



**Governing Body, City of Garden Plain
City Building, 507 N Main St
Thursday, March 7, 2024 at 7:00 pm**

1. Call to Order by Mayor Kevin Hammond
2. Approval of March 7, 2024 Agenda
3. Citizen Comments:
4. Consent Agenda:
 - a. Approval of February 7, 2024 CC Meeting Minutes:
 - b. Approval of February 2024 bills (checks to include 43306 – 43401)
Special Projects: (check 1059):
 - c. Department reports:
5. New Business:
 - a. Request to extend water service – development at 407th W & 21st N – Nancy Jackson, Belinda Rausch, Elaine Squires
 - b. Award contract for Drainage Phase 1
 - c. CDBG grant for Sr Center – Ranson Financial
 - d. Council Vacancy
 - e. New Mower (replacement)
6. Old Business:
 - a. New Gator - Maintenance
 - b. Resolution 227 – City Sales tax fund distributions
7. Police Report:
8. Municipal Court Report:
9. Planning Commission report:
10. Executive Sessions:
 - a. Attorney/Client Meeting: K.S.A. 75-4319(b)(2)
 - b. Non-elected personnel: K.S.A. 75-4319(b)(1)
11. Pardon City Attorney
12. Library Board update
13. Eco/Devo Committee update:
14. Treasurer Report:
15. Governmental Remarks:
16. Adjournment:

*NOTE: this agenda is subject to change without notice



**Governing Body, City of Garden Plain
City Building, 507 N Main
February 7, 2024 at 6:00 pm**

1. Call to Order by Mayor Kevin Hammond: (6:00)

Mayor Kevin Hammond called the February 7, 2024 City Council meeting to order followed by Pledge of Allegiance and moment of silence. Council members present were Brent Randolph, Amy Hunter, Tracy Thul, and Jenny Zoglman. Also present were Kimberly McCormick – City Clerk, Kelly McElroy – City Administrator, Gene Garcia – Chief of Police, Tylor Struckman – Water/Wastewater Superintendent, Morgan Koon – City Attorney. Councilmember Dwight Mollenkamp was absent.

2. Approval of February 7, 2024 Agenda:

Add to new business item e. Ordinance 776 – Franchise agreement with Westar. *Brent Randolph made a motion to adopt the February 7, 2024 agenda with the addition, 2nd by Amy Hunter. Vote: 4-0, motion carries.*

3. Citizen Comments:

None

4. Consent Agenda:

- a. Approval of January 3, 2024 CC Meeting Minutes
- b. Approval of January 2024 bills (checks to include 43183 – 43305)
Special Projects (check 1058)
- c. Department reports

Brent Randolph made a motion to approve the consent agenda items a – c, 2nd by Jenny Zoglman. Vote: 4-0 motion carries.

5. New Business:

- a. Mayor Hammond requested the Council consider recommendations for the annual appointments as follows: Municipal Court Judge – Harold Flaigle Jr., Municipal Court Clerk – Bonnie Kopper, City Attorney – Morgan Koon, City Treasurer – Darren Haukap, City Clerk – Kimberly McCormick, Police Chief – Gene Garcia, City Administrator – Kelly McElroy, Economic Development – Jessica Lyman, Amy Zoglman, and Adam Elliott, Planning Commission – Rick Heimerman, Zak Blakley, and Chris Wilson, Official Newspaper – Times Sentinel, Official city Depository – Garden Plain State Bank. *Tracy Thul made a motion to accept the Mayoral appointments, 2nd by Amy Hunter. Vote: 4-0 motion carries. Tracy Thul made a motion to elect Brent Randolph as president of the council, 2nd by Jenny Zoglman. Vote: 4-0 motion carries.*

- b. Sales tax allocation policy: Discussion ensued. *Tracy Thul made a motion to allocate the 1% City sales tax monthly 30% to general fund and 70% to be split between w/ww/stw/gas and CIP. To start January 1, 2025, resolution to be brought next month, 2nd by Brent Randolph.* Vote: 4-0 motion carries.
 - c. Purchase of snow plow attachment for public works fleet truck: Discussion ensued. *Tracy Thul made a motion to purchase the snow plow from Midwest Truck for \$12,625, 2nd by Brent Randolph.* Vote: 4-0 motion carries.
 - d. Purchase of replacement pick up truck for public works fleet: Discussion ensued. *Amy Hunter made a motion to purchase the pickup from Laird Noller for \$66,000, 2nd by Jenny Zoglman.* Vote: 4-0 motion carries.
 - e. Ordinance 766 – Franchise agreement with Evergy: Discussion ensued. *Brent Randolph made a motion to adopt Ordinance 766, 2nd by Tracy Thul.* Vote: Randolph – yay, Hunter – yay, Thul – yay, Zoglman – yay. 4-0 motion carries.
- 6. Police Report:** Chief Garcia stated that he now has vehicle maintenance logs in place and has started a daily activity report that will be turned in every shift so that he is aware of any incidents that took place while he is not in the City.
- 7. Municipal Court Report:** City Attorney Koon was not in attendance last month so he went over court dockets and case outcomes for December 2023 and January 2024. He stated that there is no back log of cases at this time.
- 8. Planning Commission:** City Attorney Koon stated that the Planning Commission has completed review and updates to all commercial, residential, and manufactured housing zoning district sections of the current zoning ordinances. He will finish with the edits and take to the planning commission for approval. He has been asked by the commission to come back and finish reviewing the remaining chapters of the zoning code to be sure that all is in compliance with state statutes and where we want them to be.
- 9. Executive Sessions:**
- a. Non-elected personnel K.S.A. 75-4319(b)(1): *Brent Randolph made a motion to enter executive session per K.S.A. 75-4519(b)(1) matters concerning non-elected personnel for 10 minutes, 2nd by Tracy Thul.* Vote: 4-0 motion carries. **(6:55 – 7:05)** Council returned at 7:05 with no binding action.
 - b. Attorney/Client K.S.A. 75-4319(b)(2): *Tracy Thul made a motion to enter executive session per K.S.A. 75-4319(b)(2) for matters of Attorney/Client for 10 minutes asking Tylor Struckman in, 2nd by Brent Randolph.* Vote: 4-0 motion carries. **(7:06 – 7:16)** Council returned at 7:16 with no binding action.

- c. Acquisition of real property K.S.A. 75-4319(b)(6): *Tracy Thul made a motion to enter executive session per K.S.A. 75-4319(b)(6) concerning acquisition of real property for 10 minutes, 2nd by Amy Hunter. Vote: 4-0 motion carries. (7:17 – 7:27) Council returned at 7:27 with no binding action.*

10. Pardon City Attorney: 7:28

11. Library Board update: No board meeting minutes were available for distribution. City Clerk McCormick stated that library staff has stated that they would like to be open for additional hours. The library's currently adopted budget and mil levy allocated, levied by the City, cannot support the payroll for this request/proposal. City Clerk McCormick has spoken to the City Attorney and found that the state statues have changed concerning maximum mil levy amounts that the City can levy on the Library's behalf. If the City Council so desires, they could increase the current mil levy for the library. City staff will work with Library staff and Board to develop a solid budget for the remainder of the 2024 budget/calendar year, and for the 2025 proposed/calendar budget year that takes into account all revenue streams for the library, and if/what amount of an increase in the Library's portion of the mil levy might be needed to meet the current desires of the Library Board and the public. This proposal will be presented to the City Council as part of the 2025 budget development process.

12. Eco/Devo Committee update:

No meeting for lack of quorum.

13. Treasurer Report:

None

14. Governmental remarks:

May have a conflict with the meeting next month; two council members have a conflict, so will need to check the week before to be sure that will have a quorum. The City Administrator stated that Halagains would like to have an event in April or May, but does not have details at this time. City Administrator also stated that staff has been checking into having a small concert at the Vintage Market, we could potentially get Blaine Howard and she will see about getting sponsors to help cover the cost.

15. Adjournment: *Brent Randolph made a motion to adjourn, 2nd by Tracy Thul. Vote: motion carries.*

Respectfully submitted by City Clerk, Kimberly McCormick, MMC

ACCOUNTS PAYABLE CHECK REGISTER

| BANK# | BANK NAME | CHECK# | DATE | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|---------------------------|------------|-----------|------|----------|-------------------------------|--------------|---------|--------|------|-----------------|
| 1 GARDEN PLAIN STATE BANK | | | | | | | | | | |
| * | 43306 Thru | 43310 | | | | | | | | |
| | 43311 | 2/02/2024 | | 897 | ALERT 360 - WICHITA | 356.80 | | | | |
| | 43312 | 2/02/2024 | | 922 | BRYAN CROWNOVER | 40.00 | | | | |
| | 43313 | 2/02/2024 | | 932 | CENTRAL POWER SYSTEMS & SERV | 1,764.88 | | | | |
| | 43314 | 2/02/2024 | | 914 | CITYCODE FINANCIAL LLC | 1,250.00 | | | | |
| | 43315 | 2/02/2024 | | 779 | CORE & MAIN | 549.38 | | | | |
| | 43316 | 2/02/2024 | | 928 | CULLIGAN OF WICHITA | 32.00 | | | | |
| | 43317 | 2/02/2024 | | 9 | FISHER LUMBER COMPANY INC | 2,351.86 | | | | |
| | 43318 | 2/02/2024 | | 332 | FP MAILING SOLUTIONS INC | 140.40 | | | | |
| | 43319 | 2/02/2024 | | 15 | GATEWAY OF GARDEN PLAIN | 200.00 | | | | |
| | 43320 | 2/02/2024 | | 918 | GENE GARCIA | 40.00 | | | | |
| | 43321 | 2/02/2024 | | 199 | GODDARD ACE HARDWARE | 56.95 | | | | |
| | 43322 | 2/02/2024 | | 916 | IDEATEK TELCOM LLC | 392.00 | | | | |
| | 43323 | 2/02/2024 | | 37 | KANSAS ONE-CALL SYSTEM INC | 37.20 | | | | |
| | 43324 | 2/02/2024 | | 806 | KIRKHAM MICHAEL | 7,500.00 | | | | |
| | 43325 | 2/02/2024 | | 924 | KOON LAW FIRM LLC | 2,575.00 | | | | |
| | 43326 | 2/02/2024 | | 556 | MID CONTINENT MARKET CENR | 1,840.60 | | | | |
| | 43327 | 2/02/2024 | | 680 | MIDWEST SINGLE SOURCE | 557.28 | | | | |
| | 43328 | 2/02/2024 | | 20 | PETTY CASH | 59.96 | | | | |
| | 43329 | 2/02/2024 | | 263 | PINK PEST CONTROL | 92.00 | | | | |
| | 43330 | 2/02/2024 | | 29 | STUHLSATZ SERVICE INC | 1,241.12 | | | | |
| | 43331 | 2/02/2024 | | 17 | TIMES-SENTINEL NEWSPAPERS | 165.37 | | | | |
| | 43332 | 2/02/2024 | | 140 | TRACTOR SUPPLY CREDIT PLAN | 212.76 | | | | |
| | 43333 | 2/02/2024 | | 407 | U.S POSTAL SERVICE (CMRS-FP) | 500.00 | | | | |
| | 43334 | 2/02/2024 | | 565 | VERIZON WIRELESS | 288.83 | | | | |
| | 43335 | 2/02/2024 | | 487 | VISION CARE DIRECT | 227.40 | | | | |
| | 43336 | 2/02/2024 | | 311 | WATERWISE ENTERPRISES LLC | 650.00 | | | | |
| | 43337 | 2/09/2024 | | 96 | BECKER BROS | 596.74 | | | | |
| | 43338 | 2/09/2024 | | 474 | BECKER COMPUTER SERVICES INC | 1,962.00 | | | | |
| | 43339 | 2/09/2024 | | 33 | BLACK HILLS ENERGY | 18,191.72 | | | | |
| | 43340 | 2/09/2024 | | 779 | CORE & MAIN | 3,851.04 | | | | |
| | 43341 | 2/09/2024 | | 928 | CULLIGAN OF WICHITA | 19.00 | | | | |
| | 43342 | 2/09/2024 | | 845 | EVERGY | 1,091.70 | | | | |
| | 43343 | 2/09/2024 | | 35 | FARMERS COOP ELEVATOR CO | 1,794.68 | | | | |
| | 43344 | 2/09/2024 | | 5 | GARDEN PLAIN STATE BANK | 25.00 | | | | |
| | 43345 | 2/09/2024 | | 526 | KANSAS DEPT OF AGRI | 600.00 | | | | |
| | 43346 | 2/09/2024 | | 52 | KANSAS STATE TREASURER | 297.00 | | | | |
| | 43347 | 2/09/2024 | | 908 | KURT BOOKOUT | 422.50 | | | | |
| | 43348 | 2/09/2024 | | 12 | LEAGUE OF KS MUNICIPALITIES | 68.00 | | | | |
| | 43349 | 2/09/2024 | | 737 | MERIDIAN ANALYTICAL LABS | 717.00 | | | | |
| | 43350 | 2/09/2024 | | 680 | MIDWEST SINGLE SOURCE | 374.29 | | | | |
| | 43351 | 2/09/2024 | | 958 | MUNICIPAL SUPPLY INC | 202.86 | | | | |
| | 43352 | 2/09/2024 | | 20 | PETTY CASH | 78.00 | | | | |
| | 43353 | 2/09/2024 | | 220 | SAM'S CLUB | 39.96 | | | | |
| | 43354 | 2/09/2024 | | 436 | SEDGWICK CO REGISTER OF DEEDS | 96.00 | | | | |
| | 43355 | 2/09/2024 | | 24 | SEDGWICK COUNTY ELECTRIC COOP | 602.45 | | | | |
| | 43356 | 2/09/2024 | | 17 | TIMES-SENTINEL NEWSPAPERS | 50.00 | | | | |
| | 43357 | 2/09/2024 | | 660 | TRAFFIC CONTROL SERVICES | 3,983.54 | | | | |
| | 43358 | 2/09/2024 | | 959 | TYLOR STRUCKMAN | 695.42 | | | | |
| | 43359 | 2/09/2024 | | 205 | USA BLUEBOOK | 982.89 | | | | |
| | 43360 | 2/09/2024 | | 594 | VISA | 3,922.80 | | | | |

ACCOUNTS PAYABLE CHECK REGISTER

| BANK# | BANK NAME | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|--------|-----------|-----------|-------------------------------|--------------|---------|--------|------|-----------------|
| CHECK# | DATE | | | | | | | |
| 43361 | 2/09/2024 | 45 | WASTE CONNECTIONS OF KS INC | 5,736.10 | | | | |
| 43362 | 2/09/2024 | 311 | WATERWISE ENTERPRISES LLC | 185.74 | | | | |
| 43363 | 2/16/2024 | 517 | CORRPRO COMPANIES INC | 1,755.00 | | | | |
| 43364 | 2/16/2024 | 928 | CULLIGAN OF WICHITA | 12.00 | | | | |
| 43365 | 2/16/2024 | 882 | ECONO SIGNS LLC | 893.60 | | | | |
| 43366 | 2/16/2024 | 277 | GARDEN PLAIN HIGH SCHOOL | 45.00 | | | | |
| 43367 | 2/16/2024 | 199 | GODDARD ACE HARDWARE | 101.96 | | | | |
| 43368 | 2/16/2024 | 87 | KANSAS MUNICIPAL JUDGES ASSOC | 25.00 | | | | |
| 43369 | 2/16/2024 | 52 | KANSAS STATE TREASURER | 12,527.50 | | | | |
| 43370 | 2/16/2024 | 700 | KIMBERLY MCCORMICK | 24.52 | | | | |
| 43371 | 2/16/2024 | 999999999 | LAIRD NOLLER FORD | 65,992.00 | | | | |
| 43372 | 2/16/2024 | 12 | LEAGUE OF KS MUNICIPALITIES | 175.00 | | | | |
| 43373 | 2/16/2024 | 934 | MICHAEL LONG | 3,436.49 | | | | |
| 43374 | 2/16/2024 | 628 | PFUFF SIGNS LLC | 206.49 | | | | |
| 43375 | 2/16/2024 | 867 | SYMMETRY ENERGY SOLUTIONS | 26,985.60 | | | | |
| 43376 | 2/16/2024 | 17 | TIMES-SENTINEL NEWSPAPERS | 388.25 | | | | |
| 43377 | 2/16/2024 | 205 | USA BLUEBOOK | 1,248.41 | | | | |
| 43378 | 2/16/2024 | 906 | WELLS FARGO | 225.51 | | | | |
| 43379 | 2/23/2024 | 33 | BLACK HILLS ENERGY | 158.91 | | | | |
| 43380 | 2/23/2024 | 2 | BCBS OF KANSAS | 13,292.78 | | | | |
| 43381 | 2/23/2024 | 960 | BRIAN HELTEN | 443.15 | | | | |
| 43382 | 2/23/2024 | 952 | CASEY CRADDOCK | 215.99 | | | | |
| 43383 | 2/23/2024 | 258 | CITY OF WICHITA/TREASURY DIV | 105.00 | | | | |
| 43384 | 2/23/2024 | 845 | EVERGY | 178.62 | | | | |
| 43385 | 2/23/2024 | 657 | FARM SUPPLY | 40.00 | | | | |
| 43386 | 2/23/2024 | 199 | GODDARD ACE HARDWARE | 132.48 | | | | |
| 43387 | 2/23/2024 | 946 | GODFREY'S INDOOR RANGES | 289.96 | | | | |
| 43388 | 2/23/2024 | 999999999 | GPHS - THE NEST | 215.00 | | | | |
| 43389 | 2/23/2024 | 371 | HOME DEPOT | 71.00 | | | | |
| 43390 | 2/23/2024 | 999999999 | JAWLINE MUSIC GROUP | 2,750.00 | | | | |
| 43391 | 2/23/2024 | 709 | MABCD | 375.53 | | | | |
| 43392 | 2/23/2024 | 583 | MCCONNELL & ASSOCIATES | 406.00 | | | | |
| 43393 | 2/23/2024 | 556 | MID CONTINENT MARKET CNTR | 2,078.19 | | | | |
| 43394 | 2/23/2024 | 805 | O'REILLY | 124.46 | | | | |
| 43395 | 2/23/2024 | 613 | PRAIRIELAND PARTNERS INC | 1,218.97 | | | | |
| 43396 | 2/23/2024 | 777 | R K BLACK INC | 106.23 | | | | |
| 43397 | 2/23/2024 | 930 | THE CREATIVE INTERNET LLC | 195.00 | | | | |
| 43398 | 2/23/2024 | 959 | TYLOR STRUCKMAN | 107.50 | | | | |
| 43399 | 2/23/2024 | 766 | UNDERGROUND VAULTS & STORAGE | 42.00 | | | | |
| 43400 | 2/23/2024 | 565 | VERIZON WIRELESS | 473.53 | | | | |
| 43401 | 2/23/2024 | 787 | VISION ALLIANCE MARKETING LLC | 250.00 | | | | |
| * | 43402 | | | | | | | |
| | 1369 | 2/02/2024 | 1 KPERS | 3,394.63 | | | | E-PAY |
| | 1370 | 2/02/2024 | 6 KS DEPARTMENT OF REVENUE | 867.73 | | | | E-PAY |
| | 1371 | 2/02/2024 | 562 EFTPS | 5,585.69 | | | | E-PAY |
| | 1372 | 2/07/2024 | 79 SALES & EXCISE TAX | 1,169.27 | | | | E-PAY |
| | 1373 | 2/09/2024 | 909 CSG FORTE PAYMENTS INC | 64.75 | | | | E-PAY |
| | 1374 | 2/16/2024 | 1 KPERS | 3,042.00 | | | | E-PAY |
| | 1375 | 2/16/2024 | 6 KS DEPARTMENT OF REVENUE | 789.60 | | | | E-PAY |
| | 1376 | 2/16/2024 | 562 EFTPS | 4,701.95 | | | | E-PAY |
| | 1377 | 2/16/2024 | 725 KPERS-OGLI | 14.80 | | | | E-PAY |

ACCOUNTS PAYABLE CHECK REGISTER

| BANK# | BANK NAME | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|--------|-----------|----------|------|--------------|---------|--------|------|-----------------|
| CHECK# | DATE | | | | | | | |

* See Check Summary below for detail on gaps and checks from other modules.

| | |
|----------------|------------|
| BANK TOTALS: | |
| OUTSTANDING | 226,651.27 |
| CLEARED | .00 |
| <hr/> | |
| BANK 1 TOTAL | 226,651.27 |
| **VOIDED** | .00 |

| FUND | TOTAL | OUTSTANDING | CLEARED | VOIDED |
|-----------------------|-----------|-------------|---------|--------|
| 10 GENERAL FUND | 49,113.91 | 49,113.91 | .00 | .00 |
| 13 LOCAL SALES TAX | 65,992.00 | 65,992.00 | .00 | .00 |
| 30 BONDS AND INTEREST | 12,527.50 | 12,527.50 | .00 | .00 |
| 40 SPECIAL STREETS | 406.00 | 406.00 | .00 | .00 |
| 55 SOLID WASTE | 5,752.28 | 5,752.28 | .00 | .00 |
| 60 GAS FUND | 60,822.53 | 60,822.53 | .00 | .00 |
| 70 SEWER FUND | 13,917.59 | 13,917.59 | .00 | .00 |
| 80 WATER FUND | 17,832.40 | 17,832.40 | .00 | .00 |
| 98 LIBRARY FUND | 287.06 | 287.06 | .00 | .00 |

ACCOUNTS PAYABLE CHECK REGISTER
***** CHECK SUMMARY *****

| BANK# | BANK NAME | DESCRIPTION |
|-------|-----------|-------------|
|-------|-----------|-------------|

1 GARDEN PLAIN STATE BANK

| | | |
|------------|-------|-------------------------|
| 43306 Thru | 43310 | Payroll Checks |
| 43311 Thru | 43401 | Accounts Payable Checks |
| 1369 Thru | 1377 | Accounts Payable E-Pay |

ACCOUNTS PAYABLE CHECK REGISTER

| BANK# | BANK NAME | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|-----------------------------|-----------|----------|------------------------|--------------|---------|--------|------|-----------------|
| 2 SPECIAL PROJ GARDEN PLAIN | | | | | | | | |
| 1059 | 2/16/2024 | 52 | KANSAS STATE TREASURER | 20,227.50 | | | | |

* See Check Summary below for detail on gaps and checks from other modules.

| | |
|--------------|-----------|
| BANK TOTALS: | |
| OUTSTANDING | 20,227.50 |
| CLEARED | .00 |
| <hr/> | |
| BANK 2 TOTAL | 20,227.50 |
| **VOIDED** | .00 |

| FUND | TOTAL | OUTSTANDING | CLEARED | VOIDED |
|---------------------|-----------|-------------|---------|--------|
| 35 SPECIAL PROJECTS | 20,227.50 | 20,227.50 | .00 | .00 |

| | |
|----------------|------------|
| REPORT TOTALS: | |
| OUTSTANDING | 246,878.77 |
| CLEARED | .00 |
| <hr/> | |
| GRAND TOTAL | 246,878.77 |
| **VOIDED** | .00 |

| FUND | TOTAL | OUTSTANDING | CLEARED | VOIDED |
|-----------------------|-----------|-------------|---------|--------|
| 10 GENERAL FUND | 49,113.91 | 49,113.91 | .00 | .00 |
| 13 LOCAL SALES TAX | 65,992.00 | 65,992.00 | .00 | .00 |
| 30 BONDS AND INTEREST | 12,527.50 | 12,527.50 | .00 | .00 |
| 35 SPECIAL PROJECTS | 20,227.50 | 20,227.50 | .00 | .00 |
| 40 SPECIAL STREETS | 406.00 | 406.00 | .00 | .00 |
| 55 SOLID WASTE | 5,752.28 | 5,752.28 | .00 | .00 |
| 60 GAS FUND | 60,822.53 | 60,822.53 | .00 | .00 |
| 70 SEWER FUND | 13,917.59 | 13,917.59 | .00 | .00 |
| 80 WATER FUND | 17,832.40 | 17,832.40 | .00 | .00 |
| 98 LIBRARY FUND | 287.06 | 287.06 | .00 | .00 |

ACCOUNTS PAYABLE CHECK REGISTER
***** CHECK SUMMARY *****

| BANK# | BANK NAME | DESCRIPTION |
|-------|-----------|-------------------------|
| 1059 | | Accounts Payable Checks |

END OF MONTH FUND BALANCES

BALANCE AS OF: Feb-24

| | |
|--|------------------------|
| General Fund Cash | \$ 285,746.79 |
| KS Fights Addiction | \$ 2,769.68 |
| ARPA Cash | \$ - |
| Local Sales Tax | \$ 250,512.81 |
| Law Enforcement Training Cash | \$ 2,440.94 |
| Bonds and Interest Cash | \$ 178,352.97 |
| LandBank | \$ 90,401.56 |
| Special Projects Cash | \$ 204,728.57 |
| Special Streets Cash | \$ 48,648.02 |
| Special Parks Cash | \$ 21,287.83 |
| Solid Waste Cash | \$ 13,328.45 |
| Gas Fund Cash | \$ 136,354.43 |
| Sewer Fund Cash | \$ 181,158.58 |
| Stormwater Fund Cash | \$ 39,881.91 |
| Water Fund Cash | \$ 189,153.40 |
| Capital Improvement | \$ 164,000.00 |
| Equipment Reserve Cash | \$ 5,667.50 |
| Library Fund Cash | \$ 25,897.80 |
| TOTAL | \$ 1,840,331.24 |
| | |
| Now Checking(+petty cash, - outstanding trans) | \$ 48,584.38 |
| Sweep Savings | \$ 1,268,364.56 |
| Money Market | \$ 5,118.29 |
| Now Special Projects Checking | \$ 204,728.57 |
| KMIP | \$ 28,182.56 |
| 12 Month CD-3996 | \$ 141,254.83 |
| 24 Month CD-4006 | \$ 144,098.05 |
| | |
| TOTAL | \$ 1,840,331.24 |

GARDEN PLAIN PAYROLL REPORT

| EMPLOYEE | DATE | DATE | DATE | TOTAL |
|--------------------|------------------|------------------|-------------|------------------|
| | 2/2/2024 | 2/16/2024 | | |
| Bonnie Kopper | 1098.62 | 1156.71 | 0.00 | 2,255.33 |
| Kimberly McCormick | 2123.69 | 2288.93 | 0.00 | 4,412.62 |
| Michael Martinez | 2363.00 | 2391.70 | 0.00 | 4,754.70 |
| Kevon Abrams | 1505.52 | 1576.62 | 0.00 | 3,082.14 |
| Ashtyn Cody | 1069.36 | 0.00 | 0.00 | 1,069.36 |
| Casey Craddock | 1480.26 | 1388.40 | 0.00 | 2,868.66 |
| Gene Garcia | 2575.00 | 2575.00 | 0.00 | 5,150.00 |
| Bryan Crowmover | 2142.40 | 2222.74 | 0.00 | 4,365.14 |
| Michael Roths | 288.40 | 236.90 | 0.00 | 525.30 |
| Derrick Gros | 1557.36 | 0.00 | 0.00 | 1,557.36 |
| Kelly McElroy | 3702.30 | 3642.30 | | 7,344.60 |
| Tylor Struckman | 2545.33 | 2651.55 | | 5,196.88 |
| Michele McGregor | 877.50 | | | 877.50 |
| Judy Smith | 141.00 | | | 141.00 |
| Abigail Puetz | 24.00 | | | 24.00 |
| Darren Haukap | 557.89 | | | 557.89 |
| Harold Flaigle | 471.47 | | | 471.47 |
| Kevin Hammond | 200.00 | | | 200.00 |
| Jenny Zoglmann | 100.00 | | | 100.00 |
| Tracy Thul | 100.00 | | | 100.00 |
| Brent Randolph | 100.00 | | | 100.00 |
| Amy Hunter | 100.00 | | | 100.00 |
| Dwight Mollenkamp | 100.00 | | | 100.00 |
| TOTAL | 25,223.10 | 20,130.85 | 0.00 | 45,353.95 |

To: Garden Plain City Council
FR: City Staff
RE: February Department Reports and Project Updates

Background:

City staff is pleased to provide the following updates on current projects and initiatives.

Development:

- *Housing:*
 - **Bentwood Addition:** Several spec homes remain for sale in Bentwood Addition constructed by [Liberty Communities](#). Additionally (by Liberty) two new custom homes are in the works and four additional spec homes (total of six) that will start as soon as weather permits. There are also [individual lots for sale](#) for custom builds. There are also plans for a new duplex in Bentwood Addition from [C&J Construction!](#)

Also in Bentwood Addition: staff continues to work on a new community brand, including specific fonts, styles and colors, that will be utilized for the design for lettering to be installed on the highway side of the Bentwood wall saying “welcome to Garden Plain”.

- **Moderate Income Housing Grant:** We are disappointed to report that we were informed by Kansas Housing Resources Corporation (KHRC) last week that we were not awarded the \$300,000 grant to create the homebuyer downpayment assistance program for Bentwood Addition. As always, the application process is incredibly competitive, and only 12 projects could be awarded from the 50+ applications that were submitted for available funds. Staff is scheduling a meeting with KHRC to review our application and receive feedback for potential improvements should we decide to reapply.
- **Pretty Flowers:** There is one remaining lot for sale in [Trail Ridge at Pretty Flowers Addition](#); as well as one existing home on [Blue Bells Ct.](#)
- **Renner Multi-Family Addition:** The developer continues to work with their A&E firm on preliminary and final plats, as well as an engineers estimate for the project. Once those numbers are obtained, the next step will be for the City to work with the Developer to complete a development plan/agreement that will be utilized by the Department of Commerce and their Reinvestment Housing Incentive District (RHID) plan. As a reminder, the site is located at the southeast corner of Main and Harry/15th Street; directly to the south of the Senior Center.
- *Downtown:*
 - **Outdoor Sound System(s):** In partnership with the Chamber, City staff has solicited and received several great recommendations for particular companies and/or equipment from other communities that have a similar downtown outdoor sound system in place. We will work to get additional bids for consideration by the Council and Chamber, as well as time frames for installation and options for areas served (i.e. downtown, other public spaces such as the ball fields, Ternes Park, City Park). We continue to hope that we can source a blue tooth operated, solar powered system.

Finance:

- *Sales tax revenue:* February sales tax revenues totaled \$39,137.89, with the City’s local portion (1%) representing \$17,852.82 of the total amount. This represents an **increase of 33.81%** compared to February 2023 total revenues of \$29,249.77; and an **increase of 24.23 %** over last month (January 2024) revenues, that totaled 31,503.67. The following chart represents the City’s 1% sales tax collections over the past several months, for ease of reference (note these figures may be different than the total sales tax revenues reported above, as this is just the City’s portion).

| Month | City’s 1% Sales Tax | % Change over Previous Month |
|-----------|---------------------|------------------------------|
| Oct. 2023 | \$15,274.33 | 2.55% |
| Nov. 2023 | \$35,022.29 | 129.3% |
| Dec. 2023 | \$87,301.38 | 149.3% |
| Jan. 2024 | \$13,206.35 | -84.87% |
| Feb. 2024 | \$17,852.82 | 35.81% |

We are thankful to have diversified our revenues away from total dependence on property taxes and that people are shopping at our local merchants and dining at our local restaurants. In partnership with the Chamber, we continue to promote every available opportunity to shop and support local businesses.

- *2023 Audit:* The City’s annual audit for the 2023 fiscal year is nearing completion and final results/report should be presented to the Council at the April 3 City Council meeting. We anticipate good and positive results as usual!
- *Grants:* Staff continues to review multiple grant opportunities from both private foundations and public funds. As noted later in the agenda packet, we recently learned that the Senior Center, in partnership with the City, can now qualify for Community Development Block Grant (CDBG) funds for remodeling and improvements at the facility. That application is due May 17 to the state.

Thank you to everyone that passes along these opportunities as you hear about them so we can research and see if we qualify. We don’t want to miss out!

Public Works: Over the past few weeks our teams have worked on the following projects and initiatives.

- *Natural Gase:*
 - Repairs to rectifier Anode bed at 343rd & 15th. Quote is at City Hall.
 - The removal and replacement of 3 customer yard lines at 502, 508, and 526 Loomis due to ditch improvements. Quote for work should be ready by 3/1/24.
 - Possible leak at 391st and Cherry Oaks at the casing vent. This will be something we will monitor over the next few months. We tested the area last week and got a 0% read from the vent. When staff does pick up a gas percentage from the area in question, it could be trash gas from a previous leak we had in this area back in 2020.

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- *Parks:*
 - Completed repair of teeter totter seats in the playground at Garden Plain City Park.
 - Main line has been tapped for water to the new water bottle/fountain/pet water station at Ternes Park.
 - Replacement baby bucket swing arrived last week for City Park. Will be installed soon.
 - **KDHE Waste Tire Grant Application: Picnic Tables/Park Benches:** In January staff submitted a grant application to KDHE to fund half the cost of several park benches and picnic tables, both regular and ADA accessible. The total amount of the grant application was approximately \$4,800, with the City providing half of the funds, if awarded. The tables and benches are made in Concordia Kansas, consist of recycled tires, rubber, and plastics, and have an estimated 50 year life span.
 - **Municipal Swimming Pool:** Still waiting on an update from the State and from the National Parks Service (NPS) regarding our municipal swimming pool grant application. We had hoped to hear in November 2023. In checking with the state contact, they have not yet heard from the NPS on state grant awards.

 - *Streets/Stormwater:*
 - Completed the repairs and replacement of the barricades at the end of West Street at Harry/15th Street.
 - Completed annual review of streets with South Central Paving to figure out what we want to do with the streets this year. We are mainly going to be doing crack and edge sealing in the northern part of Bentwood and all of Pretty Flowers.
 - Filled four potholes; three at the intersection of Garnett and Main, and one in 600 Block of N. Sedgwick.

 - *Water:*
 - Compiled list of meters that need to be replaced due to being out of life expectancy. Replacing these meters will improve our water loss and revenue as some of them have not been reading accurately for the last 9 months.
 - Temporary repair of three water meter setter leaks. Two on Doyle and one on Biermann.
 - Purchased backup booster pump for chlorine and phosphate injection at well house injection room.

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- Replaced phosphate injection pump at well house injection room. We had the old pump rebuilt so we have a backup.
 - Called for quotes to have the Well Field surveyed. The access road going to the wells is in terrible shape and needs to be rebuilt. We have asked Alpha Land Surveys to survey the property so we can make sure we stay in our easement when we rebuild the road. We have also solicited a few bids for the rebuild of the road but have not received any yet, as we are waiting on the survey to be completed.
 - Purchased a new bulk water meter so we have two that we can use for bulk water sales.
 - Purchased a new walk behind concrete saw that will help us cut out utility cuts in the streets if we have a main leak. All of our water mains in town are in the streets and we did not have an efficient and safe way to cut the street to get to a water main leak.
 - Monthly meter reads.
 - Monthly total coliform samples.
 - *Wastewater:*
 - Monthly sampling for WWTP.
 - Monthly sludge haul of 3,000 gallons to City of Wichita WWTP.
 - Called out for a SS back up at 301 N. Sedgwick. Found that the backup was in the customer's cleanout.

Other:

- *2024 – 2028 Capital Improvement Plan (CIP):* Staff is preparing an updated five-year CIP for the 2024-2028 fiscal years. We hope to bring it to you as a first review/read at your April 2024 City Council meeting in advance of the annual budgeting process.
- Last week we took delivery of the new public works truck authorized by the Council at your February meeting. We will be working to outfit it with lights and badging over the next few weeks.
- We are pleased to report the addition of a new public works team member, Mr. Brian Helten, filling a recent vacancy on staff. Brian has extensive public works experience garnered with multiple years with both Sedgwick County and the City of Goddard. He and his family are well known locals and we are fortunate to add him to our team!

- ICYMI – We are super excited and proud to be hosting country music singer and songwriter Mr. [Blane Howard](#) as our live music and entertainment at the 4th Annual [Garden Plain Vintage Market](#) June 1! The market runs from 9 AM to 2 PM, with the concert beginning at noon in the 600 block of Main Street. A huge thank you to our media and promotions partners at [Mid-America Network/Steckline Communications](#) (99.7 HankFM; 1480 KQAM; 1410 AM/93.9 FM KGSO) for advertising the concert, which is FREE and open to the public. We will be working with them to do additional promotions in advance of Mr. Howard’s performance. We anticipate large crowds for both the market and the concert, so let’s be sure to welcome our guests to our community!

Upcoming Special Events/City Closures:

- 03/07/24: Regular City Council Meeting – rescheduled from 03/06/24
- 03/10/24: Daylight Savings Time Begins
- 03/11/24: Renwick Spring Break through 03/15/24
- 03/29/24: Good Friday – Renwick Schools Closed
- 03/30/24: Easter Sunday
- 04/01/24: Easter Monday – Renwick Schools Closed
- 06/01/24: [Vintage Market/Blane Howard Concert](#): 400-600 blocks of Main Street & City Wide Garage Sales (TR/F/S May 30-June 1)
- 06/29/24: City Wide Clean Up Day

Recommended Action: The City Council is asked to:

1. Receive and file.

Attachments:

None

To: Garden Plain City Council
FR: Kelly McElroy, City Administrator
RE: **CDBG Grant Application for Senior Center Improvements**

Background:

Recently, while seeking out grant funding for water and wastewater improvements for the City, staff learned of a Community Development Block Grant (CDBG) funding opportunity to rehabilitate/remodel the Senior Center. The grant is a 75/25 % matching grant, with 75% coming from the State's federal allocation of CDBG funds and 25% coming from other funds that could include private grant foundations the senior center, the City, or private donations from individuals, businesses, or corporations.

Of important note: CDBG funds can only be utilized for structural and mechanical purposes, such as electrical, plumbing, mechanical/HVAC, roofs, structural changes and additions. It cannot be utilized for "furnishings" (like appliances, tables, chairs, décor) nor operating/administration funds.

In the past the Senior Center, as a privately owned and operated nonprofit, was not eligible for CDBG funding; only municipal facilities could qualify. With the passage of the federal BIL grant dollars over the past few years, the nonprofits can now tap into the funding; however, the grant must be awarded to the City and we will act as a pass-through for the funds. This will require a simple interlocal agreement between the City and the Senior Center that will need to be formally approved by both governing bodies.

The grant application is due May 17 and must include a professional A&E proposal and preliminary engineer's cost estimate. Last week staff met with Ranson Financial, who has great expertise in the preparation of CDBG grants (the grants are notoriously complicated and difficult because of the federal and state requirements that must be upheld during the project and afterward for reporting). We also had a preliminary walk through of the facility with an architect, BG Consultants, to determine the highest and best layouts and needs of the facility. These consultations were provided free of charge thanks to our established relationship with both firms.

The proposed agreements included following this report as Attachment A are from Ranson Financial for the grant preparation (\$4,500) and from BG Consultants for the preliminary architectural report (\$5,400 plus expenses like mileage). CDBG grant funds cannot be used to cover these costs. If the grant is awarded another contract for administration of the funds will be needed with Ranson. The application turn-around time is pretty tight considering the Architects will need to begin work on the plans immediately, but they are confident they can comply with the timeline.

It is anticipated that the City Council will need to hold a special call meeting in April to accommodate a required public hearing regarding the grant application, and staff and the Senior Center board will need to work together to come up with the 25% matching funds once the total estimated cost of the project is known (although fundraising could begin at any time and donations could be made in advance of the grant award announcement). We also need to determine if donations will go to the City as a dedicated line item, to the Senior Center, or to Council of Hope.

Financial Implications:

If the Council is amenable to moving forward with the two agreements for an estimated total of \$9,900 plus expenses, staff proposes that the City request the Senior Center Board split the expenses; that the City will front the costs and ask the Senior Center for reimbursement of a portion of the costs, to be negotiated.

Recommended Action: The City Council is asked to:

1. Consider the proposed agreements and receive staff's recommendation to apply for the CDBG grant funds.
2. Approve the agreements with Ranson Financial and BC Consultants.
3. Direct staff to meet with the Senior Center Board of Directors to ensure all parties are in agreement with the cost-share portion of the application and needed improvements to the facility.

Attachments:

- A. Proposals from Ranson Financial for preparation of CDBG grant funds and BG Consultants for preliminary Architectural and Engineering design work.



GRANT WRITING PROPOSAL

WWW.RANSONFINANCIAL.COM

March 6, 2024

To: Mayor and Council
ATTN: Kelly McElroy, City Administrator
505 N. Main Street
Garden Plain, KS 67050

RE: Proposed Senior Center Facility Improvements Project
1006 N. Main Street, Garden Plain, Kansas

We are pleased to submit this agreement to provide grant writing services to the City of Garden Plain, Kansas for the proposed project.

Scope of Services

We agree to provide the following professional services and such other services as, in my judgment, may be necessary and advisable:

- A. To work with City Staff and Consultant(s) in the preparation of CDBG related paperwork for the application
- B. To present paperwork to the City Council for processing and execution by the City.
- C. To be present at Council Meetings to give reports, as needed. If I am unable to attend the Council Meeting, a written report will be provided.
- D. To attend the CDBG Public Hearing.
- E. Upon completion of the grant application, furnish the City a copy of the submitted document.

It is noted that CDBG does not pay for grant writing and that costs are to be paid by the applicant. Our fee for grant preparation work for the proposed project is \$100.00/Hour plus mileage and relevant expenses with for a fee of \$4,500.00. Payment for Services will be due when the grant application is submitted to the Kansas Department of Commerce.

It is noted that Grant Administration is a separate contract and proper procurement procedures as set out in the program will apply if CDBG funds are used to pay for this line item. This information will be provided to the city when available.

This agreement shall be in force for effect for a period of one year unless terminated and shall be subject to cancellation by either party with ten (10) days' advance written notice.

Attachment A (Continued)

This agreement is submitted in duplicate. Your acceptance will be indicated by the signature of City on both copies and by returning one executed copy to us.

Respectfully submitted,

Ranson Financial Group, LLC

Rose Mary Saunders

Municipal Consultant

Accepted this _____ day of _____, 2024.

CITY OF GARDEN PLAIN, KANSAS

Mayor

ATTEST:

City Clerk

(seal)

Attachment A (Continued)



AGREEMENT
CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF GARDEN PLAIN, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Preliminary Architectural Report
Senior Center Improvements
1006 N Main Street, Garden Plain, Kansas 67050

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

Attachment A (Continued)

- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in Exhibit 1.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in Exhibit 1 for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name: Clint Hibbs, AIA
 Address: 4806 Vue Du Lac Place
Manhattan, KS 66503
 Phone: E. clint.hibbs@bgcons.com P 785 537 7448

2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.

2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.

2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.

2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical

Attachment A (Continued)

firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm's work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances (Standard of Care). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall

Attachment A (Continued)

not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.

3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit I as the CLIENT's responsibility.

3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.

3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.

3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.

3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Kelly McElroy, City Administrator
Address: 505 N Main
Garden Plain, Kansas 67050
Phone: 316/531 2321

3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Kelly McElroy, City Administrator
Address: 505 N Main
Garden Plain, Kansas 67050
Phone: 316/531 2321

Attachment A (Continued)

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to Exhibit 2 of this Agreement. The Lump Sum Fee for this project is a total of \$5,400.00 plus reimbursable expenses as outlined in Exhibit 2 and for the Scope of Services as shown in Exhibit 1 of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in Exhibit 2. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in Exhibit 2. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to Exhibit 2. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

Attachment A (Continued)

- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

Attachment A (Continued)

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and

Attachment A (Continued)

expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under

Attachment A (Continued)

or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

Attachment A (Continued)

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as Exhibit 3.

Attachment A (Continued)


IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day
of _____, 2024.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

City of Garden Plain, Kansas

By: 
Printed Name: Clint Hibbs, AIA
Title: Vice President

By: _____
Printed Name: _____
Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

Attachment A (Continued)

EXHIBIT 1 - SCOPE OF SERVICES

The services to be performed under this section are as follows to determine suitability of improvements to an existing Senior Center within the city of Garden Plain:

Preliminary Architectural Report

This work will be performed to develop a scope and estimate of probable construction costs for the project.

1. CONSULTANT will coordinate its services with those services provide by the CLIENT and the CLIENT's consultants.
2. Advise CLIENT as to information to be collected and supplied by the CLIENT.
3. Conduct field research and document existing floor plan(s) including photographic documentation.
4. Consult, through meetings, with CLIENT representatives, to determine needs and project scope.
5. Investigate structural and systems characteristics of building and identify observable issues.
6. Prepare preliminary conceptual documents identifying the design and functional requirements for the project to compare renovation of the existing facility and an alternative for a new facility.
7. Develop Project Working Budget (Opinion of Probable Project Costs) for work, and recommended project schedule for both options.
8. Meet with the CLIENT to discuss conceptual drawings, review site and building design with city staff and coordinate with CLIENT to finalize the preliminary design.
9. Attend a meeting or study session to present preliminary design(s) and Opinion of Probable Project Costs to the City Council and for availability to answer questions.
10. Prepare a Preliminary Architectural Report (PAR) for use in applying for grant and/or loan funding.
Report to include:
 - 10.1. Description
 - 10.2. Options considered by community with estimates of probable project costs
 - 10.3. Operation and maintenance cost projections
11. Revise Preliminary Architectural Report (if needed) to address City Council comments and/or questions.
12. Attend and participate in a Public Hearing per CDBG requirements pertaining to review of the scope of the proposed project.

Additional Services

1. Environmental reports, architectural design and construction observation services for options identified in the PAR are not included in this agreement. Any additional services will be provided by addendum to this agreement or by separate contract prior to beginning work.

Attachment A (Continued)

EXHIBIT 2 - COST AND SCHEDULE

COST For services set forth in Exhibit 1 above, the CONSULTANT shall be paid a Lump Sum fee of:
\$5400.00.

Expenses shall be limited to mileage pertaining to the CONSULTANTS efforts for on-site investigations and meetings associated with the project.

SCHEDULE The project schedule is proposed to be completed in phases anticipated to be completed within the following timeline unless influences outside of the CONSULTANT's control cause delay:

Target Schedule

Final PAR

On or before May 17, 2024

Attachment A (Continued)

EXHIBIT 3 - SPECIAL PROVISIONS

1. CLIENT reserves the right to keep CONSULTANT under contract and negotiate the fees for the preliminary design and construction engineering of a facility for submittal of a loan and/or grant application through the Kansas Department of Commerce under the Community Development Block Grant Program, United States Department of Agriculture or if the CLIENT so chooses to pursue such improvements through other loan or grant funds or by CLIENT generated funding sources.
2. DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT:
The Securities and Exchange Commission (SEC) has passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, therefore, BG Consultants, Inc. recommends and advises all clients and potential clients (counties/municipalities/improvement districts...etc.) that are considering infrastructure improvements to contract with and receive professional financial advice from a registered municipal financial advisor. BG Consultants, Inc. and all related staff are not registered municipal financial advisors and all information provided concerning infrastructure projects and financing of improvements is general and typical information.
3. The CONSULTANT shall operate within all known CDBG guidelines, specifically:
 - a. Title VI Civil Rights Act of 1964.
 - b. Section 109 Certifications.
 - c. Section 504 Certifications.
 - d. Age Discrimination Act of 1975.
 - e. Fair Housing Amendments Act of 1988.
 - f. Executive Order 11063 Certifications.
 - g. Kansas Act Against Discrimination.
 - h. Executive Order 11246 Certifications.
 - i. Section 3 Certifications.
 - j. Title VIII of the Civil Rights Act of 1968 as amended by the Housing Act of 1974.
 - k. Section 503 of the Rehabilitation Act of 1973 as amended.
 - l. 24 CFR 85 as modified by CFR 570 Subpart J.
 - m. Title I of the Housing & Community Development Act of 1974 as amended.
 - n. Section 519 Public Law 101-144 (The 1990 HUD Appropriation Act).
 - o. Cranston-Gonzales National Affordable Housing Act (Section 906 & 912).

To: Garden Plain City Council
FR: Tylor Struckman, Public Works
RE: Request to Purchase Replacement ZTR Mowers

Background:

The City of Garden Plain Public Works department has two older ZTR mowers. One a 2015 John Deer and one an older Exmark. The Exmark hasn't been operable in several years, so staff took it to Kansas Golf and Turf (KGT) to be serviced and see if it could be repaired. Unfortunately, the model of mower is no longer in production (we estimate it is close to 20 years old) and parts are very difficult and expensive to source. It is the opinion of KGT that the cost for the parts and repairs, even if successful, are significantly more than the mower is worth.

The John Deer mower was taken to PrairieLand Partners to be serviced for the upcoming mowing season. Unfortunately, PrairieLand was broken into over a weekend and thieves stole several mowers, including the City's. A report was filed with the Sheriff's Department, and PrairieLand's insurance covered the depreciated cost/value of the mower, estimated at between \$5,000 and \$6,000. In an effort to make the City partially whole for the mower, they have offered \$8,000 toward the cost of a new mower. They also provided a quote for a second mower, to replace the Exmark. See Attachment A for an email from PrairieLand with that offer.

Financial Implications:

The MSRP of each mower is \$21,718. PrairieLand is offering a discount to the City, reducing the cost of each mower to \$14,867, for a total of \$29,734 for both mowers. Additionally, they will provide the aforementioned \$8,000 "trade-in" credit, further reducing the final total cost to \$21,734.

Looking ahead to lifetime maintenance, staff anticipates an economy of scale to be had by having two of the same mowers, for ease of transportation for maintenance to a single facility, staff training (especially for summer help/temp staff), etc. The mowers will be added to the public works Municipal Equipment Reserve (MER) and lifecycle costed, just as other vehicles and equipment, in order to help save and prepare for the cost of future replacement.

Recommended Action: The City Council is asked to:

1. Consider the quote and receive staff's recommendation to purchase the two mowers from Prairieland Partners in the amount of \$21,734.
2. Authorize staff to purchase the mowers.

Attachments:

- A. Email and Quote for Mower Purchase from Prairieland Partners

Attachment A

From: Tylor Struckman <tylor.struckman@gardenplain.com>
Sent: Thursday, February 29, 2024 12:00 PM
To: Kelly McElroy <kelly.mcelroy@gardenplain.com>
Subject: Fw: Mower Quotes

Thank you,

Tylor Struckman
Water/Wastewater Superintendent
City of Garden Plain, KS
316-258-0418
tylor.struckman@gardenplain.com
www.gardenplain.com



From: Fred Seiler <FSeiler@plpid.com>
Sent: Thursday, February 29, 2024 11:56 AM
To: Kim McCormick <cityclerk@gardenplain.com>; Tylor Struckman <tylor.struckman@gardenplain.com>
Subject: Mower Quotes

Attached is a quote for 2 new Z970R mowers with tweek wheels and 72" decks. The selling amount on these mowers is at my cost. This includes the government discount which helps get the price down to \$14867.00 for each. When I quoted these earlier this week my quote was for \$16550. That is a savings of \$1683 per mower, or total of \$3366.

The mower that was stolen from here was a 2015 Z960R, 72" deck with 1000 plus hours on it. I'm estimating the retail value on it at \$5000 to \$6000. To help make up for the unfortunate situation that put us both in I'm going to allow \$8000 against the quote to replace the mower you had that was stolen. With the \$8000 for your mower, and the \$3366 savings on the new models that is a total of \$11366. Let me know if this will work for you? If not I'm willing to try something different, I just need to know what that is? My goal is for The City of Garden Plain to feel like they were taken care of in light of an unfortunate situation. Thanks!



Fred Seiler | Branch Manager
24800 W 53rd ST N., Andale KS 67001
O: 316-444-2221 (ext 1921) M: 620-899-7270



LEAVE A REVIEW

PLPID.COM



Quote Summary

Prepared For:
 THE CITY OF GARDEN PLAIN
 504 N MAIN ST
 GARDEN PLAIN, KS 67050
 Business: 316-531-2321

Prepared By:
 Fred Seiler
 PrairieLand Partners, LLC
 24800 W 53rd Street North
 Andale, KS 67001
 Phone: 316-444-2221
 fseiler@plpjd.com

Payment on new equipment is due 30 days after factory delivery date.

Quote Id: 30443941
Created On: 27 February 2024
Last Modified On: 29 February 2024
Expiration Date: 29 March 2024

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|---|----------------|----------------|-----|--------------|
| 2023 JOHN DEERE Z970R ZTrak - 1TC970RDTPT121501 | \$ 21,718.00 | \$ 14,867.00 X | 1 = | \$ 14,867.00 |
| 2023 JOHN DEERE Z970R ZTrak - 1TC970RDVPT121537 | \$ 21,718.00 | \$ 14,867.00 X | 1 = | \$ 14,867.00 |

Equipment Total **\$ 29,734.00**

| Trade In Summary | Qty | Each | Extended |
|---|-----|-------------|-------------|
| 2015 JOHN DEERE Z960R - 1TC960RDJFT030217 | 1 | \$ 8,000.00 | \$ 8,000.00 |
| PayOff | | | \$ 0.00 |
| Total Trade Allowance | | | \$ 8,000.00 |

Trade In Total **\$ 8,000.00**

| Quote Summary | |
|----------------------------|---------------------|
| Equipment Total | \$ 29,734.00 |
| Trade In | \$ (8,000.00) |
| SubTotal | \$ 21,734.00 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 21,734.00 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 21,734.00 |

To: Garden Plain City Council
FR: Tylor Struckman, Public Works Superintendent
RE: **Purchase of new Utility Vehicle for Public Works Department**

Background:

Over the past several months, staff has worked to solicit bids for a new utility vehicle to replace a current public works vehicle. The current vehicle will be repurposed to the Police Department for use at large public events, on the trails, etc. At several previous meetings the Council has considered bids that were solicited by staff, however, the bids received were not always an equal comparison: some were for two-person seat vehicles; some for four (referenced as 6) seat vehicles; some with extra features and options.

At the direction of the Council staff requested additional bids for the same, more easily compared makes/models/equipment, and have received the following quotes (included as Attachment A). Additional quotes were requested from other companies, but none were received.

Financial Implications:

Quotes received:

- Jay Hatfield Motorsports of Wichita: 2024 Polaris Ranger Crew 1000 Premium (4-6 person capacity): \$20,664, or \$19,911.94 without the light bar.
- Wichita Tractor Company: 2024 Polaris Ranger Crew 1000 Premium (4-6 person capacity): \$20,388.90, or \$ 19,848,93 (without the light bar)

Recommended Action: The City Council is asked to:

1. Review the received utility vehicle quotes.
2. Direct staff to purchase the preferred utility vehicle option.

Attachments:

- A. Quotes from Jay Hatfield and Wichita Motor Sports

Attachment A

2/15/24, 12:47 PM

Dealership Performance 360 CRM V2



Date: 02/15/2024
 Salesperson: Skyler Ayesh
 Manager: [Signature]
 Source:

FOR INTERNAL USE ONLY

Business Name: Jay Hatfield Motorsports of Wichita Home Phone:
Customer: Michael Martinez Work Phone:
 Address: 505 N Main Garden Plain Kansas Cell Phone: (316) 833-0652
 E-Mail: gpmaint@gardenplain.com

VEHICLE
 Stock #: WP240501 New / Used VIN: 4XAT6E997R8461728 Mileage: 2
 Vehicle: 2024 Polaris Ranger Crew 1000 Premium Color: WHITE LIGHTNIN Type:

Trade In
 Vehicle: Mileage:
 Type: Color: VIN:
 Trade Allowance:

| Loan Payment | | Estimated | |
|------------------|--------------------|--------------------|--------------------|
| Cash Down | \$ 2,750.00 | \$ 3,750.00 | \$ 4,750.00 |
| 36 MO / 7.99 % | \$ 561.29 | \$ 529.96 | \$ 498.63 |
| 48 MO / 7.99 % | \$ 437.26 | \$ 412.85 | \$ 388.44 |
| 60 MO / 7.99 % | \$ 363.15 | \$ 342.88 | \$ 322.61 |

* A.P.R. Subject to equity and credit requirements.

| | | |
|------------------|----|-----------|
| DSRP | \$ | 18,159.00 |
| Dest/Prep | \$ | 1,350.00 |
| Total | \$ | 19,509.00 |
| JHMS Discount | \$ | 1,350.00 |
| Sale Price | \$ | 18,159.00 |
| Rebate | \$ | 2,000.00 |
| Mfr Surcharge | \$ | 500.00 |
| Options | \$ | 3,702.41 |
| Battery 4 Life | \$ | 0.00 |
| Trade Allowance: | \$ | |
| Trade Payoff: | \$ | |
| Dealer Fee: | \$ | 299.00 |
| Tax 0.00 % | \$ | 0.00 |
| Govt. Fees: | \$ | 4.00 |
| Balance: | \$ | 20,664.41 |

no Light Bar 19,911.94
 [Signature]

Buyer _____ Co-Buyer _____ Dealership _____

This menu is provided to you, our customer, to assist you in better understanding the financial options available. Amounts above are ESTIMATES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, eligibility for rebates and other factors particular to your transaction. All Customer Cash, Dealer and OEM Rebates are already included in the final price. Final payments and terms may vary. Customer agrees to pay the difference, if any, in the amount of the trade lien payoff. This is NOT a contract and it is to be used for illustration purposes only.

Attachment A (Continued)



309 south main
south hutchinson, kansas 67505
ph. 620-665-6466
fax 620-665-0427



QUOTE

Name CITY OF GARDEN PLAIN Date 2/23/2024
 Address 305 N MAIN - PO BOX 336 Email TYLOR.STRUCKMAN@GARDENPLAIN.COM
 City GARDEN PLAIN State KS Zip 67050 County _____ Phone 316-258-0418

| QTY | NU | MODEL | MAKE DESCRIPTION | SERIAL NUMBER | AMOUNT |
|-----|----|-------------|---|---------------|--------------|
| 1 | N | R24T6E99AD | 24 POLARIS RANGER CREW 1000 PREMIUM - WHITE LIGHTNING | | \$ 17,279.00 |
| | | 2889223 | SPORT POLY ROOF CREW | | \$ 699.99 |
| | | 2883300 | HARD COAT POLY WINDSHIELD | | \$ 579.99 |
| | | 2883773 | REAR POLY PANEL | | \$ 399.99 |
| | | 2879969 | REAR VIEW MIRROR | | \$ 89.99 |
| | | 2884609 | POLARIS STROBE LIGHT | | \$ 299.98 |
| | | TSS-POL-GBU | XTC TURN SIGNAL KIT | | \$ 499.99 |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | | | |
|--|-------|----------------------------|--------------------|--------------------|--------------|------|
| TRADE INS | | | | TOTAL CASH PRICE | \$ 19,848.93 | |
| YEAR & MAKE | MODEL | DESCRIPTION, SERIAL NUMBER | TRADE IN ALLOWANCE | TRADE ALLOWANCE | \$ - | |
| | | | | TRADE DIFFERENCE | \$ 19,848.93 | |
| | | CONTACT - TYLOR STRUCKMAN | | ADMIN FEE | | |
| | | 316-258-0418 | | OWING | | |
| | | | | SALES TAX | \$ - | |
| | | | | TOTAL | \$ 19,848.93 | |
| | | | TRADE-IN ALLOWANCE | \$ - | PAYMENT | \$ - |
| BALANCE DUE: <input type="checkbox"/> ON DELIVERY <input type="checkbox"/> FINANCED | | | | BALANCE DUE | \$ 19,848.93 | |

Prepared By: JOSH BICKEL

PURCHASER'S SIGNATURE



Attachment A (Continue



309 south main
south hutchinson, kansas 67505
ph. 620-665-6466
fax 620-665-0427

POLARIS
Think Outside



QUOTE

Name CITY OF GARDEN PLAIN Date 2/23/2024
 Address 305 N MAIN - PO BOX 336 Email TYLOR.STRUCKMAN@GARDENPLAIN.COM
 City GARDEN PLAIN State KS Zip 67050 County _____ Phone 316-258-0418

| QTY | NU | MODEL | MAKE DESCRIPTION | SERIAL NUMBER | AMOUNT |
|-----|----|-------------|---|---------------|--------------|
| 1 | N | R24T6E99AD | 24 POLARIS RANGER CREW 1000 PREMIUM - WHITE LIGHTNING | | \$ 17,279.00 |
| | | 2889223 | SPORT POLY ROOF CREW | | \$ 699.99 |
| | | 2883300 | HARD COAT POLY WINDSHIELD | | \$ 579.99 |
| | | 2883773 | REAR POLY PANEL | | \$ 399.99 |
| | | 2879969 | REAR VIEW MIRROR | | \$ 89.99 |
| | | 2884609 | POLARIS STROBE LIGHT | | \$ 299.98 |
| | | TSS-POL-GBU | XTC TURN SIGNAL KIT | | \$ 499.99 |
| | | 2889791 | 33" PRO ARMOUR LIGHT BAR | | \$ 379.99 |
| | | 521509 | DRAGON FIRE LIGHTBAR MOUNTS | | \$ 39.99 |
| | | 2883230 | POLARIS WIRING HARNESS | | \$ 119.99 |

| | | | | | | |
|--|-------|----------------------------|--------------------|--------------------|--------------|------|
| TRADE INS | | | | TOTAL CASH PRICE | \$ 20,388.90 | |
| YEAR & MAKE | MODEL | DESCRIPTION, SERIAL NUMBER | TRADE IN ALLOWANCE | TRADE ALLOWANCE | \$ - | |
| | | | | TRADE DIFFERENCE | \$ 20,388.90 | |
| | | CONTACT - TYLOR STRUCKMAN | | ADMIN FEE | | |
| | | 316-258-0418 | | OWING | | |
| | | | | SALES TAX | \$ - | |
| | | | | TOTAL | \$ 20,388.90 | |
| | | | TRADE-IN ALLOWANCE | \$ - | PAYMENT | \$ - |
| BALANCE DUE: <input type="checkbox"/> ON DELIVERY <input type="checkbox"/> FINANCED | | | | BALANCE DUE | \$ 20,388.90 | |

Prepared By: JOSH BICKEL

PURCHASER'S SIGNATURE

Find us on
Facebook



To: Garden Plain City Council
FR: Kelly McElroy, City Administrator
RE: Sales Tax Funds Allocation Policy Resolution

Background:

At the February 7, 2024 City Council meeting, the Council reviewed the following agenda packet report background information regarding the City's 1% sales tax revenues.

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In November of 2021 the Garden Plain voters approved a 1% local sales tax. It went into effect in April 1, 2022. The language in the ballot was broad, stating that the funds would be used for amenities, property tax relief, utility fund operations and equipment, etc.

The State initially estimated that the 1% local sales tax might generate approximately \$90,000 annually. We are pleased to report that in 2023 the City's portion generated \$255,652. Combined with the existing state and county distributions, the 2023 total sales tax revenues totaled slightly more than \$501,000, greatly exceeding the initial revenue projections.

There is currently not a policy in place for how the funds would/should be allocated or dedicated to. We've received some comments and questions from the community about this and recommend that the Council adopt a formal policy via Resolution that would specify the allocations of the funds. For your consideration, we recommend:

- *Fifty percent (50%) be allocated to the General Fund (dedicated to providing property tax relief);*
- *Fifty percent (50%) be divided equally between five funds:*
 - *Four utility funds (Water/WW/Stormwater/Natural Gas) operations, Municipal Equipment Reserves (MER's,) operating reserves; and to help offset potential utility bill increases;*
 - *Economic development and "Quality of Life initiatives": think infrastructure, parks, amenities such as pool/splash pad(s), trails, purchase of real property, incentives for residential/commercial/Industrial developments*

~

Following discussion by the Council and staff, the final recommendation was made to allocate the City's 1% sales tax revenue on a 70/30 percent basis, with 70 percent being divided equally to the four utility funds and 30 percent reserved for economic development, quality of life initiatives, infrastructure to support development/redevelopment, Capital Improvement Projects (CIP), etc. The policy will go into effect January 1, 2025. Until then, all funds collected will be allocated toward projects, needed equipment replacement, park upgrades, infrastructure improvements facility remodels or rehabilitations, any needed acquisition of property, etc.

The Council directed staff to draft a Resolution with this policy decision to come before them at the March 7, 2024 meeting for review and adoption.

Financial Implications:

It is anticipated that the City's 1% sales tax and allocation in this manner will help continue to defer and/or minimize the need for ad valorem (property tax/mill levy) increase, and adjustment to utility rates. Although it is understood that at some point in the future those adjustments may still become necessary.

Recommended Action: The City Council is asked to:

1. Review the proposed sales tax allocation policy Resolution
2. Adopt the Resolution

Attachments:

- A. Sales Tax Allocation Policy Resolution

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF GARDEN PLAIN, KANSAS, FOR THE ALLOCATION OF REVENUE GENERATED BY THE CITY'S ONE PERCENT (1%) RETAILERS' SALES TAX WITHIN THE CITY OF GARDEN PLAIN, KANSAS; FOR THE PURPOSES OF PROVIDING PROPERTY TAX RELIEF, FINANCING THE COST OF NEEDED PUBLIC FACILITY AND INFRASTRUCTURE IMPROVEMENTS, FUNDING ECONOMIC AND COMMUNITY DEVELOPMENT INITIATIVES, AND OFFSETTING THE COST OF UTILITY OPERATIONS, OPERATING RESERVES, AND POTENTIAL FUTURE UTILITY BILL INCREASES.

WHEREAS, K.S.A. 12-187 *et seq.*, and amendments thereto, authorizes the governing body of a City to submit to the qualified electors of the City the question of levying a retailers' sales tax to be collected by the State Department of Revenue with revenue therefrom returned to the City; and

WHEREAS, the governing body determined that additional sources of revenue were needed by the City to provide for amenities, property tax relief, utility fund operations, equipment, and reserves, public infrastructure improvements, etc.

WHEREAS, the governing body of the City of Garden Plain, Kansas, submitted the question of authorizing a one percent (1%) retailers' sales tax to the qualified electors of the City in the November 2021 election and it was approved, effective April 1, 2022; and

WHEREAS, it is the desire of the Garden Plain City Council to establish a formal policy via this Resolution as to how the City's one percent (1%) sales tax revenues are allocated to these and other initiatives.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDEN PLAIN, KANSAS:

SECTION 1. Beginning January 1, 2025, the revenue generated by the City of Garden Plain's one percent (1%) retailers' sales tax shall be allocated in the follow manner:

- (a) Thirty percent (30%) shall be used to provide property tax relief and remain in the General Fund, and can be utilized for quality of life/place initiatives including but not limited to amenities such as a public pool, splash pad(s), trails, purchase of real property, incentives for community and economic development, rehabilitation, or new construction of community facilities, etc.;
- (b) Seventy percent (70%) shall be divided equally between the City's four utility funds, including water, wastewater, stormwater, and natural gas to help finance operations, Municipal Equipment Reserves (MERs), operating reserves, and to help offset potential future utility rate increases.

SECTION 2. This Resolution shall take effect and be in force from and after its adoption by the Governing body of the City, with the allocation policy implemented by City staff beginning January 1, 2025.