



Governing Body, City of Garden Plain
City Building, 507 N Main St
Tuesday, March 4, 2025 at 7:30 pm

1. Call to Order by Mayor Kevin Hammond
2. Approval of March 4, 2025 agenda
3. Citizen Comments:
4. Consent Agenda:
 - a. Approval of February 5, 2025 CC Meeting Minutes
 - b. Approval of February 2025 bills (checks to include 44402 – 44474)
(special project acct check 1066)
 - c. Department reports
5. New Business:
 - a. 2024 Financial Audit – Randy Ford
 - b. Ordinance 786 – Annexation of S Main
 - c. Ordinance 787 –City Council Regular Meeting time and Place
 - d. Consider an agreement with Kirkham Michael for extension of water service line to serve properties east of Section Line Road.
 - e. Consideration of City operational software (Accounting/Utility Billing/Court)
6. Executive Session
 - a. Attorney/Client K.S.A. 75-4319(b)(2)
 - b. Non-elected personnel K.S.A.75-4319(b)(1)
7. Municipal court report
8. Pardon Attorney
9. Treasurer Report
10. Governmental Remarks
11. Adjournment

*NOTE: this agenda is subject to change without notice



Governing Body, City of Garden Plain
City Building, 507 N Main St
February 5, 2025 at 6:00 pm

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

Mayor Kevin Hammond called the February 5, 2025 City Council meeting to order followed by the Pledge of Allegiance and moment of silence. Council members present were Jenny Zoglman, Tracy Thul, Brent Randolph and Jessica Lyman. Also present were Kelly McElroy – Administrator, Morgan Koon – City Attorney, Tylor Struckman – W/WW Superintendent, Gene Garcia – Chief of Police, Kimberly McCormick- City Clerk, Jerry Kramer, Gil Burgess, and Richard Owens. Darren Haukap – Treasurer arrived at 6:13 pm.

2. Approval of February 5, 2025 agenda:

Remove item c under new business. *Tracy Thul made a motion to approve the agenda with the removal of item c, new business, 2nd by Jenny Zoglman. Vote: 4-0 motion carried*

3. Citizen comments:

Richard Ownes thanked staff for the documents that he requested and wanted a time frame of when he would receive the “missing receipts”. Jerry Kramer wanted to make it clear that he was not at the meetings because he was against the pool. He just wanted to have answers to questions that he felt were not communicated to the public. He feels we need to let the people know what is going on.

4. Executive Session: (6:10 – 6:40):

- a. Attorney Client Privilege: K.S.A. 75-4319(b)(2): *Brent Randolph made a motion to enter into executive session per K.S.A. 75-4319(b)(2) for matters of attorney client privilege, for 30 minutes, 2nd by Jessica Lyman. Vote: 4-0 motion carries.*

Council returned to regular session at 6:40 pm with no binding action taken.

5. Consent Agenda:

- a. Approval of January 8, 2025 CC Meeting Minutes
- b. Approval of January bills (checks to include 44319-44401)
- c. Department reports

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

6. New Business:

- a. **Mayoral appointments:** The Mayor made the following appointments: Municipal Court Judge- Harold Flaigle Jr., Municipal Court Clerk – Kimberly McCormick, City Attorney – Morgan Koon, City Treasurer – Darren Haukap, City Clerk – Kimberly McCormick, City Administrator – Kelly McElroy, Planning Commission – Paul Sponsel, Keith Hansen, Gene Garcia, Official City Newspaper – Times Sentinel, Official city Depository – Garden Plain State Bank, and Brent Randolph will continue as President of the Council. *Tracy Thul made a motion to accept the above appointments, 2nd by Brent Randolph. Vote: 4-0 motion carried.*

- b. **Award contract – Harry/Main Sidewalk:** KDOT let the Harry/Main Sidewalk project last month and would like to award the contract to low bidder Barkley Construction. The total city share of this project is \$91,000. *Tracy Thul made a motion to approve the contract, 2nd by Jenny Zoglman.* Vote: 4-0 motion carried.
 - c. **Ordinance 785 – Amendments to Zoning Code:** Discussion ensued. *Brent Randolph made a motion to adopt Ordinance 785 amending the Zoning Code, 2nd by Jenny Zoglman.* Vote: Lyman- yay, Randolph-yay, Thul – yay, Zoglman – yay, 4-0 motion carried.
 - d. **Resolution 236 – Comprehensive Plan:** Discussion ensued. *Brent Randolph made a motion to adopt Resolution 236, 2nd by Tracy Thul.* Vote: 4-0 motion carried
 - e. **Resolution 237 – Waive GAAP for 2024 financials:** Discussion ensued. *Brent Randolph made a motion to adopt Resolution 237, 2nd by Jenny Zoglman.* Vote: 4-0 motion carried.
 - f. **Adopt the 2025-2030 Capital Improvement Plan:** Discussion ensued. *Tracy Thul made a motion to adopt the 2025-2030 Capital Improvement Plan, 2nd by Brent Randolph.* Vote: 4-0 motion carried.
7. **Municipal Court Report:** Morgan stated that we had 1 speeding ticket amended, 1 DUI that applied for diversion and 2 cases continued by defendant. There is no back log of cases.
8. **Pardon Attorney: 7:00**
9. **Treasurer Report:** Darren noted that the auditors are in the process of the annual audit. We have reviewed everything, and we should not have any budget violations.
10. **Governmental Remarks:** None
11. **Adjournment:** *Brent Randolph made a motion to adjourn, 2nd by Tracy Thul.* Vote: 4-0 motion carried.

Respectfully submitted by Kimberly McCormick, MMC – City Clerk

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 GARDEN PLAIN STATE BANK										
		44402	2/07/2025	897	ALERT 360 - WICHITA	363.03				
		44403	2/07/2025	33	BLACK HILLS ENERGY	1,814.07				
		44404	2/07/2025	9999999999	CAMERON HILL	136.00				
		44405	2/07/2025	914	CITYCODE FINANCIAL LLC	1,250.00				
		44406	2/07/2025	845	EVERGY	1,104.75				
		44407	2/07/2025	916	IDEATEK TELCOM LLC	567.00				
		44408	2/07/2025	37	KANSAS ONE-CALL SYSTEM INC	53.20				
		44409	2/07/2025	52	KANSAS STATE TREASURER	47.00				
		44410	2/07/2025	924	KOON LAW FIRM LLC	2,575.00				
		44411	2/07/2025	534	KS DEPT OF TRANSPORT	91,000.00				
		44412	2/07/2025	908	KURT BOOKOUT	549.55				
		44413	2/07/2025	737	MERIDIAN ANALYTICAL LABS	763.35				
		44414	2/07/2025	934	MICHAEL LONG	3,436.50				
		44415	2/07/2025	987	MOTOROLA SOLUTIONS INC	33,621.28				
		44416	2/07/2025	263	PINK PEST CONTROL	92.00				
		44417	2/07/2025	220	SAM'S CLUB	94.04				
		44418	2/07/2025	624	SHARPE PRINTING CO	565.00				
		44419	2/07/2025	29	STUHLSATZ SERVICE INC	879.15				
		44420	2/07/2025	930	THE CREATIVE INTERNET LLC	195.00				
		44421	2/07/2025	17	TIMES-SENTINEL NEWSPAPERS	55.00				
		44422	2/07/2025	762	ULINE	198.14				
		44423	2/07/2025	594	VISA	436.58				
		44424	2/07/2025	487	VISION CARE DIRECT	97.78				
*		44425	Thru	44428						
		44429	2/14/2025	973	AGRI ENVIRONMENTAL SERVICES	1,120.00				
		44430	2/14/2025	996	AUSTIN HOSE - WICHITA	158.26				
		44431	2/14/2025	96	BECKER BROS	268.00				
		44432	2/14/2025	33	BLACK HILLS ENERGY	202.26				
		44433	2/14/2025	960	BRIAN HELTEN	43.85				
		44434	2/14/2025	928	CULLIGAN OF WICHITA	35.45				
		44435	2/14/2025	70	D & D EQUIPMENT & SALES INC	570.00				
		44436	2/14/2025	5	GARDEN PLAIN STATE BANK	25.00				
		44437	2/14/2025	52	KANSAS STATE TREASURER	19,943.36				
		44438	2/14/2025	985	KANZA COOPERATIVE ASSOC	1,443.84				
		44439	2/14/2025	806	KIRKHAM MICHAEL	2,600.00				
		44440	2/14/2025	139	MAYER SPECIALTY SERVICES LLC	9,887.99				
		44441	2/14/2025	680	MIDWEST SINGLE SOURCE	252.73				
		44442	2/14/2025	981	PVS DX INC	40.00				
		44443	2/14/2025	408	RE PEDROTTI CO INC	170.00				
		44444	2/14/2025	24	SEDGWICK COUNTY ELECTRIC COOP	519.30				
		44445	2/14/2025	17	TIMES-SENTINEL NEWSPAPERS	161.25				
		44446	2/14/2025	594	VISA	822.34				
		44447	2/14/2025	45	WASTE CONNECTIONS OF KS INC	6,386.10				
		44448	2/14/2025	906	WELLS FARGO	225.51				
		44449	2/21/2025	973	AGRI ENVIRONMENTAL SERVICES	1,120.00				
		44450	2/21/2025	96	BECKER BROS	639.76				VOID: incorrect amount
		44451	2/21/2025	2	BCBS OF KANSAS	8,879.41				
		44452	2/21/2025	997	CHAMPION LAWN CARE LLC	120.00				
		44453	2/21/2025	113	KANSAS MUNICIPAL GAS AGENCY	68,159.00				
		44454	2/21/2025	87	KANSAS MUNICIPAL JUDGES ASSOC	25.00				
		44455	2/21/2025	106	KANSAS RURAL WATER ASSOC	195.00				

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
44456	2/21/2025	12	LEAGUE OF KS MUNICIPALITIES	175.00				
44457	2/21/2025	139	MAYER SPECIALTY SERVICES LLC	3,662.50				
44458	2/21/2025	509	MIDWEST TRUCK EQUIPMENT INC	606.44				
44459	2/21/2025	777	R K BLACK INC	116.85				
44460	2/21/2025	565	VERIZON WIRELESS	476.85				
44461	2/21/2025	787	VISION ALLIANCE MARKETING LLC	250.00				
* 44462								
44463	2/28/2025	224	AFLAC ADMIN SERVICES	556.98				
44464	2/28/2025	96	BECKER BROS	371.76				
44465	2/28/2025	845	EVERGY	.00				VOID:
44466	2/28/2025	845	EVERGY	3,251.27				
44467	2/28/2025	593	JCI INDUSTRIES INC	3,510.00				
44468	2/28/2025	106	KANSAS RURAL WATER ASSOC	420.00				
44469	2/28/2025	509	MIDWEST TRUCK EQUIPMENT INC	365.00				
44470	2/28/2025	17	TIMES-SENTINEL NEWSPAPERS	150.50				
44471	2/28/2025	959	TYLOR STRUCKMAN	195.45				
44472	2/28/2025	633	UNITED RENTALS	1,897.00				
44473	2/28/2025	565	VERIZON WIRELESS	247.56				
44474	2/28/2025	180	WAL-MART	37.20				
* 44475								
1498	2/05/2025	79	SALES & EXCISE TAX	1,218.19				E-PAY
1499	2/10/2025	909	CSG FORTE PAYMENTS INC	5.50				E-PAY
1500	2/14/2025	1	KPERS	3,243.64				E-PAY
1501	2/14/2025	6	KS DEPARTMENT OF REVENUE	1,024.74				E-PAY
1502	2/14/2025	562	EFTPS	5,420.46				E-PAY
1503	2/28/2025	1	KPERS	2,969.17				E-PAY
1504	2/28/2025	6	KS DEPARTMENT OF REVENUE	945.63				E-PAY
1505	2/28/2025	562	EFTPS	4,805.54				E-PAY
1506	2/28/2025	725	KPERS-OGLI	15.80				E-PAY

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

BANK TOTALS:	
OUTSTANDING	299,206.10
CLEARED	.00
<hr/>	
BANK 1 TOTAL	299,206.10
VOIDED	639.76

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL FUND	68,296.42	68,296.42	.00	.00
30 BONDS AND INTEREST	19,943.36	19,943.36	.00	.00
55 SOLID WASTE	6,386.10	6,386.10	.00	.00
60 GAS FUND	73,194.60	73,194.60	.00	213.25
70 SEWER FUND	31,118.98	31,118.98	.00	213.25
80 WATER FUND	8,450.03	8,450.03	.00	213.26
96 CAPITOL IMPROVEMENT	91,000.00	91,000.00	.00	.00
98 LIBRARY FUND	816.61	816.61	.00	.00

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

BANK# BANK NAME
CHECK# DESCRIPTION

1 GARDEN PLAIN STATE BANK

44402 Thru	44424	Accounts Payable Checks
44425 Thru	44428	Payroll Checks
44429 Thru	44461	Accounts Payable Checks
44462		Payroll Checks
44463 Thru	44474	Accounts Payable Checks
1498 Thru	1506	Accounts Payable E-Pay

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
2 SPECIAL PROJ GARDEN PLAIN										
1066		2/14/2025		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	319,433.60
CLEARED	.00
<hr/>	
GRAND TOTAL	319,433.60
VOIDED	639.76

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL FUND	68,296.42	68,296.42	.00	.00
30 BONDS AND INTEREST	19,943.36	19,943.36	.00	.00
35 SPECIAL PROJECTS	20,227.50	20,227.50	.00	.00
55 SOLID WASTE	6,386.10	6,386.10	.00	.00
60 GAS FUND	73,194.60	73,194.60	.00	213.25
70 SEWER FUND	31,118.98	31,118.98	.00	213.25
80 WATER FUND	8,450.03	8,450.03	.00	213.26
96 CAPITOL IMPROVEMENT	91,000.00	91,000.00	.00	.00
98 LIBRARY FUND	816.61	816.61	.00	.00

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

BANK#	BANK NAME	DESCRIPTION
1066		Accounts Payable Checks

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.

Finance: Sales tax revenue: This week we received the monthly sales tax revenue report from Kansas Department of Revenue (KDOR). February sales tax revenues totaled \$38,923. The City's one percent portion of that amount is \$14,968. For the City's one percent portion, this is an increase of 17% (\$2,544) over January 2025 revenues; a decrease of 19% (\$2,885) compared to February 2024 revenue, and a decrease of 13% (\$3,667) year to date when comparing 2024 and 2025. As a reminder, it is typical for revenues to fluctuate on a month-to-month basis as not all vendors report during the same time frame. Some report monthly, some quarterly, some annually.

Police:

Law Enforcement Activity:

7 reportable cases generated over the past month that required investigations, most of which were juvenile, mental health, and fraud related in nature and are inclusive of reportable accident reports. There were 6 traffic stops for a variety of traffic infractions with speeding being the number one offense. This consisted of 0 traffic citation and 7 warnings (2 warning violation in one stop).

Other Activity:

- 127 area business checks
- 97 physical building checks (as a FYI these building checks include the physical walk through on a regular basis in both the facilities of the grade and high school buildings to include door inspections and entry areas as well as commercial walk arounds and door/entry security checks)
- 1 outside agency assists
- 7 dispatched calls for Garden Plain (check welfare, calls for service, animal/pets at large, etc.)
- There were no fingerprint services
- There were no VIN inspections performed this past month not inclusive of 7 citizen assists
- We had and completed 17 vacation watch home checks for GP residents this month.
- Because of recent complaints we continue to do sporadic bar checks (9 this month).
- Provided security for 5 GPHS home varsity sporting events

Scheduled Training:

There was one scheduled training the Month of January regarding the Pipe Line Safety for both officers and the Chief attended the Wichita Metro Crime Commission "Speak Up" Program that we support in the area schools.

Officer involved in a Property Damage report as he during the course of his duties ran over an active telecommunications box located in the right-of-way at the GP Football stadium parking lot- AT & T notified and Misc. Report submitted.

Public Works:

Garnett and Main Phase II Drainage Improvements: Final seeding of the drainage area was completed last week.

Ternes Park Improvements: The new playground equipment for Ternes Park will be installed in the coming weeks due to the warmer weather. These improvements are provided by grant funds from Garden Plain State Bank.

Upcoming Special Events/City Closures:

GP Chamber Annual Easter Egg Hunt: The Chamber’s annual Easter Egg hunt is scheduled for Saturday, April 19, 2025 at City Park. More details coming soon.

5th Annual Vintage Market: The 5th Annual Vintage Market is scheduled for Saturday, June 7 from 9 AM to 2 PM. Vendor registration is open, and is almost full. Vendors can obtain an application at City Hall, on the [City’s website](#), or by contacting City Hall or the [Vintage Market Facebook page](#). There is a \$10 registration fee per parking space, with a maximum of four spaces. There will be a food truck court at the corner of Main and Avenue B, and a free kids zone hosted by Power House Dance Studio. The kids zone includes inflatables, face painting, balloon animals, and axe throwing. Live music throughout the day in front of Beck Field, featuring [Katie Ziegler](#) and the [Lough Brothers](#)! Huge thank you to Garden Plain State Bank for allowing us to utilize their parking lot for picnic tables and restrooms and Saint Anthony’s church for the use of their parking lot for vendor parking.

City Wide Garage Sales: The annual city wide garage sales will take place June 5th through 7th, overlapping Vintage Market on Saturday. To register your sale location, please contact City Hall to be placed on the map. The deadline to register is Monday, June 2nd by 5 PM.

Community Clean Up: The annual community clean up event is scheduled for Saturday, June 14. Our partners at Waste Connections will be picking up items left at the curb. More details coming soon.

March Meetings and Events:

- 03.04.25 – Fat Tuesday Annual Breakfast at the Senior Center
- 03.17-03.21.25 – Renwick Schools Spring Break
- 03.18.25 – Municipal Court: 6 PM
- 03.20.25 – Planning Commission Meeting: 6 PM

Recommended Action: The City Council is asked to:

1. Receive and file

Attachments:

None

To: Garden Plain City Council
FR: City Attorney Morgan Koon; City Administrator Kelly McElroy
RE: **Ordinance 786 – Annexation of S. Main Street**

Background:

In 2024 Sedgwick County Public Works staff contacted City staff to notify them of the County Commission’s intent to adopt a Resolution requesting the City annex a portion of South Main Street, adjacent to the cemeteries. The Resolution and a map of the area is included following this report at Attachment A.

In order to complete the annexation, the City Council must adopt an Ordinance. It is included as Attachment B.

Main Street is part of the County’s Connecting Links program. Annexation into the City doesn’t change the responsibility of the County to maintain the road.

Following adoption, the Ordinance will be published in the newspaper and filed with the County Clerk.

Recommended Action: The City Council is asked to:

- A. Adopt Ordinance 786.

Attachments:

- A. Sedgwick County Resolution Requesting City of Garden Plain Annexation of a portion of S. Main Street.
- B. City of Garden Plain Ordinance 786.

RESOLUTION NO. _____ - _____

A RESOLUTION OF THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS NOTIFYING THE CITY OF GARDEN PLAIN OF THE EXISTENCE OF HIGHWAYS WHICH HAVE NOT BECOME PART OF THE CITY BY ANNEXATION AND WHICH HAS A COMMON BOUNDARY WITH THE CITY.

WHEREAS, under K.S.A. 12-520(e), the Board of County Commissioners of Sedgwick County, Kansas (the "Board") may notify a city of the existence of the right-of-way of any highway which has not become part of the city by annexation and which has a common boundary with the city.

WHEREAS, under K.S.A. 77-201 *Fifth* the term "highway" includes public bridges and county roads.

WHEREAS, the Board has determined the highway described below is not part of the City of Garden Plain (the "City") but shares a common boundary with the City.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SEDGWICK COUNTY, KANSAS:

SECTION 1. The Board hereby certifies and notifies the City that the highway described below and as further shown on the attached maps is not currently part of the City by annexation and has a common boundary with the City.

SECTION 2. The highway's legal description is:

1. A tract of land in the North half of the Southeast Quarter of Section 31, Township 27 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas described as follows: All that portion of Main Street Right-of-Way lying South of Avenue E as shown on Plat Map "Supplemental Plat of Garden Plain", Sedgwick County, Kansas (Recorded in Volume C of Plats, Page 8, July 29, 1884) and South to the South line of the North half of the Southeast Quarter of said Section 31. Said Main Street Right-of-Way, South of Avenue E, Re-Dedicated with Easements, Right-of-Way Agreements dated 8-15-1958.

SECTION 3. This Resolution shall become effective upon its approval and passage by the Board. The Director of Public Works is authorized to send this Resolution to the City following its approval and passage. Following receipt of this Resolution, the governing body of the City is requested to certify by ordinance that the facts stated in Section 1 are correct and declare the highway described in Section 2 annexed to the City as of the date of the publication of the ordinance.

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Commissioners present and voting were:

PETER F. MEITZNER _____
SARAH LOPEZ _____
DAVID T. DENNIS _____
RYAN K. BATY _____
JAMES M. HOWELL _____

Dated this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

KELLY B. ARNOLD, County Clerk

RYAN BATY, Chairman
Commissioner, Fourth District

SARAH LOPEZ, Chair Pro Tem
Commissioner, Second District

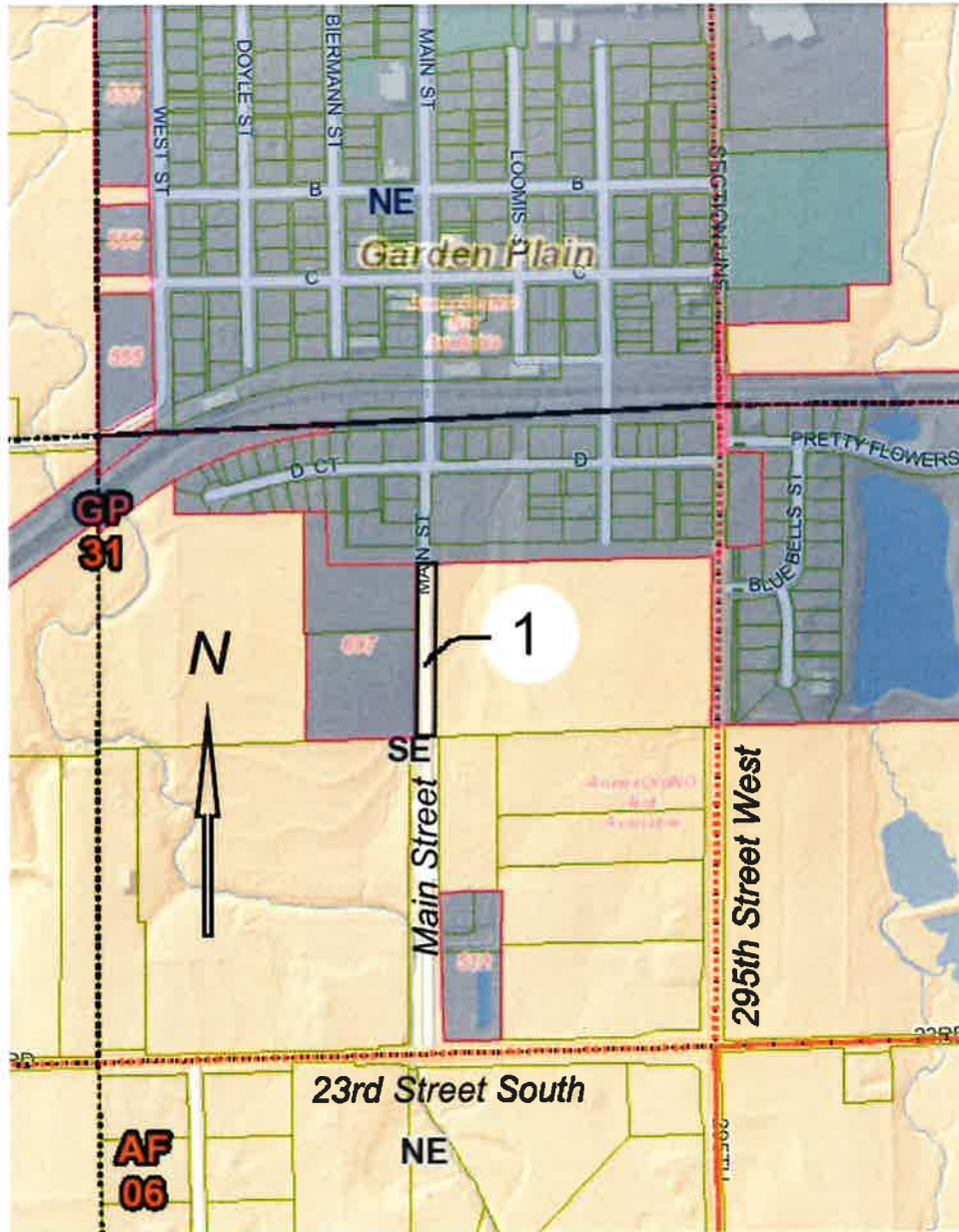
APPROVED AS TO FORM:

SAMANTHA SEANG
Assistant County Counselor

PETER F. MEITZNER
Commissioner, First District

DAVID T. DENNIS
Commissioner, Third District

JAMES M. HOWELL
Commissioner, Fifth District



(First published in the Times Sentinel on _____, 2025)

ORDINANCE NO 786

AN ORDINANCE ANNEXING LAND TO THE CITY OF GARDEN PLAIN, KANSAS

WHEREAS, the following land is located in Sedgwick County, Kansas;

WHEREAS, the following described land adjoins the City of Garden Plain, Kansas and is generally located within the City of Garden Plain, Kansas;

WHEREAS, the Board of County Commissioners of Sedgwick County, Kansas certified and notified the City of Garden Plain by Resolution No. 227-2024 that the land described below has a common boundary with the City of Garden Plain and should be annexed.

WHEREAS, the governing body of the City of Garden Plain, Kansas, finds it advisable to annex such land.

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

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520, is hereby annexed and made a part of the City of Garden Plain, Kansas:

A tract of land in the North half of the Southeast Quarter of Section 31, Township 27 South, Range 3 West of the 6th P.M., Sedgwick County, Kansas described as follows: All that portion of Main Street Right-of-Way lying South of Avenue E as shown on Plat Map "Supplemental Plat of Garden Plain", Sedgwick County, Kansas (Recorded in Volume C of Plats, Page 8, July 29, 1884) and South to the South line of the North half of the Southeast Quarter of said Section 31. Said Main Street Right-of-Way, South of Avenue E, Re-Dedicated with Easements, Right-ow-Way agreements dated 8-15-1958.

Section 2. That this ordinance shall be effective from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden Plain, Kansas this 5th day of March 2025

Kevin Hammond, Mayor

ATTEST:

Kimberly McCormick, City Clerk

To: Garden Plain City Council
FR: City Clerk Kimberly McCormick
RE: **Ordinance 787 - City Council Regular Meeting Time and Place**

Background:

Due to scheduling conflicts, the City Council has requested a change to their regular meeting time. This is accomplished by the adoption of an Ordinance. It is included as Attachment A following this report.

Meetings will remain on the first Wednesday of the month with the start time changing from 6 PM to 7:30 PM beginning in April 2025.

Following adoption, the Ordinance will be published in the newspaper.

Recommended Action: The City Council is asked to:

- A. Adopt Ordinance 787.

Attachments:

- A. City of Garden Plain Ordinance 787.

(First published in the Times-Sentinel on _____, 2025)

ORDINANCE NO 787

AN ORDINANCE PERTAINING TO THE TIME AND PLACE OF THE
REGULAR MONTHLY MEETING OF THE CITY COUNCIL OF GARDEN
PLAIN, KANSAS.

Section 1. Section 1-203 of the Code of the city of Garden Plain is hereby amended to read as follows:

- (a) The City council of the city of Garden Plain, Kansas shall hold its regular City Council meeting on the first Wednesday of each month at 7:30 p.m. in the Council Chamber located at 507 N Main St, Garden Plain, Kansas. In the event the first Wednesday of the month falls on a legal holiday, then the regular Cit council meeting will be held the following Wednesday at 7:30 p.m. in the Council Chamber located at 507 N Main St, Garden Plain, Kansas. Said meeting may be adjourned from time to time and in addition the council may meet at such other times as may be allowed by law.
- (b) Special meetings may be called by the mayor at any time upon written request of no fewer than three members of the council. The request shall state the matters to be discussed at such special meeting and no other matters may be considered at such meeting.
- (c) Regular or special meetings of the governing body may be adjourned for the completion of its business at such subsequent time and place as the governing body shall determine in its motion to adjourn.

Section 2. Ordinance No. 540 is hereby repealed. All other ordinances or parts of other ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Garden Plain, Kansas on this 5th day of March, 2025.

Kevin Hammond, Mayor

ATTEST:

Kimberly McCormick, City Clerk

To: Garden Plain City Council
FR: City Administrator Kelly McElroy
RE: **Consider an agreement with Kirkham Michael for extension of water main service lines to serve properties east of Section Line Road (295th)**

Background:

City staff has been working with several property owners located east of Section Line Road (295th), on both the north and south sides of Harry/15th Street to plan for upcoming developments. Extensions of water, wastewater (sewer) and gas mains will be required to serve the properties. The City's engineering firm, Kirkham Michael, has prepared preliminary cost estimates for water and wastewater. Black Hills Energy is preparing preliminary estimates to extend natural gas service to the area.

In order to move forward with the project, the engineers need to refine the estimates and construction time frames by creating final engineered drawings so that they are shovel ready. The scope of the water line extension includes an estimated 1,800' of water main lines along 295th St. from Harry Street to the property on the southeast of the US 400 and 295th interchange and an additional 900' of water mains along Harry St. to the east from the intersection of 295th St. and Harry St. Items such as valves, meters, elbows, fire hydrants, etc. will also be included in the water main extension. Please see Attachment A for a copy of the agreement for engineering services.

Separate agreements and design will take place for wastewater following preliminary plating via Kirkham Michael, and for gas main line extensions via Black Hills Energy.

The cost of the engineering services agreement for design of the water main line extensions is \$32,700. The design phase of the water main line extensions was included in the 2025-2030 Capital Improvement Plan (CIP).

Recommended Action: The City Council is asked to:

1. Approve the engineering services agreement.

Attachments:

- A. Engineering Services Agreement

**Agreement for Engineering Services
between
the City of Garden Plain, Kansas
and
Kirkham, Michael & Associates, Inc.
Ellsworth, Kansas**

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____, 2025, by and between the **City of Garden Plain, Kansas** hereinafter called the **OWNER**, and **Kirkham, Michael & Associates, Inc.**, hereinafter called the **ENGINEER**.

LOCATION AND SCOPE:

The water line extension scope and project limits of work includes an estimated 1800' of water mains along 295th St from Harry Street to the proposed development southeast of the US-400 & 295th interchange and an additional 900' feet of water mains along Harry St. to the East from the intersection of 295th St. and Harry St. Related appurtenances such as valves, meters, elbows, fire hydrants, etc. will also be included in the water main extension.

A. Survey and Collection of Field Data

1. The **ENGINEER** will establish horizontal and vertical control for the project using the Kansas Regional Coordinate System and an assumed benchmark elevation.
2. The **ENGINEER** will collect topographic survey data sufficient for the design of the water line extension and record surface utility locations as marked by the utility owners or their representative.
3. Locating or re-establishing section corners, block corners or property pins is not anticipated for this project and is therefore not a part of this agreement.
4. The water line base maps required for the final design of the project will be plotted on plan and profile sheets at an appropriate scale.

B. Design and Preparation of Plans

1. The **ENGINEER** shall be responsible for the adequacy and accuracy of the Design Plans for the Project.
2. The project plans will address water line construction, valve/meter/fire hydrant construction, water service installation, and temporary traffic control. No road improvements are anticipated to be needed with this project and are not included.
3. The **ENGINEER** will prepare preliminary plans to include title sheet, general notes and



quantities, water line plan and profiles, water line details, and an Opinion of Probable Construction Cost for the project and submit them electronically to the **OWNER** for review. The **ENGINEER** will provide up to 4 sets of preliminary drawings on 11" x 17" paper.

4. A field check review meeting will be established with the **OWNER** to discuss the status and progress of the project. The meeting will be scheduled at approximately the 50 percent complete milestone to review progress and status of the project, including preliminary opinions of probable construction cost.
5. No significant impacts to traffic are expected through construction as all utilities will be specified to be bored and cased underneath any roads that are crossed. Any temporary traffic control will be specified to follow KDOT or MUTCD standards.
6. Upon receiving comments from the **OWNER**, the **ENGINEER** will complete final plans, construction specifications, and a final Opinion of Probable Construction Cost for the project. A final copy of the plans and specifications will be submitted to the **OWNER** for acceptance, prior to advertising the project for construction bids. The reproducible drawings will be submitted on 22" x 34" paper. A single set of detailed drawings and specifications will be prepared.
7. Acquisition of easements or right of way is not anticipated for this project. If easement acquisition or right of way acquisition is required it will be considered "**Extra work**" and will be billed according to E-6.
8. The **ENGINEER** will provide monthly progress reports to the **OWNER** throughout design.
9. The **ENGINEER** will complete the KDHE Public Water Supply System (PWSS) Permit and submit it to KDHE on behalf of the **OWNER**. The **ENGINEER** will submit two sets of preliminary water line plans to the **OWNER** and KDHE for review and approval for this project. Based on the comments received, any modifications or revisions to the preliminary plans will be made during the development of the final plans. Any permit fees to KDHE will be the responsibility of the **OWNER**.
10. No highway access permits or KDHE Stormwater NOI permits are anticipated for this project.

C. Construction Contract Bid and Award

1. The **ENGINEER** will assist the **OWNER** in advertising for and obtaining electronic bids for the contract for construction, materials, equipment and services. The **ENGINEER** will maintain a record of prospective bidders to whom bidding documents have been issued by the **ENGINEER**.
2. Local project advertisements as required by Kansas statutes are the responsibility of the **OWNER**.



3. The **ENGINEER** will issue addenda, as appropriate to clarify or modify the bidding documents.
4. The **ENGINEER** will tabulate the bid proposals, complete an analysis of the bids, and provide a recommendation for awarding the contract for construction to the lowest responsible bidder.
5. The **ENGINEER** will distribute contract documents for execution by the contractor and **OWNER** following issuance of a Notice of Award by the **OWNER**.

D. Construction Phase Services

1. Construction engineering is not included as part of this agreement but may be provided by the **ENGINEER** under a separate agreement.

E. Payment of Engineering Fees by Owner to Engineer

1. For services as outlined in Sections A through C, except as noted below, the **OWNER** agrees to pay the **ENGINEER** a **Lump Sum Fee of \$32,700.00**. The Lump Sum Fee will be full compensation for the services noted including expenses such as equipment, travel, and printing.
2. The **ENGINEER** will bill monthly for services rendered based upon the estimated percent of the project completed at the time of billing, as estimated by the **ENGINEER**.
3. Right-of-way descriptions, right-of-way acquisition, and utility relocations, when requested by the **OWNER**, may be provided by the **ENGINEER** at the hourly rate noted in Paragraph E-6. This shall be in addition to the fees specified in Paragraph E-1.
4. Environmental documentation is not part of this agreement.
5. Any change in project scope which involves additional field or office work by the **ENGINEER** will be considered “**extra work**” by this agreement. Compensation will be at the hourly rate noted in Paragraph E-6.
6. “**Extra work**” required will be billed based on an hourly payroll cost plus a multiplier of **2.45** for employees specifically engaged on the required work.
7. The fee specified in Paragraph E-1 is based on final acceptance of the detailed plans within two years of the date of this agreement. The fee specified will be adjusted by multiplying the original fee by an inflation factor of 1.05 after the original two-year period has elapsed. From that time, the inflation factor will be compounded annually until acceptance of the detailed plans by the **OWNER** or until termination of this agreement.



8. Review of contractor submitted shop drawings for conformance with the plans and specifications is not included as part of this agreement but may be provided by the **ENGINEER** under a separate agreement.

The three-page attachment "Exhibit A: Terms and Conditions" shall be considered an integral part of this agreement.

Receipt of a signed agreement serves as the "Notice To Proceed" for the **ENGINEER** to begin work on the project.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officers.

OWNER:

City of Garden Plain, KS
505 N. Main St.
Garden Plain, KS 67050

ENGINEER:

Kirkham, Michael & Associates, Inc.
217 N. Douglas Ave.
Ellsworth, KS 67439


By: _____

Title: _____

Attest:

By: _____

Title: _____



Jon B. Halbgewachs, P.E.
Sr. Vice President

Attachment: Exhibit A (3 pages)

Exhibit A



General Terms and Conditions

1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering and related services shall be authorization by the client for Kirkham Michael & Associates, Inc. (Kirkham Michael) to proceed with the professional services described, unless otherwise stated in the agreement form.

2. DEFINITION

These mutually agreed covenants which include as a minimum the attached written proposal (Proposal) including a Scope of Services and these General Terms and Conditions constitute the "Agreement." This Agreement defines the relationship between the Client as identified in the Proposal and Kirkham Michael for the Project as defined in the Proposal. The professional services of Kirkham Michael shall include services performed by employees of Kirkham Michael, its affiliates, subsidiaries, independent professional associates, consultants and subconsultants.

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY

Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY

Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A



General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars (\$50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of

this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Kansas, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A



General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.



-1800' of 8" PVC Water Main

-900' of 8" PVC Water Main

Barnett Ave

N Sedgwick St

Dold Dr

St

W Harry St

W Harry St

Ave

Sedgwick St

Section Line

To: Garden Plain City Council
FR: City Clerk Kimberly McCormick
RE: **Consideration of City Operational Software (Accounting/Utility Billing/Court)**

Background:

The city has been utilizing gWorks software for operations for over 13 years; initially for accounting, and utility billing and court modules were added in over the years. For the past few years the City has experienced multiple issues with the software. Some examples include:

- **Customer Issues:** Customer cannot view/print their utility bills online through Front Desk, and City staff is unable to help them due to it being an issue with the programming software.
- **Customer Support Issues:** when staff has called for support from the company for technical issues we often wait weeks if not months for a return call. Several recent help tickets have been in for weeks right now with no response. When we call for follow up help, they note we are “in the queue” and they will get back to us. This causes issues when reconciling payments both manually entered and paid online, especially at month end when trying to reconcile.
- **Payment Processor:** Late last year the company changed their contracted provider for payment processing. The new company is difficult to work with and caused a lot of stress for our customers who had to set up new accounts, reenter their banking or payment information. They are also causing issues for reconciliation for staff due to how they are holding/processing payments. For example, last week we received an insufficient funds notice for an customer account payment made in December for their November bill.

In speaking to other cities that utilize gWorks they are all experiencing similar if not worse issues. As an example, the City of Goddard has been working for over a year with them to transition to the Cloud but have been unable to – the utility billing staff is still unable to print or send customer bills. They’ve been told is a software developer issue that they are working on.

The annual cost for the City to maintain gWorks software in 2024 was \$13,094, which included about \$5,000 to upgrade the software. In November we were notified that our cost was increasing to \$17,620. This was a hit not only to our budget but was unplanned for due to the timing of the change in charge, long after the City’s annual budget had been set.

It has become obvious that the software is no longer working well for the City and our customers, especially considering the amount of money to maintain it, the technical issues, and the amount of staff time involved handling and correcting problems.

In response, City Clerk Kimberly McCormick solicited bids from different companies that provide municipal software. Some were more expensive, and some don’t provide all of the services that we would need. As an example, BS&A doesn’t provide a municipal court module. The quotes are included following this report and are from:

- **Advantage Computer (Jayhawk Software):** two options/quotes:
 - Initial price of \$27,189 – hosted on the Cloud; \$15,514 for first annual fees
 - Initial price of \$26,214 – locally hosted on the City’s server; \$8,014 for first annual fees
- **BS&A Software:**
 - Initial Price of \$59,770 – hosted on the Cloud; \$10,225 for first annual fees: does not include court
- **Midwest Software Partners:**
 - Initial Price of \$0 (waived) - hosted on the Cloud; \$1.50 per service address. The City currently has approximately 380 service address; some only have trash, some only have sewer, and some have

gas, water, sewer, and trash. We estimate the first annual fees would be approximately \$760. Does not include Court.

- Of note, this is a brand new startup company.

Each company has some pros and cons outside of the initial and annual costs. After reviewing demonstrations and checking references, staff recommends option two with Advantage Computer (Jayhawk Software) that will be locally hosted. It provides the most service modules that will assist the City with daily operations. In speaking with Mark Becker, the City's IT provider, he agrees that this is the best option, and even if we have to upgrade the City's server, that won't be a large expense – estimated at \$3,000 - \$5,000. The server is older and will need to be replaced in the next few months, regardless of the software company selected.

The City's contract with gWorks expires at the end of 2025 and it will take some months to transition to a new provider, so a decision needs to be made very soon.

Recommended Action: The City Council is asked to:

1. Review the bids and quotes.
2. Approve staff's recommendation to enter into a contract with Advantage Computer (Jayhawk Software).

Attachments:

- A. Advantage Computer (Jayhawk Software) option one
- B. Advantage Computer (Jayhawk Software) option two
- C. BS&A Software
- D. Midwest Software Partners



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

December 3, 2024

City of Garden Plain, KS

Solus Lite / Denali / JCS / JCEM Software as a Service Estimate

Solus Lite Billing Software (Annual Subscription): \$1,920.00

Includes:

- 5 Users / 500 Billable Accounts
- Sensus AutoRead AMR Interface
- Email Billing - Free w/Purchase – NOT COMTATIBLE
W/CONSOLIDATED BILLING
- Pro-rate Billing – Free w/Purchase
- Assistance Benefit
- Consolidated Billing
- Licensing – Includes Enhanced Receipting
- Electronic Payments w/NBP

Denali Fund Accounting Software (Annual Subscription): \$3,750.00

Includes:

- 5 Users
- General Ledger
- Budget Management
- Bank Reconciliation
- Accounts Payable
- Payroll

Jayhawk Court Software (Annual Subscription): \$1,020.00

- 2 Users / Up to 250 Cases Annually
- Audit Trail
- Electronic Payment Interface w/Nexbillpay

Jayhawk Cemetery Software (Annual Subscription): \$720.00

- 3 Users

Professional Services:

One-Time Fees:

- Setup, Configuration, & Licensing for Software
as a Service 5 Users \$4,375.00
- Data Conversion gWorks to Solus Lite– Estimate Only -
DOES NOT INCLUDE HISTORY \$2,000.00

Terri Stewart | Sales Representative Email: terri@jayhawksoftware.com Phone: 620-365-8065



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

• Solus Remote Training - 16 Hrs	\$1,200.00
• Data Conversion from gWorks to Denali - GL & Vendor Master Tables ONLY - DOES NOT INCLUDE HISTORY	\$800.00
• Denali Remote Training - 16 Hrs	\$1,800.00
• Jayhawk Court Software Remote Training - 8 Hrs	\$750.00
• Jayhawk Cemetery Software Remote Training - 8 Hrs	\$750.00

Annual Fees:

Solus Lite / Denali Accounting/JCS/JCEM Access - 5 Users	\$3,840.00
Solus Premium Annual Software Updates/Support - 10 Hrs	\$964.00
Denali Premium Annual Support - 16 Hrs	\$1,800.00
Jayhawk Court Software Annual Support - 8	\$750.00
Jayhawk Cemetery Software Annual Support - 8	\$750.00

Total Due: \$27,189.00

----- ESTIMATE NOTES:

--- **Customer must have a hardware firewall that is compatible with an IKEv2 site to site VPN for connection to the Jayhawk cloud server.**

--- Denali will run on Windows 10/11 Pro 64 bit or 32 bit, but will NOT run on Windows Home versions!

--- **Customer must contact meter company for any cost on their side.**

--- Requires renewable annual contracts.

--- Requires 3 year commitment.

--- Cancellation fee of \$1,200 applies if customer cancels service prior to expiration of contract.

--- Estimate does not include:

- Conversion for JCS or JCEM
- Customization
- Other modules not included within but listed on option pages

--- Hosted Service Internet Speed Requirements:

--- 5 MG down / 2 MG up per user

--- Satellite - NOT SUITABLE FOR HOSTED SERVICE



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

Annual Fees after First Year:

Include:

Professional Services:

- | | |
|--|------------|
| • Solus Lite Software Updates/Support Contract (10 hrs) | \$964.00 |
| • Denali Support (16 hrs) | \$1,800.00 |
| • Jayhawk Court Software Updates/Support Contract (8 hrs) | \$750.00 |
| • Jayhawk Cemetery Software Updates/Support Contract (8 hrs) | \$750.00 |

Software:

- | | |
|--|------------|
| • Solus Lite / Denali Fund Accounting/JCS Access – 6 Users | \$3,840.00 |
| • Solus Lite Software as a Service | \$1,920.00 |
| • Denali Subscription | \$3,750.00 |
| • Jayhawk Court Software as a Service | \$1,020.00 |
| • Jayhawk Cemetery Software as a Service | \$720.00 |

Total Annual Fees after First Year: \$15,514.00

Customer Signature: _____



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

December 3, 2024

City of Garden Plain, KS
Jayhawk Solus Lite / Denali Accounting / Court / Cemetery Estimate

Jayhawk Solus Lite Billing Software: \$5,750.00

Includes:

- 5 Users / 500 Billable Accounts
- Sensus AutoRead AMR Interface
- Email Billing Free w/Purchase – NOT COMPATIBLE W/CONSOLIDATED BILLING
- Pro-Rate Billing – Free w/Purchase
- Assistance Benefits
- Consolidated Billing – NOT COMPATIBLE W/EMAIL BILLING
- Licensing Tracking – Includes Enhanced Payment Receipting
- Electronic Payment Interface w/Nexbillpay

Professional Services for Billing Software:

Includes:

- | | |
|--|------------|
| • Data Conversion from gWorks – DOES NOT INCLUDE HISTORY | \$2,000.00 |
| • Remote Training 16 Hours | \$1,200.00 |
| • Annual Software Updates | \$299.00 |
| • Annual Software Support – 10 Hrs | \$665.00 |

BILLING ESTIMATE NOTES:

--- Customer must contact meter company for any cost on their side.

--- Estimate does not include:

- Customization
- Other modules not included within estimate but included on the Options Pages



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

Denali Fund Accounting Annual Subscription: \$3,750.00

Includes:

- 5 Users
- Data Conversion gWorks – GL & Vendor Master Tables Only – DOES NOT INCLUDE HISTORY
- General Ledger & Budget Management
- Bank Reconciliation
- Accounts Payable
- Payroll

Professional Services for Accounting Software:

Includes:

- Data Conversion - GL & Vendor Master Tables Only - DOES NOT INCLUDE HISTORY \$800.00
- Training 16 Hours \$1,800.00
- Annual Support 16 Hours \$1,800.00

ACCOUNTING ESTIMATE NOTES:

--- Training/support can be reviewed after demo

--- Estimate does not include:

- Customization
- Other modules not included within estimate but included on the Options Page

Jayhawk Court Software (JCS): \$3,050.00

Includes:

- 2 Users / 250 Cases Annually
- Audit Trail
- Electronic Payment Interface w/Nexbillpay

Professional Services for Court Software:

Includes:

- Training 8 Hrs \$750.00
- Annual Software Updates \$299.00
- Annual Software Updates/Support - 8 Hrs \$451.00



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

COURT ESTIMATE NOTES:

--- Training/support can be reviewed after demo

--- Estimate does not include:

- Conversion
- Customization
- Other modules not included within estimate but included on the Options Pages

Jayhawk Cemetery Software (JCEM):

\$2,100.00

Includes:

- 3 Users

Professional Services for Cemetery Software:

Includes:

- | | |
|---|----------|
| • Training 8 Hrs | \$750.00 |
| • Annual Software Updates | \$299.00 |
| • Annual Software Updates/Support - 8 Hrs | \$451.00 |

CEMETERY ESTIMATE NOTES:

--- Training/support can be reviewed after demo

--- Estimate does not include:

- Conversion
- Customization
- Other modules not included within estimate but included on the Options Pages

TOTAL Purchased Price:

\$26,214.00



SOFTWARE

- Utility/Water Billing
- Fund & Business Accounting
- Court Software
- Web Design & Hosting
- Off-Site Backup

HARDWARE

- Network Consulting
- Custom Built Servers & PCs
- Surveillance Cameras
- Phone Systems
- Managed Services

Large enough to meet your needs, small enough to care.

Annual Fees after First Year:

Professional Services:

- | | |
|---|------------|
| • Solus Lite Premium Updates/Support Contract (10 hours): | \$964.00 |
| • Premium Denali Support Contract (16 hours): | \$1,800.00 |
| • Court Standard Updates/Support Contract (8 hours): | \$750.00 |
| • Cemetery Standard Updates/Support Contract (8 hours): | \$750.00 |

Subscription:

- | | |
|------------------------|------------|
| • Denali Subscription: | \$3,750.00 |
|------------------------|------------|

Total: \$8,014.00

Customer Signature: _____

Terri Stewart Sales / Customer Care / terri@jayhawksoftware.com

Solus Options

ADDITIONAL OPTIONS AVAILABLE FOR SOLUS: (Not included in quote)

----- **Additional network user license:** \$420 with initial purchase, \$780 if purchased later.

----- **Laser Bill Cards:** \$315 for 3000 cards depending on format, layout and quantity ordered. Requires laser printer

----- **Laser Printers:** \$1,100 & up for HP and Lexmark laser printers

----- **ACH Bank NACHA File:** \$1,140 - Batch ACH Electronic File created from billing software and transferred to your bank for processing. Creates Electronic payment batch automatically to eliminate manual payment entry. Non-standard file formats available with additional charge. May also have additional bank fees (monthly or transaction). Checking or Savings accounts only.

----- **Android Meter Reading:** \$2,500 - Interface which allows communication of meter reading information between Jayhawk billing software and Android device. Device not included.

JUS can also interface with touch-read, drive-by, or cellular meter reading solutions. For information and pricing on hardware/equipment, please contact: Steve Coad with Mueller Systems/Hersey Meters (704) 245-3732 --OR-- Invensys/Sensus (800)892-4304 --OR-- Matt Carls with Midwest Meter/Badger (800)634-4746 --OR-- Travis Norris with Schulte Supply/Neptune Meters (314)703-7708

----- **Batch Adjustment Account Balance Module:** \$930 - Enables automated adjustment transactions to alter balance due for a group of accounts, based on user-selected criteria. Can be used for setting account balance to \$0 for past due accounts that are turned over to tax authority or collections agency.

----- **CASS Postal Barcoding Module:** \$1,020 plus \$25 (estimated) quarterly fee for mailing list updates and \$98.50 annual fees for Postage Saver software (estimated). Requires 200 series bill card format.

----- **Collections Export:** \$700 - Collections Export Function with printable report of new accounts to export to collections. Includes an export file with customer name, address, phone, account #, shut-off date, last pay date, service address, balance due, driver's license, and social security number. Will include a field on Customer Info screen to mark when customer is to be submitted to collections. Customer will then email export file to collections agency. Once export file is created, "Sent to Collections date field" will be auto-populated. When customer is to be removed from collection, user will need to manually mark the checkbox on Customer Info Screen.

----- **Diamond Maps Interface:** \$1,140 – Gives the ability to upload customer information from Solus into Diamond Maps.

----- **Internet Data Secure Storage (IDSS)** Annual Fee: \$576 Annual + \$450 one-time fee for installation, setup, & training. Allows user to schedule nightly backup, select files to backup, and verify success of backup. Customer is responsible for verification of successful backup and transfer.

--- IDSS can only be configured to back up a single server or PC. If more than one server/PC needs backed up, customer must upgrade to Data Backup Suite.

--- Includes 5 GB of off-site storage space on a shared server in ACE/Jayhawk secure vault.

--- Daily compressed transfer amount cannot exceed 1 GB of Data. Off-site Internet Data Secure Storage (IDSS) solution, allows user to schedule nightly backup, select files to backup, and verify success of backup. Customer is responsible for verification of successful backup and transfer.

----- **Jayhawk Cemetery Management Software:** \$1,800 + \$499 updates/support - Application tracks person information (name, address, DoB, DoD, etc.) deed #, space information (B/L/S/Space) and more.

----- **Level Payment Plan Module:** \$1,380 - Includes ability to select the LPP option on each account and annually calculate an upper average bill for those accounts (last 12 mo./11). Once LPP amount is set, the customer must pay that amount on-time every month. LPP amount overrides the actual bill charges that are calculated and the difference is tracked to be applied and reconciled at the end of the LPP year.

----- **Non-Utility, Additional Billing Group:** \$1,800 - Module allows creation of user-defined Additional Billing Group to track separate charges for bill printing and/or reporting purposes. Includes an Account/Contact/Property Export function that includes Selection and Totals by Billing Group. Also allows user-selection in Account Transaction History by Billing Group.

----- **Off-Site Backup Solution: Jayhawk Data Backup Suite** - \$576 annual fee, plus one-time equipment/setup fees of \$1,700 estimated. Provides multiple points of data recovery, including off-site via internet. Basic package includes 10GB of space.

Denali Options

- Additional User: \$500 at initial install, \$600 at a later date
- e-Delivery: \$750 per seat, per year
- Inventory: \$500 per year
- Accounts Receivable: \$500 per year

Jayhawk Court Software Options

Additional Options Available (NOT included in quote total):

----- **Additional Network User License:** \$420 with initial purchase, \$770 if purchased separately later

---- **Audit Trail Module:** \$1,800 - Audit tracking by user, date and time of each transaction entered, modified or deleted from program, includes report for customer use.

----- **Collections Export** with AMS or Aberdeen - \$950

----- **EP WEB:** Typically \$1,500 – **Promotion right now for \$750** - Jayhawk currently works with Nexbillpay for payment processing to provide online electronic payment processing integration with our court software. You will need to purchase the interface from Jayhawk so that you have an integrated solution between your Jayhawk software and our payment processing solution, therefore eliminating any manual entry of payments in the Jayhawk software.

Provides the option of having all transaction/processing fees passed directly on to the Court's customer, or having them billed to the Court as an expense you pay.

For more information on what each payment processing vendor offers, please contact:

Nexbillpay - Chase Elmore - celmore@nexcheck.com – 800-639-2435 - <https://www.nexbillpay.com>

----- **Interface w/ E-Ticketing Vendors:** DigiTICKET, Scene Doc, ODIS - \$1,500, APS \$1,500, Other Vendors \$3,000+

----- **KBI E-File:** Contract Jayhawk Sales for pricking @ 620-365-8065.

----- **Off-site Backup Solution:** Jayhawk Data Backup Suite - \$576 annual fee, plus one time equipment/setup fees of \$1600. Provides multiple points of data recovery, including off-site via internet. Basic package includes 10GB of space.

ADVANTAGE COMPUTER / JAYHAWK SOFTWARE

DISCLAIMER INFORMATION

Jayhawk Software Products:

High-Speed Internet required. Remote setup by Jayhawk installation technician via Internet during Normal Office Hours. Base software package including basic tracking of property, accounts, billing, payments, and reports. System will include ability to print bills on a limited selection of card formats, so customer must be willing to use required format or full page statement that comes standard or incur charges for custom bill. If customer chooses bill card option, laser printer with ability to handle legal size cardstock is required. Unless otherwise specified the software does not include Custom Programming, Add-On Modules, Conversion, Training, or a Support Contract. **If conversion is quoted, History will not be converted.**

NOTE: Estimated date of delivery is contingent upon schedule as of the date of receipt of payment from customer.

Current schedule for delivery of "off the shelf" package is 2-3 months. Delivery of customized software or software with conversion is estimated at 12 or more months depending on customization(s).

Network License:

Additional network user license: \$420 with initial purchase, \$770 if purchased at a later date. Includes 90 minutes of installation. Each additional hour is billable at \$97.50 an hour. Does not cover issues unrelated to the installation of our software i.e. clients not visible/networking issues.

Training:

Training is available during Normal Office Hours. Training is billed in 15 minute increments. Recommended training time is estimated between 8 and 18 hours. This will depend on your staff's prior familiarity with computerized utility billing software. On Site training is available, ask our sales staff for a detailed quote. **Training hours must be used within 6 months.**

Support:

Support Contract and Software Updates/Maintenance via live operator, support number and email, with 4 hour or less call back guarantee. Support is available during Normal Office Hours. Additional support hours are available for purchase. Additional details provided in Contract Terms document.

Normal Office Hours:

Monday – Friday between 8:00 AM and 5:00 PM CST/CDT.

After Hour Rates:

After hour rates including weekends and holidays are as follows and WILL NOT be deducted from the support contract.

Weekday - 5:00 PM to 8:00 AM (CST/CDT) \$150/hour (1 hr. min + 1/2 hr. increments thereafter)

Weekend - 5:00 PM Friday to 8:00 AM Monday (CST/CDT) \$170/hour (1 hr. min + 1/2 hr. increments thereafter)

Company Holidays – Any Time (CST/CDT) \$200/hour (1 hr. min + 1/2 hr. increments thereafter)

Customer Signature: _____

Proposal for:
City of Garden Plain, Sedgwick County, KS
February 04, 2025
Quoted by: Cole Collard

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Financial Management	
GL-General Ledger	\$1,410.00
AP-Account Payable	\$1,150.00
CR-Cash Receipting	\$1,245.00
Total	\$3,805.00

Personnel Management	
PR-Payroll	\$1,920.00
TS-Timesheets	\$870.00
Total	\$2,790.00

Utility Billing	
Gas Utility Billing	\$1,815.00
UB Non energy	\$1,815.00
Total	\$3,630.00

Subtotal	\$10,225.00
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Data Conversions/Database Setup

GL-Conversion- COA, Balances, Budget, Journal Transaction history for up to 5 years	\$3,000.00
AP-Conversion- Vendors, Invoices and check history for up to 5 years	\$2,000.00
CR-Conversion- Receipt items, Receipt history for up to 5 years	\$1,800.00
UB-Conversion- Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$4,000.00
PR-Conversion- Database setup, employee detail, YTD Values, Check history for up to 5 years	\$3,495.00
Total	\$14,295.00

No Conversion or Database Setup for:

TS-Timesheets

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total \$10,250.00



Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 2	\$2,000.00
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Training Days

ITS Training - FM	Training Days: 4	\$4,000.00
ITS Training - HRIS	Training Days: 7	\$7,000.00
ITS Training - UB	Training Days: 12	\$12,000.00

	Total Days: 25	Total: \$25,000.00
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Cost Totals

Cloud New Purchase – <i>Annual Fee</i>	Subtotal	\$10,225.00
Project Management and Implementation Planning	Subtotal	\$10,250.00
Implementation and Training	Subtotal	\$25,000.00
Data Conversion/Database Setup	Subtotal	\$14,295.00

Total Proposed		\$59,770.00
Travel Expenses Estimated		\$17,695.00

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

-
- \$160/\$185/\$225 per day hotel, varies by state
 - \$90 per day car rental
 - \$70 per day meals
 - \$730 per trip airfare/related expenses
 - \$0.70/mile round trip for drive distance
-

Midwest Software Partners

Municipal Software Proposal

-Enable My City-



Garden Plain, KS

Table of Contents

<i>Proposal: Adopting EMC for Enhanced Usability, Reliability, Reporting, and Security</i>	3
<i>Introduction</i>	3
<i>Background</i>	3
<i>Benefits of EMC</i>	3
Global Availability	3
Industry-Leading Security	3
Enhanced Collaboration	3
Managed Data Backup	3
Automatic Updates	4
Future-Proofing	4
<i>System Design</i>	4
<i>Partnership</i>	4
<i>Training & Support</i>	4
<i>Pricing Estimation</i>	5
Application Onboarding & Setup	5
Ongoing Costs	5
Application Training & Technical Support	5
Application Updates	5
Referral Credits	5
<i>Project Timeline</i>	6

Proposal: Adopting EMC for Enhanced Usability, Reliability, Reporting, and Security

Introduction

This proposal aims to demonstrate the benefits of working with Midwest Software Partners to adopt EMC for use in the financial management and reporting tasks of Garden Plain, KS. As the application will be custom developed in close collaboration with the primary users, it will greatly improve the city's workflows, capabilities, and security posture.

Background

In Garden Plain, the system currently in use to manage financial systems and produce required reports is no longer capable of meeting the needs of the city. A solution is required that receives regular updates and includes reliable support.

Additionally, as modern technology continues to advance, so, too, do the needs of the city. Management of the city's data requires a system that can ensure its confidentiality, integrity, and availability. This requires using an application that is demonstrably safe from technical crashes, data loss, security vulnerabilities, and data breaches.

By adopting EMC, the city will be partnering with solutions architects and engineers with experience building and securing critical systems housing sensitive data on a global scale to ensure the needs of the city are met - both today, and in the future.

Benefits of EMC

Global Availability

Designed to operate in the cloud, EMC is accessed through a web page - meaning customers can securely access the application from any computer, anywhere in the world.

Industry-Leading Security

EMC is created using a security-first approach and designed from the ground up to protect the system helping you run your city. Behind the scenes, the application utilizes multiple layers of industry leading security integrations used by companies like Siemens, Pfizer, and AMD.

Enhanced Collaboration

EMC does not require the installation, patching, or upkeep of any software on your computer. Data is stored within the website itself, allowing multiple users to work together without sharing one computer.

Managed Data Backup

Included in the standard price, the Midwest Software Partners team will implement a data backup plan that guarantees your city's information remains safe - even if a storm or bad luck takes down your office computers.

Automatic Updates

New accounting rules, budgetary requirements, report formats, and software features are automatically applied behind the scenes by Midwest Software Partners. This limits the work customers need to do to keep the application current over the years, allowing them to focus on work that matters.

Future-Proofing

With EMC being architected using a modern approach in a large cloud environment, customers can be confident their application will stay up-to-date, secure, and available for decades to come.

System Design

The system will include input & reporting modules meeting requirements specified during the Requirements Gathering phase of the project. The following modules are in-scope for the initial release:

- Role-based access control & user management
- Payroll Management
- Resident Management
- Utility Management
- Violation Fee Management
- Various required report generation
- Automated Backup systems

Partnership

EMC is being designed as a custom solution to meet the needs of your city. While many parts of the application can be built using industry-standard architecture, Midwest Software Partners intends to tailor the output of the application to meet your needs as much as possible, rather than require the customer to change existing processes to match new software.

While we believe approaching the design of the application in this way will create a product easier to transition to & use, it will require more input from city employees to ensure the application is producing expected output.

Training & Support

Midwest Software Partners agree to provide a reasonable amount of customer onboarding, new customer training, reference material and resources, and ongoing support for all issues related to technical issues or functionality within the EMC application. Midwest Software Partners will also provide best-effort support for issues related to customer equipment or use of the application, but not directly related to the application itself.

Pricing Estimation

Application Onboarding & Setup

Customers entering a new contract will require onboarding & setup. This includes the creation of an application specific to the customer, building cost-funds specific to the customer, onboarding new users, and distribution of training materials.

All owners of Midwest Software Partners are from small Midwest towns. As a demonstration of our commitment to *your* town & recognition of the difficulty of maintaining a balanced budget in the face of large up-front costs, Midwest Software Partners agrees to waive all initial onboarding and setup costs.

Ongoing Costs

While drafting the initial contract, the customer will report the number of service addresses under the city's management. While the contract remains in force, the customer will be invoiced monthly at a flat rate of \$1.50 per service address using the reported count.

Either the customer or Midwest Software Partners have the option to update the service address count by requesting the update at least 30 days prior to January 1 of any calendar year, with the city providing reasonable evidence of the updated count. If neither party requests an updated service address count, the parties will continue using the prior agreed-upon count.

Application Training & Technical Support

Training & Support are included in the regular monthly cost.

Application Updates

Application updates are included in the regular monthly cost.

Referral Credits

Midwest Software Partners works hard to earn the trust and support of customers not only because it is the philosophy the foundation our organization was built upon, but also because word-of-mouth from positive experiences is our primary way of growing our footprint to help new clients. As a demonstration of our appreciation, we will apply a credit to the account of any town who provides a direct referral that leads to a new customer being onboarded. The credit will equal \$3 per service address of the new customer.

Special consideration will be given to customers who refer more than 5 new customers.

Project Timeline

- Final Acceptance: User acceptance testing of the application will occur throughout December 2024.
- Implementation: Target date for implementation of the new system is end-of-year 2024.

Kim McCormick

From: Will Unruh <will@midwestsoftwarepartners.com>
Sent: Friday, October 18, 2024 11:30 AM
To: Kim McCormick
Subject: Enable My City Proposal
Attachments: 20241018 EMC Proposal - Garden Plain.pdf

Hey Kim,

Thanks for taking my call earlier today.

Please see the attached proposal for the Enable My City software partnership with Garden Plain.

Please take a good look at the referral bonus structure that we have setup. That is a great opportunity for you guys to get greatly discounted software.

This is just a proposal and not an official contract or anything that needs to be signed.

Feel free to reach out with any questions or concerns.

Thanks again,

Will Unruh

Customer Relations
Midwest Software Partners

will@midwestsoftwarepartners.com
620-480-3369

www.midwestsoftwarepartners.com

