & CE	GENERAL	D & S SANITATION LLC	SOCCER FIELDS/CAMP GROUND	170.00
		GARNETT HOME CENTER	TREATED 2X6X20	89.16
		GERKEN RENT-ALL, INC	N LAKE PORTABLE TOILET	357.50
		HAMPEL OIL DISTRIBUTORS, INC.	PARK EQUIP SPLIT	540.41
			PARK VEHICLE SPLIT	180.14
			PARKS ON ROAD	29.38
		HINES, CHRISTOPHER	6 SOCCER GAMES @ 50.00	300.00
		ROW, JENNIFER	REIMB HEADSTONE REPAIR	194.40
		SAINT LUKES HEALTH SYSTEM	PARK EMP SCREENING	115.00
		WOLKEN PLBG. & ELECTRIC, INC.	REPAIR LEAK WTR HEATER	247.35_
		TOTAL:		2,223.34
		STREET & STORMWATER	GENERAL	BRUMMEL FARM SERVICE
DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY			9.00
GARNETT HOME CENTER	SOLVENT/PAINT THINNER/STRA			98.93
	JAMES OFFICE-SPLIT			13.39
	BUILDING REPAIR			52.11
	MENDING PLATE			6.58
	MINI BLIND FOR OFFICE			14.99
	ELASTIC STRAINER			11.98
HAMPEL OIL DISTRIBUTORS, INC.	STREET FUEL SPLIT			358.16
	STREET ON ROAD			283.63
	STREET EQUIP FUEL SPLIT			256.17
EQUIPMENTSHARES	STREET BACKHOE REPAIR SPLI			246.96
WKI OPERATIONS, DBA WICHITA KENWORTH	LED LIGHT RED (12)/R134A 1			233.40
	LED LIGHT RED (6) CREDIT			61.08-
	LED LIGHT RED (6) OVAL			89.58
SNAP-ON CREDIT	APRIL FEE			46.75
VIKING-CIVES MIDWEST INC	SPREADER REPLACEMT KIT			1,320.95
BAUMAN BROTHERS LLC	2 LOADS CONCRETE BLOCKS (36			1,620.00
LEO'S AUTO SUPPLY, INC.	4' ELBOW			74.50
NATIONAL SIGN COMPANY	RUBBER BASE SIGN STAND			720.00
OLATHE WINWATER WORKS CO.	TAPE MEASURE SPLIT			3.00
PYRAMID FOODS dba COUNTRY MART	CASES OF WATER			15.96
ROLLING PRAIRIE	KOMATSU CLEANING			25.35_
TOTAL:		5,489.31		
MUNICIPAL AIRPORT	AIRPORT	4 RIVERS ELECTRIC COOPERATIVE, INC.	AIRPORT	231.62
			HANGER BLDG	43.59
			1202 E4TH AVE	35.35
		GERKEN RENT-ALL, INC	PORTABLE TOILET EGG DROP	100.00
			PORTABLE TOILET EGG DROP	200.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HAMPEL OIL DISTRIBUTORS, INC.	AIRPORT NONAVIATION FUEL	516.21_
			TOTAL:	1,126.77
LIBRARY	LIBRARY	AMAZON	LIBRARY	176.37
			LIBRARY	42.98
			LIBRARY	145.55
			LIBRARY	102.57
		BAKER & TAYLOR BOOKS	BOOKS (17)	256.06
			BOOKS (18)	258.85
			BOOKS (18)	231.95
			BOOKS (3)	43.26
		BLACKSTONE PUBLISHING	CD PURCHASE	143.77
		DEMCO, INC.	BOOK JACKETS	170.43
		GARNETT PUBLISHING, INC.	CLASSIFIED AD	39.40
			CLASSIFIED AD	39.40
			CLASSIFIED AD	39.40
		GUMDROP BOOKS	BOOKS	1,434.11
		GIBSON ELECTRIC, LLC	LIGHTS/OUTLET OUTDOOR SETT	1,819.93
		MIDWEST TAPE	DIGITAL AUDITO/BOOKS/VIDEO	517.72
		MILLER HARDWARE	VAVLE FLIP KIT	17.99
		NORTHEAST KANSAS LIBRARY SYSTE	LIBRARY COURIER SERVICE	1,000.00_
			TOTAL:	6,479.74
FIRE DEPARTMENT	PUBLIC SAFETY	CONRAD FIRE EQUIPMENT	FIRE VEHICLE MAINT	423.33
		MFA OIL CO - PETRO CARD 24	FIRE	45.63_
			TOTAL:	468.96
POLICE DEPARTMENT	PUBLIC SAFETY	ANDERSON CO. SHERIFF'S DEPT.	HOUSING	2,100.00
			LIVE SCAN MARCH	150.00
		DIGITAL CONNECTIONS, INC.	POLICE COPIER	24.85
		DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY	11.25
		MFA OIL CO - PETRO CARD 24	POLICE	1,241.79
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	5.85_
			TOTAL:	3,533.74
SPECIAL HIGHWAY	SPECIAL HIGHWAY	HANDYMAN CONSTRUCTION	MAPLE ST PROJECT 214 S MA	200.00
		NPL CONSTRUCTION COMPANY	MAPLE STREET PROJECT	20,754.35
			MAPLE STREET PROJECT	8,447.32_
			TOTAL:	29,401.67
TOURISM	TOURISM	KANSAS TOURISM	KANSAS TOURISM	2,680.00_
			TOTAL:	2,680.00
ELECTRIC PRODUCTION	ELECTRIC	4 RIVERS ELECTRIC COOPERATIVE, INC.	METER BLDG - AIRPORT	82.02
		BRIGHTSPEED COMMUNICATIONS	APRIL ACCESS	602.82
		CINTAS CORPORATION # 430	ELEC PRO SHOP TOWELS	71.06
			ELEC PROD SHOP TOWEL	71.06
			ELEC PROD - JANITORIAL	71.06
			ELEC PROD JANITORIAL	71.06
		HAMPEL OIL DISTRIBUTORS, INC.	POWER PLANT FUEL SPLIT	8.71
		KANSAS MUNICIPAL UTILITIES, INC	CONFERENCE K CRIST	295.00
		KDHE-BUREAU OF WATER	ELEC PLANT PERMIT	60.00_
			TOTAL:	1,332.79
ELECTRIC DISTRIBUTION	ELECTRIC	CINTAS CORPORATION # 430	ELEC DIST UNIFORMS	45.04
			ELEC DIST SHOP TOWELS	8.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			ELEC DIST UNIFORMS	56.22
			ELEC DIST UNIFORMS	8.78
			ELEC DIST UNIFORMS	45.04
			ELEC DIST UNIFORMS	8.78
			ELEC DIST UNIFORM/JANITORI	56.22
			ELEC DIST UNIFORM/JANITORI	8.78
			ELE DIST JANITORIAL	8.78
			ELE DIST UNIFORM	45.04
			ELEC DIST UNIFORM/JANITORI	56.22
			ELEC DIST UNIFORM/JANITORI	8.78
			ELEC DIST JANITORIAL	8.78
			ELEC DIST UNIFORM	45.04
			ELEC DIST UNIFORM/JANITORI	56.22
			ELEC DIST UNIFORM/JANITORI	8.78
		HAMPEL OIL DISTRIBUTORS, INC.	ELEC DIST FUEL SPLIT	154.68
			ELEC DIST ON ROAD	241.85
		HEARTLAND TIRES & TREADS OF KC	TRENCHER TIRE SPLIT	167.68
		LUNDGO	TORK TOWELS	34.72
			TOTAL:	1,074.21
GAS	GAS	ARNETT, RAYMOND L.	REIM MEALS (4) 3RD/PINE	18.42
		DC & B SUPPLY	FLOW VALVE	352.87
		GARNETT HOME CENTER	JAMES OFFICE-SPLIT	13.39
			TEST PLUG	4.24
		HAMPEL OIL DISTRIBUTORS, INC.	GAS FUEL SPLIT	38.13
		HEARTLAND TIRES & TREADS OF KC	TRENCHER TIRE SPLIT	167.67
		EQUIPMENTSHARES	GAS BACKHOE REPAIR SPLIT	246.96
		OLATHE WINWATER WORKS CO.	TAPE MEASURE SPLIT	3.00
		ROMIG, RON DBA R&R LAWNMOWER	15TH/ELM WTR LINE LEAK/GAS	204.00
			TOTAL:	1,048.68
SANITATION	SANITATION	GARNETT HOME CENTER	JAMES OFFICE-SPLIT	13.39
		HAMPEL OIL DISTRIBUTORS, INC.	TRASH ON ROAD	514.27
		EQUIPMENTSHARES	TRASH BACKHOE REPAIR SPLI	246.96
		OLATHE WINWATER WORKS CO.	TAPE MEASURE SPLIT	3.00
			TOTAL:	777.62
WASTEWATER	WASTEWATER	GARNETT HOME CENTER	JAMES OFFICE-SPLIT	13.39
		HAMPEL OIL DISTRIBUTORS, INC.	SEWER FUEL SPLIT	75.16
			SEWER EQUIP FUEL SPLIT	256.17
		EQUIPMENTSHARES	SEWER BACKHOE REPAIR SPLI	246.96
		JOHNSON COUNTY GOVERNMENT	JCW-E COLI SINGLE	35.50
		KDHE-BUREAU OF WATER	WATER TREATMENT PLANT PERM	60.00
		LLOYD HAROLD	REPLACE CONTACTOR SO LIFT	1,234.09
		OLATHE WINWATER WORKS CO.	TAPE MEASURE SPLIT	3.00
			TOTAL:	1,924.27
WATER	WATER	ACCURATE ENVIRONMENTAL LLC	WATER TESTING	636.11
		ARNETT, RAYMOND L.	REIMB MEALS (4) 3RD/PINE	18.43
		GARNETT HOME CENTER	JAMES OFFICE-SPLIT	13.39
			TEST PLUG	4.25
		HAMPEL OIL DISTRIBUTORS, INC.	WTR/WTR PLANT FUEL SPLIT	69.06
		HEARTLAND TIRES & TREADS OF KC	TRENCHER TIRE SPLIT	167.68
		KANSAS TURNPIKE AUTHORITY	WATER CONFERENCE	10.00
		EQUIPMENTSHARES	WATER BACKHOE REPAIR SPLIT	246.96
		OLATHE WINWATER WORKS CO.	MUELLER PVC	2,440.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TAPE MEASURE SPLIT	3.00
			PVC METER PIT	1,148.00
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	1.44_
			TOTAL:	4,758.32
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY	2.25
		HAMPEL OIL DISTRIBUTORS, INC.	ECO DEV FUEL SPLIT	84.96
		RDG PLANNING & DESIGN	HOUSING STUDY	10,000.00
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	7.62
		TURNIPSEED, JULIE	MILEAGE OTTAWA REGIONAL	29.48_
			TOTAL:	10,124.31
PARKSIDE #1	PARKSIDE #1	ALL-IN-ONE PEST, HOME & LAWN, LLC	PPN BEDBUG	200.00
		C.E.S.	GLASS BYPASS/LINE VOLTAGE	94.37
		HAMPEL OIL DISTRIBUTORS, INC.	PKSIDE #1 FUEL SPLIT	33.65
		TRUSTPOINT INSURANCE	GHA CRIM RENEWAL	33.33
		WOLKEN GOODYEAR, INC.	GHA TIRE	93.50
		WOLKEN PLBG. & ELECTRIC, INC.	PKSIDE 1 HVAC	6,580.88_
			TOTAL:	7,035.73
PARKSIDE #2	PARKSIDE #2	C.E.S.	GLASS BYPASS/LINE VOLTAGE	94.38
		HAMPEL OIL DISTRIBUTORS, INC.	PKSIDE #2 FUEL SPLIT	33.64
		TRUSTPOINT INSURANCE	GHA CRIM RENEWAL	33.33
		WOLKEN GOODYEAR, INC.	GHA TIRE	93.50_
			TOTAL:	254.85
PARK PLAZA NORTH	PARK PLAZA NORTH	HAMPEL OIL DISTRIBUTORS, INC.	PPN FUEL SPLIT	33.64
		TRUSTPOINT INSURANCE	GHA CRIM RENEWAL	33.34
		WOLKEN GOODYEAR, INC.	GHA TIRE	93.50
		WOLKEN PLBG. & ELECTRIC, INC.	PPN THERMOSTAT PTAC UNIT	461.32_
			TOTAL:	621.80
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	GARVER, LLC	MUNICIPAL AIRPORT PROJ	12,814.72
		MCCLURE ENGINEERING	RESERVOIR SPILLWAY	29,134.68
			CEDAR VALLEY EMER SPILLWAY	14,053.53_
			TOTAL:	56,002.93
EQUIPMENT RESERVES	EQUIPMENT RESERVE	R & R EQUIPMENT, INC.	GRAVELY PRO992500	12,757.56_
			TOTAL:	12,757.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====				
	101	GENERAL		11,182.22
	102	AIRPORT		1,126.77
	104	LIBRARY		6,479.74
	105	PUBLIC SAFETY		4,002.70
	106	SPECIAL HIGHWAY		29,401.67
	107	TOURISM		2,680.00
	109	ELECTRIC		2,407.00
	110	GAS		1,048.68
	111	SANITATION		777.62
	112	WASTEWATER		1,924.27
	113	WATER		4,758.32
	114	ECONOMIC DEVELOPMENT		10,124.31
	115	PARKSIDE #1		7,035.73
	116	PARKSIDE #2		254.85
	117	PARK PLAZA NORTH		621.80
	118	CAPITAL IMPROVEMENT		56,002.93
	119	EQUIPMENT RESERVE		12,757.56

		GRAND TOTAL:		152,586.17

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
4 RIVERS ELECTRIC COOPERATIVE, INC.	AIRPORT	AIRPORT	MUNICIPAL AIRPORT	231.62
	HANGER BLDG	AIRPORT	MUNICIPAL AIRPORT	43.59
	1202 E4TH AVE	AIRPORT	MUNICIPAL AIRPORT	35.35
	METER BLDG - AIRPORT	ELECTRIC	ELECTRIC PRODUCTION	82.02_
			TOTAL:	392.58
ACCURATE ENVIRONMENTAL LLC	WATER TESTING	WATER	WATER	636.11_
			TOTAL:	636.11
ALL-IN-ONE PEST, HOME & LAWN, LLC	PPN BEDBUG	PARKSIDE #1	PARKSIDE #1	200.00_
			TOTAL:	200.00
AMAZON	LIBRARY	LIBRARY	LIBRARY	176.37
	LIBRARY	LIBRARY	LIBRARY	42.98
	LIBRARY	LIBRARY	LIBRARY	145.55
	LIBRARY	LIBRARY	LIBRARY	102.57_
			TOTAL:	467.47
ANDERSON CO. SHERIFF'S DEPT.	HOUSING	PUBLIC SAFETY	POLICE DEPARTMENT	2,100.00
	LIVE SCAN MARCH	PUBLIC SAFETY	POLICE DEPARTMENT	150.00_
			TOTAL:	2,250.00
ARNETT, RAYMOND L.	REIM MEALS (4) 3RD/PINE	GAS	GAS	18.42
	REIMB MEALS (4) 3RD/PINE	WATER	WATER	18.43_
			TOTAL:	36.85
BAKER & TAYLOR BOOKS	BOOKS (17)	LIBRARY	LIBRARY	256.06
	BOOKS (18)	LIBRARY	LIBRARY	258.85
	BOOKS (18)	LIBRARY	LIBRARY	231.95
	BOOKS (3)	LIBRARY	LIBRARY	43.26_
			TOTAL:	790.12
BAUMAN BROTHERS LLC	2 LOADS CONCRETE BLOCKS (36 GENERAL		STREET & STORMWATER	1,620.00_
			TOTAL:	1,620.00
BLACKSTONE PUBLISHING	CD PURCHASE	LIBRARY	LIBRARY	143.77_
			TOTAL:	143.77
BRIGHTSPEED COMMUNICATIONS	APRIL ACCESS	ELECTRIC	ELECTRIC PRODUCTION	602.82_
			TOTAL:	602.82
BRUMMEL FARM SERVICE	ANGLE IRON 7FT	GENERAL	STREET & STORMWATER	49.00_
			TOTAL:	49.00
C.E.S.	GLASS BYPASS/LINE VOLTAGE	PARKSIDE #1	PARKSIDE #1	94.37
	GLASS BYPASS/LINE VOLTAGE	PARKSIDE #2	PARKSIDE #2	94.38_
			TOTAL:	188.75
CINTAS CORPORATION # 430	ELEC PRO SHOP TOWELS	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC PROD SHOP TOWEL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC PROD - JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC PROD JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC DIST UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	ELEC DIST SHOP TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELEC DIST UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	ELEC DIST UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	8.78

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	ELEC DIST UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	ELEC DIST UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELE DIST JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELE DIST UNIFORM	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELEC DIST JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELEC DIST UNIFORM	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	ELEC DIST UNIFORM/JANITORI	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
			TOTAL:	759.52
COLE, CRAIG	ROCKERS - 2021-0256	GENERAL	GOVERNMENT ADMINISTRAT	350.00_
			TOTAL:	350.00
CONRAD FIRE EQUIPMENT	FIRE VEHICLE MAINT	PUBLIC SAFETY	FIRE DEPARTMENT	423.33_
			TOTAL:	423.33
D & S SANITATION LLC	SOCCER FIELDS/CAMP GROUND	GENERAL	PARKS, RECREATION & CE	170.00_
			TOTAL:	170.00
DC & B SUPPLY	FLOW VALVE	GAS	GAS	352.87_
			TOTAL:	352.87
DEMCO, INC.	BOOK JACKETS	LIBRARY	LIBRARY	170.43_
			TOTAL:	170.43
DIGITAL CONNECTIONS, INC.	POLICE COPIER	PUBLIC SAFETY	POLICE DEPARTMENT	24.85_
			TOTAL:	24.85
DOLLAR GENERAL CORPORATION	JANITORIAL SUPPLIES - CITY	GENERAL	GOVERNMENT ADMINISTRAT	15.75
	JANITORIAL SUPPLIES - CITY	GENERAL	COMMUNITY DEVELOPMENT	6.75
	JANITORIAL SUPPLIES - CITY	GENERAL	STREET & STORMWATER	9.00
	JANITORIAL SUPPLIES - CITY	PUBLIC SAFETY	POLICE DEPARTMENT	11.25
	JANITORIAL SUPPLIES - CITY	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	2.25_
			TOTAL:	45.00
HWKI OPERATIONS, DBA WICHITA KENWORTH	LED LIGHT RED (12)/R134A 1	GENERAL	STREET & STORMWATER	233.40
	LED LIGHT RED (6) CREDIT	GENERAL	STREET & STORMWATER	61.08-
	LED LIGHT RED (6) OVAL	GENERAL	STREET & STORMWATER	89.58_
			TOTAL:	261.90
EQUIPMENTSHARES	STREET BACKHOE REPAIR SPLI	GENERAL	STREET & STORMWATER	246.96
	GAS BACKHOE REPAIR SPLIT	GAS	GAS	246.96
	TRASH BACKHOE REPAIR SPLI	SANITATION	SANITATION	246.96
	SEWER BACKHOE REPAIR SPLI	WASTEWATER	WASTEWATER	246.96
	WATER BACKHOE REPAIR SPLIT	WATER	WATER	246.96_
			TOTAL:	1,234.80
GARNETT HOME CENTER	TREATED 2X6X20	GENERAL	PARKS, RECREATION & CE	89.16
	SOLVENT/PAINT THINNER/STRA	GENERAL	STREET & STORMWATER	98.93
	JAMES OFFICE-SPLIT	GENERAL	STREET & STORMWATER	13.39
	BUILDING REPAIR	GENERAL	STREET & STORMWATER	52.11
	MENDING PLATE	GENERAL	STREET & STORMWATER	6.58

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	MINI BLIND FOR OFFICE	GENERAL	STREET & STORMWATER	14.99
	ELASTIC STRAINER	GENERAL	STREET & STORMWATER	11.98
	JAMES OFFICE-SPLIT	GAS	GAS	13.39
	TEST PLUG	GAS	GAS	4.24
	JAMES OFFICE-SPLIT	SANITATION	SANITATION	13.39
	JAMES OFFICE-SPLIT	WASTEWATER	WASTEWATER	13.39
	JAMES OFFICE-SPLIT	WATER	WATER	13.39
	TEST PLUG	WATER	WATER	4.25_
			TOTAL:	349.19
GARNETT POST OFFICE	MAY UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	700.00_
			TOTAL:	700.00
GARNETT PUBLISHING, INC.	CLASSIFIED AD	LIBRARY	LIBRARY	39.40
	CLASSIFIED AD	LIBRARY	LIBRARY	39.40
	CLASSIFIED AD	LIBRARY	LIBRARY	39.40_
			TOTAL:	118.20
GARVER, LLC	MUNICIPAL AIRPORT PROJ	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	12,814.72_
			TOTAL:	12,814.72
GERKEN RENT-ALL, INC	N LAKE PORTABLE TOILET	GENERAL	PARKS, RECREATION & CE	357.50
	PORTABLE TOILET EGG DROP	AIRPORT	MUNICIPAL AIRPORT	100.00
	PORTABLE TOILET EGG DROP	AIRPORT	MUNICIPAL AIRPORT	200.00_
			TOTAL:	657.50
GIBSON ELECTRIC, LLC	LIGHTS/OUTLET OUTDOOR SETT	LIBRARY	LIBRARY	1,819.93_
			TOTAL:	1,819.93
GUMDROP BOOKS	BOOKS	LIBRARY	LIBRARY	1,434.11_
			TOTAL:	1,434.11
HAMPEL OIL DISTRIBUTORS, INC.	ADMIN FUEL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	66.01
	COM DEV/ZONING/CODES FUEL	GENERAL	COMMUNITY DEVELOPMENT	87.14
	PARK EQUIP SPLIT	GENERAL	PARKS, RECREATION & CE	540.41
	PARK VEHICLE SPLIT	GENERAL	PARKS, RECREATION & CE	180.14
	PARKS ON ROAD	GENERAL	PARKS, RECREATION & CE	29.38
	STREET FUEL SPLIT	GENERAL	STREET & STORMWATER	358.16
	STREET ON ROAD	GENERAL	STREET & STORMWATER	283.63
	STREET EQUIP FUEL SPLIT	GENERAL	STREET & STORMWATER	256.17
	AIRPORT NONAVIATION FUEL	AIRPORT	MUNICIPAL AIRPORT	516.21
	POWER PLANT FUEL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	8.71
	ELEC DIST FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	154.68
	ELEC DIST ON ROAD	ELECTRIC	ELECTRIC DISTRIBUTION	241.85
	GAS FUEL SPLIT	GAS	GAS	38.13
	TRASH ON ROAD	SANITATION	SANITATION	514.27
	SEWER FUEL SPLIT	WASTEWATER	WASTEWATER	75.16
	SEWER EQUIP FUEL SPLIT	WASTEWATER	WASTEWATER	256.17
	WTR/WTR PLANT FUEL SPLIT	WATER	WATER	69.06
	ECO DEV FUEL SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	84.96
	PKSIDE #1 FUEL SPLIT	PARKSIDE #1	PARKSIDE #1	33.65
	PKSIDE #2 FUEL SPLIT	PARKSIDE #2	PARKSIDE #2	33.64
	PPN FUEL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	33.64_
			TOTAL:	3,861.17
HANDYMAN CONSTRUCTION	MAPLE ST PROJECT 214 S MA	SPECIAL HIGHWAY	SPECIAL HIGHWAY	200.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
			TOTAL:	200.00
HEARTLAND TIRES & TREADS OF KC	TRENCHER TIRE SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	167.68
	TRENCHER TIRE SPLIT	GAS	GAS	167.67
	TRENCHER TIRE SPLIT	WATER	WATER	167.68_
			TOTAL:	503.03
HINES, CHRISTOPHER	6 SOCCER GAMES @ 50.00	GENERAL	PARKS, RECREATION & CE	300.00_
			TOTAL:	300.00
MIDWEST TAPE	DIGITAL AUDIO/BOOKS/VIDEO LIBRARY		LIBRARY	517.72_
			TOTAL:	517.72
JOHNSON COUNTY GOVERNMENT	JCW-E COLI SINGLE	WASTEWATER	WASTEWATER	35.50_
			TOTAL:	35.50
KANSAS MUNICIPAL UTILITIES, INC	CONFERENCE K CRIST	ELECTRIC	ELECTRIC PRODUCTION	295.00_
			TOTAL:	295.00
KANSAS TOURISM	KANSAS TOURISM	TOURISM	TOURISM	2,680.00_
			TOTAL:	2,680.00
KDHE-BUREAU OF WATER	ELEC PLANT PERMIT	ELECTRIC	ELECTRIC PRODUCTION	60.00
	WATER TREATMENT PLANT PERM	WASTEWATER	WASTEWATER	60.00_
			TOTAL:	120.00
KANSAS TURNPIKE AUTHORITY	WATER CONFERENCE	WATER	WATER	10.00_
			TOTAL:	10.00
LEO'S AUTO SUPPLY, INC.	4' ELBOW	GENERAL	STREET & STORMWATER	74.50_
			TOTAL:	74.50
LLOYD HAROLD	REPLACE CONTACTOR SO LIFT	WASTEWATER	WASTEWATER	1,234.09_
			TOTAL:	1,234.09
LUNDCO	TORK TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	34.72_
			TOTAL:	34.72
MCCLURE ENGINEERING	RESERVOIR SPILLWAY	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	29,134.68
	CEDAR VALLEY EMER SPILLWAY	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	14,053.53_
			TOTAL:	43,188.21
MFA OIL CO - PETRO CARD 24	FIRE	PUBLIC SAFETY	FIRE DEPARTMENT	45.63
	POLICE	PUBLIC SAFETY	POLICE DEPARTMENT	1,241.79_
			TOTAL:	1,287.42
MILLER HARDWARE	VAVLE FLIP KIT	LIBRARY	LIBRARY	17.99_
			TOTAL:	17.99
NATIONAL SIGN COMPANY	RUBBER BASE SIGN STAND	GENERAL	STREET & STORMWATER	720.00_
			TOTAL:	720.00
NORTHEAST KANSAS LIBRARY SYSTE	LIBRARY COURIER SERVICE	LIBRARY	LIBRARY	1,000.00_
			TOTAL:	1,000.00
NPPL CONSTRUCTION COMPANY	MAPLE STREET PROJECT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	20,754.35

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	MAPLE STREET PROJECT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	8,447.32_
			TOTAL:	29,201.67
OLATHE WINWATER WORKS CO.	TAPE MEASURE SPLIT	GENERAL	STREET & STORMWATER	3.00
	TAPE MEASURE SPLIT	GAS	GAS	3.00
	TAPE MEASURE SPLIT	SANITATION	SANITATION	3.00
	TAPE MEASURE SPLIT	WASTEWATER	WASTEWATER	3.00
	MUELLER PVC	WATER	WATER	2,440.00
	TAPE MEASURE SPLIT	WATER	WATER	3.00
	PVC METER PIT	WATER	WATER	1,148.00_
			TOTAL:	3,603.00
PAT'S SIGNS	BIKE ACROSS KS BANNER (2)	GENERAL	COMMUNITY DEVELOPMENT	216.00_
			TOTAL:	216.00
PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	1,464.03
	POSTAGE SPLIT	GENERAL	COMMUNITY DEVELOPMENT	323.89
	POSTAGE SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	5.85
	POSTAGE SPLIT	WATER	WATER	1.44
	POSTAGE SPLIT	ECONOMIC DEVELOPE	ECONOMIC DEVELOPMENT	7.62_
			TOTAL:	1,802.83
PYRAMID FOODS dba COUNTRY MART	CASES OF WATER	GENERAL	STREET & STORMWATER	15.96_
			TOTAL:	15.96
R & R EQUIPMENT, INC.	GRAVELY PRO992500	EQUIPMENT RESERVE	EQUIPMENT RESERVES	12,757.56_
			TOTAL:	12,757.56
RDG PLANNING & DESIGN	HOUSING STUDY	ECONOMIC DEVELOPE	ECONOMIC DEVELOPMENT	10,000.00_
			TOTAL:	10,000.00
ROLLING PRAIRIE	KOMATSU CLEANING	GENERAL	STREET & STORMWATER	25.35_
			TOTAL:	25.35
ROMIG, RON DBA R&R LAWNMOWER	15TH/ELM WTR LINE LEAK/GAS	GAS	GAS	204.00_
			TOTAL:	204.00
ROW, JENNIFER	REIMB HEADSTONE REPAIR	GENERAL	PARKS, RECREATION & CE	194.40_
			TOTAL:	194.40
RYAN WALTER DBA	CITY HALL TERMITE TREATMEN	GENERAL	GOVERNMENT ADMINISTRAT	240.00_
			TOTAL:	240.00
SAINT LUKES HEALTH SYSTEM	PARK EMP SCREENING	GENERAL	PARKS, RECREATION & CE	115.00_
			TOTAL:	115.00
SNAP-ON CREDIT	APRIL FEE	GENERAL	STREET & STORMWATER	46.75_
			TOTAL:	46.75
TRUSTPOINT INSURANCE	GHA CRIM RENEWAL	PARKSIDE #1	PARKSIDE #1	33.33
	GHA CRIM RENEWAL	PARKSIDE #2	PARKSIDE #2	33.33
	GHA CRIM RENEWAL	PARK PLAZA NORTH	PARK PLAZA NORTH	33.34_
			TOTAL:	100.00
TURNIPSEED, JULIE	MILEAGE OTTAWA REGIONAL	ECONOMIC DEVELOPE	ECONOMIC DEVELOPMENT	29.48_
			TOTAL:	29.48

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VIKING-CIVES MIDWEST INC	SPREADER REPLACEMT KIT	GENERAL	STREET & STORMWATER	1,320.95_
			TOTAL:	1,320.95
WOLKEN GOODYEAR, INC.	GHA TIRE	PARKSIDE #1	PARKSIDE #1	93.50
	GHA TIRE	PARKSIDE #2	PARKSIDE #2	93.50
	GHA TIRE	PARK PLAZA NORTH	PARK PLAZA NORTH	93.50_
			TOTAL:	280.50
WOLKEN PLBG. & ELECTRIC, INC.	REPAIR LEAK WTR HEATER	GENERAL	PARKS, RECREATION & CE	247.35
	PKSIDE 1 HVAC	PARKSIDE #1	PARKSIDE #1	6,580.88
	PPN THERMOSTAT PTAC UNIT	PARK PLAZA NORTH	PARK PLAZA NORTH	461.32_
			TOTAL:	7,289.55

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

101	GENERAL	11,182.22
102	AIRPORT	1,126.77
104	LIBRARY	6,479.74
105	PUBLIC SAFETY	4,002.70
106	SPECIAL HIGHWAY	29,401.67
107	TOURISM	2,680.00
109	ELECTRIC	2,407.00
110	GAS	1,048.68
111	SANITATION	777.62
112	WASTEWATER	1,924.27
113	WATER	4,758.32
114	ECONOMIC DEVELOPMENT	10,124.31
115	PARKSIDE #1	7,035.73
116	PARKSIDE #2	254.85
117	PARK PLAZA NORTH	621.80
118	CAPITAL IMPROVEMENT	56,002.93
119	EQUIPMENT RESERVE	12,757.56

	GRAND TOTAL:	152,586.17

TOTAL PAGES: 6

BILLS:	\$152,586.17
DRAFT:	(\$ 392.58)
PAYROLL:	\$119,248.35
CLOTHING:	\$ 8,900.00
TOTAL:	\$280,341.94