



Governing Body, City of Garden Plain  
City Building, 507 N Main St  
Wednesday, April 2, 2025 at 7:30 pm

1. Call to Order by Mayor Kevin Hammond
2. Approval of April 2, 2025 agenda
3. Citizen Comments:
4. Consent Agenda:
  - a. Approval of March 4, 2025 CC Meeting Minutes
  - b. Approval of March 2025 bills (checks to include 44475 – 44555)
  - c. March Department Reports
  - d. Consider a Proclamation declaring April 25<sup>th</sup> Arbor Day in the City of Garden Plain
5. New Business:
  - a. 2024 Financial Audit – Presented by Randy Ford, BFR
  - b. Request For Qualifications (RFQ) for Aquatic Center – Presented by Brian Hill, Waters Edge
  - c. Resolution 238 – Adjust Water Rates for Wholesale Customers
  - d. Consider Quotes to Relocate Playground Equipment at City Park
  - e. Consider Purchase of Picnic Tables for City Park
  - f. Receive a Report on Issues with the City Public Works Dump Truck
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  
March 4, 2025 at 7:30 pm

**1. Call to Order by Mayor Kevin Hammond: (7:30):**

Mayor Kevin Hammond called the March 4, 2025 City Council meeting to order followed by the Pledge of Allegiance and moment of silence. Council members present were Jenny Zoglman, Tracy Thul, Amy Hunter, Brent Randolph and Jessica Lyman. Also present were Kelly McElroy – Administrator, Morgan Koon – City Attorney, Darren Haukap – Treasurer, Tylor Struckman – W/WW Superintendent, Kimberly McCormick- City Clerk, and Richard Owens. Shad Biggs – Halagains, arrived at 8:00.

**2. Approval of March 4, 2025 agenda:**

Remove item a under new business add item f new business – appoint board member and alternate to KMGa Board. *Amy Hunter made a motion to approve the agenda with changes, 2<sup>nd</sup> by Tracy Thul. Vote: 5-0 motion carried*

**3. Citizen comments:**

None

**4. Consent Agenda:**

- a. Approval of February 5, 2025 CC Meeting Minutes
- b. Approval of February bills (checks to include 44402-44474)  
(special project check 1066)
- c. Department reports

*Brent Randolph made a motion to approve the consent agenda, 2<sup>nd</sup> by Jessica Lyman. Vote: 5-0 motion carried.*

**5. New Business:**

- a. **2024 Financial Audit – Randy Ford:** Removed from agenda – rescheduled for April meeting.
- b. **Ordinance 786 – Annexation of S Main:** Discussion ensued. *Tracy Thul made a motion to adopt Ordinance 786, 2<sup>nd</sup> by Jenny Zoglman. Vote: Lyman – yea, Randolph – yea, Hunter – yea, Thul – yea, Zoglman – yea : 5-0 motion carried.*
- c. **Ordinance 787 – City Council Regular Meeting time and place:** Discussion ensued. *Tracy Thul made a motion to adopt Ordinance 787, 2<sup>nd</sup> by Brent Randolph. Vote: Lyman – yea, Randolph – yea, Hunter – yea, Thul – yea, Zoglman – yea : 5-0 motion carried.*
- d. **Consider an agreement with Kirkham Michael for extension of water service line to serve properties east of Section Line Road:** Discussion ensued. *Brent Randolph made a motion to approve the agreement with Kirkham Michael not to exceed \$32, 500, 2<sup>nd</sup> by Tracy Thul. Vote: 5-0 motion carried.*
- e. **Consideration of City operational software (Accounting/Utility Billing/Court):**  
Discussion ensued. It was narrowed down to Jayhawk, as they have all modules we need. After lengthy discussion, council decided it best to go with the cloud hosted version. *Brent*

*Randolph made a motion to move forward with Advantage (Jayhawk) software cloud hosted version, 2<sup>nd</sup> by Jenny Zoglman. Vote: 5-0 motion carried.*

- f. **Appointment to the KMGa board and an alternate:** Discussion ensued. Staff recommended Tylor Struckman as board member and Kimberly McCormick as alternate. *Amy Hunter made a motion to approve Tylor Struckman to the board of KMGa and Kimberly McCormick as an alternate, 2<sup>nd</sup> by Jenny Zoglman. Vote: 5-0 motion carries.*

- 6. **Executive Session: (7:59 – 8:09)** Morgan Koon requested 10 minutes for Attorney/Client. *Brent Randolph made a motion to enter into executive session per K.S.A. 75-4319(b)(2), Attorney/Client privilege, 2<sup>nd</sup> by Jessica Lyman. Vote: 5-0 motion carries. Council returned to session at 8:09 with no binding action taken.*
- 7. **Municipal court report:** Morgan stated that all court cases were continued to March because of the inclement weather.
- 8. **Pardon Attorney: 8:10**
- 9. **Treasurer Report:** Nothing
- 10. **Governmental Remarks:** None  
Shad Biggs arrived late to the meeting, but wanted to ask about hosting a fall festival, with car show, street dance and BBQ. Proceeds would be donated to a charity, and would like to do it the same day as the annual softball tournament. Brent will get with Shad and coordinate.
- 11. **Adjournment:** *Brent Randolph made a motion to adjourn, 2<sup>nd</sup> by Jessica Lyman. Vote: 5-0 motion carried.*

Respectfully submitted by Kimberly McCormick, MMC – City Clerk

BANK#	BANK NAME	CHECK#	MOD	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 GARDEN PLAIN STATE BANK											
44475	AP	3/07/25			474	BECKER COMPUTER SERVICES INC	1,968.00				
44476	AP	3/07/25			33	BLACK HILLS ENERGY	5,245.61				
44477	AP	3/07/25			802	CENTRAL SAND COMPANY INC	1,549.94				
44478	AP	3/07/25			517	CORRPRO COMPANIES INC	1,695.00				
44479	AP	3/07/25			9	FISHER LUMBER COMPANY INC	1,213.84				
44480	AP	3/07/25			15	GATEWAY OF GARDEN PLAIN	200.00				
44481	AP	3/07/25			962	GOV'T FINANCE OFFICERS ASSOC	160.00				
44482	AP	3/07/25			916	IDEATEK TELCOM LLC	569.13				
44483	AP	3/07/25			37	KANSAS ONE-CALL SYSTEM INC	61.18				
44484	AP	3/07/25			52	KANSAS STATE TREASURER	23.50				
44485	AP	3/07/25			112	KANSASLAND TIRE WHOLESale	584.00				
44486	AP	3/07/25			924	KOON LAW FIRM LLC	2,575.00				
44487	AP	3/07/25			908	KURT BOOKOUT	654.10				
44488	AP	3/07/25			709	MABCD	453.46				
44489	AP	3/07/25			737	MERIDIAN ANALYTICAL LABS	90.00				
44490	AP	3/07/25			509	MIDWEST TRUCK EQUIPMENT INC	1,155.96				
44491	AP	3/07/25			958	MUNICIPAL SUPPLY INC	1,426.00				
44492	AP	3/07/25			479	RYAN LAWN & TREE	161.00				
44493	AP	3/07/25			29	STUHLSTAZ SERVICE INC	915.41				
44494	AP	3/07/25			930	THE CREATIVE INTERNET LLC	195.00				
44495	AP	3/07/25			54	U.S. POST OFFICE	154.00				
44496	AP	3/07/25			594	VISA	7,194.53				
44497	UB	3/11/25				BATCH VOID	.00				VOID: wrong customer
44498	UB	3/11/25			11200004	COLE ZOGLMAN	167.73				
44499	PR	3/14/25			25	DARREN M HAUKAP	501.82				
44500	PR	3/14/25			87	ANNA DYE	22.16				
44501	PR	3/14/25			89	TRACY F THUL	92.35				
44502	PR	3/14/25			121	JUDITH A SMITH	124.67				
44503	AP	3/14/25			999	ADVANTAGE COMPUTER	24,009.00				
44504	AP	3/14/25			897	ALERT 360 - WICHITA	363.03				
44505	AP	3/14/25			963	CONTINENTAL WESTERN GROUP	62,793.00				
44506	AP	3/14/25			928	CULLIGAN OF WICHITA	35.45				
44507	AP	3/14/25			68	D C & B SUPPLY INC	590.00				
44508	AP	3/14/25			998	DMC WEAR PARTS LLC	1,960.00				
44509	AP	3/14/25			386	DWAYNE HAUKAP CONSTRUCTION	450.00				
44510	AP	3/14/25			845	EVERGY	1,096.60				
44511	AP	3/14/25			985	KANZA COOPERATIVE ASSOC	1,073.01				
44512	AP	3/14/25			737	MERIDIAN ANALYTICAL LABS	763.35				
44513	AP	3/14/25			981	PVS DX INC	40.00				
44514	AP	3/14/25			777	R K BLACK INC	436.03				
44515	AP	3/14/25			220	SAM'S CLUB	100.08				
44516	AP	3/14/25			24	SEDGWICK COUNTY ELECTRIC COOP	384.98				
44517	AP	3/14/25			926	TROJAN TECHNOLOGIES CORP	1,741.20				
44518	AP	3/14/25			594	VISA	775.80				
44519	AP	3/14/25			487	VISION CARE DIRECT	123.26				
44520	AP	3/14/25			45	WASTE CONNECTIONS OF KS INC	6,380.84				
44521	AP	3/14/25			311	WATERWISE ENTERPRISES LLC	793.00				
44522	AP	3/21/25			973	AGRI ENVIRONMENTAL SERVICES	1,680.00				
44523	AP	3/21/25			1000	AIRGAS USA LLC	236.82				
44524	AP	3/21/25			33	BLACK HILLS ENERGY	207.62				
44525	AP	3/21/25			2	BCBS OF KANSAS	8,879.41				

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	MOD	DATE						
44526	AP	3/21/25	779 CORE & MAIN	2,448.92				
44527	AP	3/21/25	836 GREEN SERVICES LLC	850.00				
44528	AP	3/21/25	113 KANSAS MUNICIPAL GAS AGENCY	21,471.00				
44529	AP	3/21/25	777 R K BLACK INC	116.85				
44530	AP	3/21/25	957 ROYAL PUBLISHING	45.00				
44531	AP	3/21/25	766 UNDERGROUND VAULTS & STORAGE	20.00				
44532	AP	3/21/25	787 VISION ALLIANCE MARKETING LLC	250.00				
44533	AP	3/21/25	906 WELLS FARGO	225.51				
44534	AP	3/28/25	224 AFLAC ADMIN SERVICES	556.98				
44535	AP	3/28/25	96 BECKER BROS	133.50				
44536	AP	3/28/25	88 BFR CPA, LLC	3,500.00				
44537	AP	3/28/25	960 BRIAN HELTEN	69.84				
44538	AP	3/28/25	932 CENTRAL POWER SYSTEMS & SERV	766.47				
44539	AP	3/28/25	405 CNA SURETY	100.00				
44540	AP	3/28/25	779 CORE & MAIN	34.58				
44541	AP	3/28/25	928 CULLIGAN OF WICHITA	23.90				
44542	AP	3/28/25	845 EVERGY	.00				VOID:
44543	AP	3/28/25	845 EVERGY	2,509.96				
44544	AP	3/28/25	455 GP CHAMBER OF COMMERCE	250.00				
44545	AP	3/28/25	15 GATEWAY OF GARDEN PLAIN	200.00				
44546	AP	3/28/25	199 GODDARD ACE HARDWARE	63.97				
44547	AP	3/28/25	447 HENRY HELGERSON CO	338.81				
44548	AP	3/28/25	85 KANSAS MUNICIPAL UTILITIES	265.00				
44549	AP	3/28/25	700 KIMBERLY MCCORMICK	448.00				
44550	AP	3/28/25	805 O'REILLY	287.26				
44551	AP	3/28/25	17 TIMES-SENTINEL NEWSPAPERS	284.87				
44552	AP	3/28/25	407 U.S POSTAL SERVICE (CMRS-FP)	1,000.00				
44553	AP	3/28/25	565 VERIZON WIRELESS	.00				VOID:
44554	AP	3/28/25	565 VERIZON WIRELESS	1,201.89				
44555	AP	3/28/25	311 WATERWISE ENTERPRISES LLC	445.05				
* 44556								
1697	PR	3/14/25	64 KEVIN HAMMOND	184.70				
1698	PR	3/14/25	75 JENNY L ZOGLMAN	92.35				
1699	PR	3/14/25	78 KIMBERLY C MCCORMICK	255.00				
1700	PR	3/14/25	78 KIMBERLY C MCCORMICK	1,628.84				
1701	PR	3/14/25	84 HAROLD E FLAIGLE, JR	435.40				
1702	PR	3/14/25	103 BRENT RANDOLPH	92.35				
1703	PR	3/14/25	108 GENE D GARCIA	1,650.55				
1704	PR	3/14/25	109 BRYAN K CROWNOVER	1,607.86				
1705	PR	3/14/25	112 MICHELE R MCGREGOR	1,423.79				
1706	PR	3/14/25	114 AMY L HUNTER	92.35				
1707	PR	3/14/25	122 KELLY K MCELROY	2,442.08				
1708	PR	3/14/25	123 TYLOR D STRUCKMAN	200.00				
1709	PR	3/14/25	123 TYLOR D STRUCKMAN	1,626.71				
1710	PR	3/14/25	125 BRIAN M HELTEN	1,698.52				
1711	PR	3/14/25	126 JESSICA A LYMAN	92.35				
1712	PR	3/14/25	127 XAVIER M HELTEN	242.77				
1713	PR	3/14/25	129 CAROL M FUNKE	277.05				
1714	PR	3/14/25	132 ZACHARY T MYERS	1,834.50				
1715	PR	3/28/25	78 KIMBERLY C MCCORMICK	255.00				
1716	PR	3/28/25	78 KIMBERLY C MCCORMICK	1,670.31				
1717	PR	3/28/25	108 GENE D GARCIA	1,644.30				
1718	PR	3/28/25	109 BRYAN K CROWNOVER	2,073.45				

BANK#	BANK NAME	CHECK#	MOD	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1719	PR	3/28/25	122	KELLY K MCELROY			2,403.22				
1720	PR	3/28/25	123	TYLOR D STRUCKMAN			200.00				
1721	PR	3/28/25	123	TYLOR D STRUCKMAN			1,594.01				
1722	PR	3/28/25	125	BRIAN M HELTEN			1,646.46				
1723	PR	3/28/25	127	XAVIER M HELTEN			200.53				
1724	PR	3/28/25	129	CAROL M FUNKE			138.52				
1725	PR	3/28/25	131	CHRISTOPHER N FREUND			161.36				
1726	PR	3/28/25	132	ZACHARY T MYERS			1,777.40				
*		1727									
1507	AP	3/06/25	79	SALES & EXCISE TAX			1,964.27		MANUAL		
1508	AP	3/10/25	909	CSG FORTE PAYMENTS INC			6.00		MANUAL		
1509	AP	3/14/25	1	KPERS			3,235.03		MANUAL		
1510	AP	3/14/25	6	KS DEPARTMENT OF REVENUE			1,029.25				
1511	AP	3/14/25	562	EFTPS			5,460.15				
1512	AP	3/28/25	1	KPERS			3,050.56				
1513	AP	3/28/25	6	KS DEPARTMENT OF REVENUE			856.08				
1514	AP	3/28/25	562	EFTPS			4,974.97				
1515	AP	3/28/25	725	KPERS-OGLI			15.80				

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

BANK TOTALS:	
OUTSTANDING	232,207.07
CLEARED	.00
	-----
BANK 1 TOTAL	232,207.07
**VOIDED**	.00

**BANK CHECK REGISTER**  
\*\*\* CHECK SUMMARY \*\*\*

BANK#	BANK NAME	DESCRIPTION
CHECK#		

---

1 GARDEN PLAIN STATE BANK

44475 Thru	44496	Accounts Payable Checks
44497 Thru	44498	Utility Billing Checks
44499 Thru	44502	Payroll Checks
44503 Thru	44555	Accounts Payable Checks
1697 Thru	1726	Payroll ACH
1507 Thru	1515	Accounts Payable E-Pay

---

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

**Background:**

Following are 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). March sales tax revenues totaled \$30,367. The City's one percent portion of the total amount is \$11,902. For the City's one percent portion, this is a 26% decrease (\$3,065.79) from February 2025 revenues; an increase of 4% (\$452.21) compared to March 2024 revenues; and a decrease of 8% (\$3,215) year to date when comparing 2024 and 2025. It is typical for revenues to fluctuate monthly as not all vendors report during the same time frame. Some report monthly, some quarterly, some annually.

**Police:**

Law Enforcement Activity:

- 3 reportable cases were generated over the past month that required attention. One of the cases was a stolen moped that has yet to be recovered.
- 5 traffic stops for a variety of traffic infractions with speeding being the number one offense. 5 warnings were given, no citations issued.

Other Activity:

- 100 area business checks
- 69 physical building checks
- 3 outside agency assists
- 12 bar checks
- 1 fingerprint service
- VIN inspections performed

Scheduled Training:

Training this month included a Storm Spotter class and a rural first responder class for aircraft accidents.

If you have questions, concerns or requests please contact me by phone or email: Lieutenant Bryan Crownover: [bcrownover@gardenplain.com](mailto:bcrownover@gardenplain.com) 316-633-3035

**Public Works:**

Ternes Park: 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. A temporary restroom will be placed at the park for use by the ball teams practicing at the field. It will be removed in late April or early May.

**City Park:**

The City Park restrooms were opened a few weeks ago, and a leak was discovered in the men's restroom. After it was repaired the contractor discovered a larger leak in the main line that serves the restroom building and water bottle filling station/water fountain. The building is currently closed pending repairs.

**Legislative Update:**



Legislative Update (provided by the League of Kansas Municipalities ((LKM)) as of 03.28.25): The Kansas Legislature officially adjourned until April 10, when Legislators will return for the Veto Session. This means the majority of their work is done for 2025. When they do return April 10, the bulk of the work will be related to considerations to override any vetoes by Governor Kelly. They can also pass other legislation, but if vetoed they would not have an opportunity to return for another veto session. They plan to officially adjourn for Sine Die – the official end of the session – on April 11. The Legislature did not finish their work until late Thursday night, so we here at the League need a little time to analyze all final actions before providing a recap of where things stand before they return in April. The next LKM Legislative Update will be released on Wednesday, April 2.

The biggest issue this past week was property tax legislation. Despite multiple efforts at comprehensive property tax reform and changes to the valuation system, including plans the League supported, many of the efforts stalled. The only meaningful change approved by the House and Senate was to eliminate the 1.5 mills the state collects for facilities. The League has let legislators know the cities of Kansas would appreciate an opportunity to participate in future discussions about property tax relief and the valuation processes.

*If you have questions about specific legislation, email Spencer Duncan, Government Affairs Director, at [sduncan@lkm.org](mailto:sduncan@lkm.org)*

#### **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 at 10:30 AM.

**5<sup>th</sup> Annual Vintage Market:** The 5<sup>th</sup> 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 5 through 7, 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 2<sup>nd</sup> by 5 PM.

**City Wide Clean Up:** The annual city wide 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.

#### **Upcoming Meetings and Events:**

- 04.15.25 – Municipal Court – City Council Chambers – 6 PM
- 04.17.25 – Planning Commission – City Council Chambers – 6 PM
- 04.19.25 – Chamber Easter Egg Hunt – City Park – 10:30 AM
- 05.07.25 – City Council Regular Meeting – 7:30 PM

**Recommended Action:** The City Council is asked to:

1. Receive and file

#### **Attachments:**

None

*City of*  
**Garden Plain**  
**PROCLAMATION**

WHEREAS: in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and

WHEREAS: this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS: Arbor Day is now observed throughout the nation and the world, and

WHEREAS: trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS: trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS: trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS: trees - wherever they are planted - are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Kevin Hammond, Mayor of the City of Garden Plain, do hereby proclaim April 25, 2025, as ARBOR DAY in the City of Garden Plain and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge citizens to plant trees to promote the well-being of this and future generations.

DATED this 2<sup>nd</sup> day of April, 2025.

---

Kevin Hammond, Mayor

Attest: \_\_\_\_\_  
Kimberly McCormick, City Clerk



**To:** Garden Plain City Council  
**FR:** City Clerk Kimberly McCormick  
**RE:** 2024 Financial Audit – Presented by Randy Ford, BFR

**Background:**

BFR CPA, LLC is one of the leading tax and accounting firms in Wichita, Kansas, and the surrounding area. They have provided the City of Garden Plain annual required audit for many years, and are known for their expertise in governmental accounting. Randy Ford is responsible for coordinating all audits performed by the firm and is the designated firm governmental audit partner. He works closely with a number of school districts and municipalities as well as non-profit organizations. He is a member of the Kansas Society of Certified Public Accountants and the American Institute of Certified Public Accountants and has also completed the AICPA Governmental Accounting and Auditing Certificate of Educational Achievement Program. Mr. Ford will be present at the Council meeting to present the results of the City's 2024 financial audit. Copies of the audit will be provided at the Council meeting.

**Recommended Action:** The City Council is asked to:

1. Receive and file the results of the City of Garden Plain 2024 annual audit.

**Attachments:**

None

**To:** Garden Plain City Council  
**FR:** City Clerk Kimberly McCormick  
**RE:** **Request For Qualifications (RFQ) for Municipal Aquatic Center (Municipal Pool)**

**Background:**

Design for the municipal Aquatic Center (AKA Municipal Pool) is more than 50% complete. Brian Hill with Waters Edge, the design and engineering firm for the facility, will attend the Council meeting and present the attached draft Request for Qualifications (RFQ). As a reminder, the project will be let out as a Gross Maximum Price (GMP) at \$3.27 M, with a federal grant funding 50%, or 1.635 M. The RFQ will be open for several weeks, and the Council will review and select the construction team. Weather permitting construction should be complete in time for the 2026 swimming season.

Staff is currently compiling a list of surrounding pool admission charges that will be presented to the Council at an upcoming meeting for review and consideration to set entry fees private rentals for parties, etc.

**Recommended Action:** The City Council is asked to:

1. Review the proposed RFQ.
2. Authorize the issuance of the RFQ.

**Attachments:**

- A. Draft Municipal Aquatic Center (Municipal Pool) RFQ)

# REQUEST FOR QUALIFICATIONS

CITY OF GARDEN PLAIN, KANSAS

MUNICIPAL AQUATIC FACILITY

Proposals Due by

XXXX XX, XXXX at X:XX p.m. CST

## General Information

### **Notice to Construction Managers**

The City of Garden Plain (“City”) is seeking proposals for the selection process to enter into a contract with a Construction Manager at Risk (CMAR) firm with a Guaranteed Maximum Price project delivery method to provide pre-construction services such as constructability guidance, cost estimates, and construction schedules; and to perform complete construction services consistent with the CMAR construction delivery process adopted by the City for the construction of a new outdoor municipal aquatic facility located at Garden Plain City Park, 620 Section Line Road, Garden Plain, Kansas, 67050. The construction manager will work in consultation with City’s Engineer Waters Edge Aquatic Design, related to construction cost, construction scheduling, phasing labor, material, supplies, equipment, and construction services for the project.

This document provides information for interested parties to prepare and submit a response to the Request for Qualifications (“RFQ”) for consideration by the City. The City shall select the construction manager in accordance with the procedures and standards stated within.

RFQs will be received **XXXX through XXXX X:XX a.m. to X:XX p.m.** except holidays, from the date received until 5:00 p.m. **CST XXXX, XX 20XX.** Proposals shall be clearly marked “PROPOSAL - CITY OF GARDEN PLAIN - MUNICIPAL AQUATIC FACILITY PROJECT”.

**Submit six (6) copies of the entire RFQ and an electronic version.** Facsimile and electronic mail transmittals will not be accepted.

Proposals must be sent to:

Kimberly McCormick, City Clerk  
City of Garden Plain  
PO Box 336  
Garden Plain, KS 67050

RFQs not addressed and delivered to the above person will not be considered. RFQs received after the above stated time and date may not be considered. The City reserves the right to reject any or all RFQs and to waive minor informalities. All RFQs submitted shall be valid for a period of sixty (60) days following the final date for submission.

**Requests for information and clarification questions must be received by **XXXX** at 12:00 P.M. in order for the City to have time to issue an addendum.** Requests for additional information may be submitted to Brian Hill, Waters Edge Aquatic Design, (316) 516-5753; or [bhill@wedesignpools.com](mailto:bhill@wedesignpools.com)

Any questions, clarifications, or requests for general information must be in writing and directed to the individual listed above. Answers to any questions shall be in writing and shall be sent to all firms who have responded to this RFQ.

Interviews may be scheduled with responsive applicants on **XXXX XX 20XX.** The location of the interviews will be Garden Plain City Hall, 505 N. Main, Garden Plain KS. 67050. The time frame allotted for each firm will be forty-five (45) minutes with the first interview starting at **5:00**

pm. Each firm's time slot will be assigned once all proposals have been received and will be alphabetical to avoid any perception of preference.

The selected construction manager will be given notice of award once the City has approved the contract, the guaranteed maximum price meets budgetary limits, and the conforming contract documents are fully executed. Notice of award can be issued as soon as feasibly possible.

The City will not be liable for costs incurred by construction managers for qualifications preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the construction manager.

**Contact with any other City employee, elected official or other individuals and organizations associated with the proposed project may result in disqualification.**

### **Obligations of Parties**

This RFQ does not constitute an offer by the City. By issuing this RFQ and receiving qualifications in response, the City is under no obligation to accept any proposal resulting from this RFQ.

Respondent understands and acknowledges by submitting a Qualification package that the package presented is based on assumed requirements for the proposed project; and, that the City has made no written or oral representations that any such assumed requirements are endorsed or accepted should a contract arise from the presented Qualification package.

Furthermore, Respondent understands and acknowledges by submitting a Qualification package that any and all costs incurred by the Respondent as a result of the Respondent's efforts to participate in this selection process shall be at the sole risk and obligation of the Respondent. The City will not provide compensation to Respondents for any expenses incurred for preparation or for any presentations made.

The City makes no guarantee that an award will be made as a result of this RFQ and reserves the right to accept or reject any or all Qualification packages, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting contract when deemed to be in the City's best interest. Representations made within the Qualification package response will be binding on responding firms.

### **Procedures for Evaluation and Awarding of Contract:**

1. Evaluation will be done by the appointed selection committee. After evaluation the selection committee will make a recommendation to the City Council for award. This recommendation and pending award will be made at a City Council meeting, which occurs the first Wednesday of the month, or at any time of the Council's choosing. The City Council will award the bid by majority vote.
2. The City and the selection committee shall evaluate proposals taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.

- a. The financial resources of the construction manager to complete the project
- b. The ability of the proposed personnel of the construction manager to perform
- c. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager
- d. The quality of performance on previous projects
- e. The ability of the construction manager to perform within the time specified
- f. The previous and existing compliance of the construction manager with laws relating to the contract
- g. Other information as may be secured having a bearing on the selection

### **Project Details**

#### **Project Objective**

The City of Garden Plain, KS is located in Sedgwick County, Kansas and has a population of nearly 1,000. The city does not currently have an outdoor municipal aquatic facility and is looking for ways to add more recreational opportunities for the community.

#### **Delivery Method and Scope of Project**

The City intends to implement the project through a CMAR approach. The City has hired Waters Edge Aquatic Design to design the new outdoor municipal aquatic facility. The construction manager will collaborate and work in unison with Waters Edge Aquatic Design to review the design documents and advise on whether they are consistent with the City's budget and schedule for the Project. The project's overall scope of work will be divided into two phases: (i) Preconstruction design phase; and (ii) the Construction Phase.

During the first phase, the construction manager will primarily serve in a support role for design phase services and will develop a Guaranteed Maximum Price ("GMP"). Services during this phase by the construction manager will include, but are not limited to, the following:

1. Provide detailed cost estimating and knowledge of marketplace conditions for municipal pools/aquatic facilities.
2. Provide project planning and scheduling.
2. Provide for construction phasing and scheduling to coordinate with other portions of the project construction.
3. Assist the architectural and engineering firm with plan evaluations and constructability reviews which could have the potential for cost savings to the City.
4. Advise the City of ways to gain efficiencies in project delivery.
5. Assist in the permitting processes.



6. Select subcontractors/suppliers for this project.
7. Protect the City's sensitivity to quality, safety, and cost factors.

Upon formal acceptance of the proposed GMP by the City, the construction phase of the project will commence and the CMAR will assume the risk of delivering the project through a GMP contract. The construction manager will be responsible for providing the following services during this phase of the project:

1. Construct the new municipal aquatic facility. Construction activities include, but are not limited to, construction of a new pool along with installation of features such as waterslide structures, spray features, shade structures, and zero- depth entry; construction of new bathhouses containing changing facilities, admissions, staff space, and concessions area; and installation of new mechanical, electrical, disinfection, and plumbing equipment.
2. Coordinate with various state and local agencies, departments, other agencies, utility companies, etc.
3. Arrange for procurement of materials and equipment.
4. Schedule and manage site operations.
5. Bid, award, and manage all construction related contracts.
6. Provide quality controls.
7. Bond and insure the construction.
8. Address all Federal, State and Local permitting requirements.
9. Address any owner issues.
10. Maintain a safe work site for all project participants.

### **Project Delivery**

It is the goal of the City to have the entire facility completed and available May 2026.

### **Project Budget and Funding Limitations**

Prospective construction managers are to base their proposals on the City's construction costs funding limitation for the project. The City has approved a total budget of no more than \$3,270,000 for the outdoor municipal aquatic facility.

### **Compensation**

The City of Garden Plain will not compensate Construction Management firms for furnishing all labor, materials, equipment, tools and/or services required by this proposal submittal.

## **Services Required by Construction Managers**

Qualification packets will be accepted from all prospective Construction Managers. Construction managers must be able to enter into a contract for and directly manage this project from its own offices and facilities. Failure to submit the requested qualifications information in the manner prescribed will be considered nonresponsive and may result in rejection of the submittal in its entirety.

Prospective construction managers shall furnish all of the following qualification information.

### **1. Firm Information**

- a. Describe the organizational structure of the firm for which the RFQ is being furnished. Include the name and address of the firm, the location of the office of the firm (principal office) from which most work will be directed, the proximity of the firm's corporate headquarters/home office to City of Garden Plain, and the type of business (e.g. corporation, partnership, individual, joint venture, or other).
- b. Provide a brief summary of the history and capability of the firm. Include the number of years the firm has been providing construction services as a construction manager at the principal office location indicated above.
- c. Describe and document the financial strength/stability of the firm. Include both a current financial statement and a letter from the firm's surety confirming the firm's ability to provide bonding for this project.
- d. Has the firm ever failed to complete work for which a contract was issued, or ever defaulted on a protective bond? If yes, explain.
- e. What is the firm's philosophy regarding self-performed work verses that work being competitively bid and performed by others?
- f. Include a summary of the firm's key personnel employed in the office of the firm for which this information is being furnished.

### **2. Relevant Project Experience**

- a. Provide a list and description of at least three (3) pool or aquatic projects of a similar size, scope, value, and complexity for which the firm has provided or is providing construction services under similar type contracts which are most related to the services required for this project. All projects must be CM at Risk.
- b. For each project listed, also provide the current phase of the project development, the original Guaranteed Maximum Price, the final construction cost (for completed projects), the scheduled date for completion of the project, and the actual completion date (for completed projects).

- c. Include contact references (Owner contact and Designer contact) for each of the projects described.

### **3. Project Organization and Personnel Resources**

- a. Describe the firm's proposed organizational structure for management, operations and supervision of this project. Identify experience and qualifications, and planned duration of involvement, for key personnel that will be a part of the Project Team during both the Preconstruction Phase and the Construction Phase of this project.
- b. Identify the firm's key personnel to be assigned (indicate full-time or part-time) to the project job site for this project during construction (include a current resume for each).
- c. Describe the current workload of firm. Does the firm have the ability to assign needed resources to this project?

### **4. Project Management and Methods**

- a. Describe the differences of a Construction Management at Risk Project vs. Traditional Design/Bid/Build. Where do you believe the single most value is to the City in a CMR Project and why?
- b. Describe the firm's philosophy and methods in establishing and managing project budget and contingency, at all phases, for a project of this scope and complexity. Are you willing to set a GMP for the project? Why or why not.
- c. Describe the way in which project budgets and schedules are developed, monitored, and maintained through completion of construction for a minimum of two of the projects first described above. Select projects that will present significant examples of budget and scheduling changes/challenges and describe how the firm resolved them.
- d. Submit an example of the project budget (s) and schedule(s) customarily prepared by the firm. (Bring an example to the interview for review).
- e. Describe the estimating and cost control methods and documents used by the firm during both the Preconstruction Phase and the Construction Phase of a project.  
  
Include examples, from the projects first described above, of successful constructability analysis and value engineering efforts to maintain project budgets without sacrificing overall project quality.
- f. Provide a description of the way in which the firm identifies prices and manages changes to the work, related to project contingency and related to scope changes under a GMP.

- g. Include a compilation of the firm's history/experience related to changes to the work/Change Orders for the projects first described above.
- h. Provide a complete breakdown of your proposed fees for the project, including a fee for overhead and profit for Preconstruction Phase Services, Construction Phase Services, and fees for changes in work including adjustments of general conditions. Express fees as a percentage or lump-sum.
- i. Provide a General Conditions Matrix to identify how potential GC costs will be categorized. This GC Matrix will be attached to the contract as an exhibit and will be adhered to in establishing the GMP; therefore, any items not identified will be excluded from the cost of the work.

### **Contract Terms and Conditions**

Below are the proposed terms and conditions for the contract, which are subject to further negotiation. All general terms and conditions approved in the final contract shall be consistent with nationally recognized models of general terms and conditions which are standard in the design and construction industry in Kansas.

1. Contract

The anticipated CMAR agreement for the project is AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

2. Performance and Payment Bond:

The successful Construction Manager shall be required to furnish performance and payment bonds and said bonds shall be in the amount of 100% of the total amount of the contract, written by a surety licensed to do business in the State of Kansas. Said performance and payment bonds shall be provided to the City Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Construction Manager's usual sources.

2. Information, Discussion, and Disclosures:

- a. Any information provided by the City to any Construction Manager prior to the release of this RFQ, verbally or in writing, is considered preliminary and is not binding on the City.
- b. The Construction Manager must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of the City from the date of issuance of this RFQ until the contract award has been announced, unless allowed by Kimberly McCormick, City Clerk of the City of Garden Plain, in writing for the purpose of clarification or evaluation.

- c. No interpretation of the meaning of the specifications or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Construction Manager.
- d. Every request for such interpretation or correction should be addressed to City's Engineer – Waters Edge Aquatic Design.
- e. Requests for information and clarification questions must be received by **XXXX XX, 20XX** at 12:00 P.M. in order for the City to have time to issue an addendum. Requests received after the deadline may not be considered. In case the City finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFQ which will be mailed or delivered to all prospective Construction Managers at the respective addresses furnished for such purpose.

3. Addenda:

- a. All addenda will become part of this RFQ and must be responded to by each Construction Manager.
- b. All addenda must be acknowledged in writing in the RFQ submitted by the Construction Manager.
- c. This RFQ, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

10. Insurance Requirements:

**The Construction Manager shall not begin work under this Agreement until all insurance certificates have been filed with the City Clerk.**

Construction Manager shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by the City, nor shall Contract Manager allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the City, its councilmembers/supervisors, officials, agents, representatives and employees.

11. State and Federal Regulations:

Construction Manager must comply with all State and Federal laws and regulations, as applicable.

12. Assignment:

The Construction Manager may not assign this contract without the prior written consent of the City.

13. Subcontracting:

Construction Manager may not subcontract any work to be performed, without prior written consent of the City. If such consent is granted, Construction Manager will retain responsibility for all work associated with the Contract. The Construction Manager must identify in writing any trades and the types of work you intend to subcontract in the execution of this Contract.

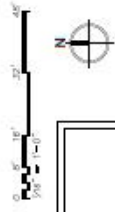
14. Independent Contractor:

The construction manager shall in the performance of the contract at all times be an independent contractor and not an employee or agent of the City. The construction manager, its officers, employees and agents shall at no time represent the construction manager to be other than an independent contractor or represent themselves to be other than employees of the construction manager.

Exhibit A – Conceptual Plan  
For Reference Only



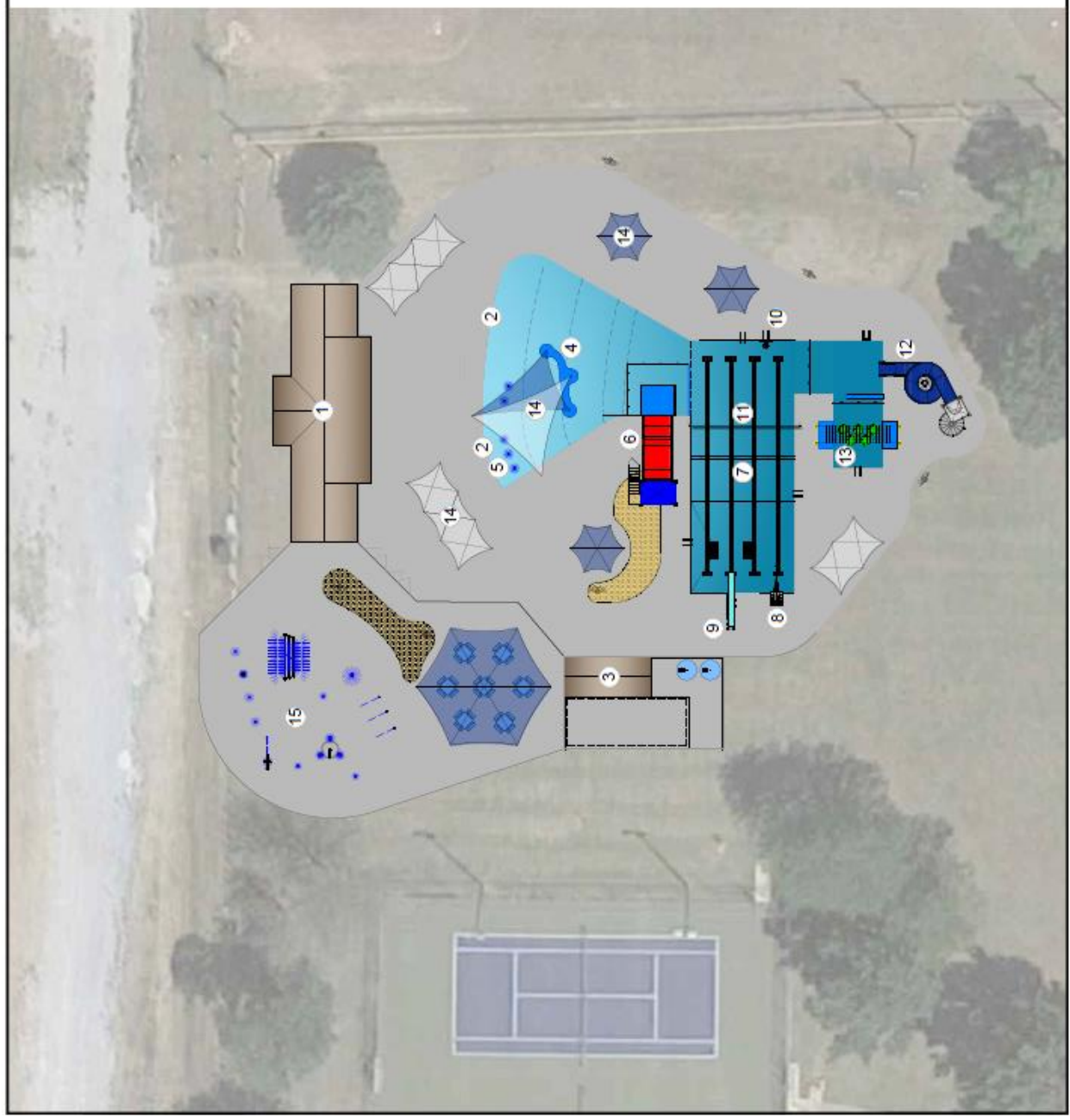
Shallow Play Area	2,700	S.F.
Lap Area	3,100	S.F.
Total Water Surface Area	5,800	S.F.
Concrete Deck Area	17,200	S.F.
Rockscape Deck Area	820	S.F.
Splashpad	2,500	S.F.



- 1 Bathhouse
- 2 Zero Depth Entry
- 3 Filler Building
- 4 Water Bench
- 5 Pool Bubbles
- 6 Family Slide
- 7 25 Yard Lap Lanes
- 8 Zip Line Feature
- 9 1 Meter Diving
- 10 Basketball Goal
- 11 Volleyball Net
- 12 Water Slide
- 13 Water Walk
- 14 Shade Structure
- 15 Splash Pad

Concept 1  
 Aquatic Center  
 Garden Plain, KS  
 10/10/2024

11205 W. 79th St.  
 Lenexa, KS 66214  
 t. 913.438.4338  
 www.WedesignPools.com





**To:** Garden Plain City Council  
**FR:** City Clerk Kimberly McCormick  
**RE:** **Resolution 238 – Adjust Water Rates for Wholesale Customers**

**Background:**

As previously reported to the Council, staff has been working with Kansas Municipal Utilities (KMU) on a rate review for the water and wastewater utilities. During the review process it was discovered that the water rate charged to wholesale customers out of the City limits, specifically at Cheney Lake, were out of line and less than rates charged to other similar customers. The attached Resolution 238 amends this rate to be more in line with other similar customers that receive City of Garden Plain treated water.

The results of the rate studies from KMU for other commercial and residential customers will be presented to the Council at an upcoming meeting. The water rate study was funded by a federal grant from the EPA, through KMU.

**Recommended Action:** The City Council is asked to:

1. Review and approved Resolution 238

**Attachments:**

- A. Resolution 238

**RESOLUTION 238**

**A RESOLUTION ESTABLISHING PRICING FOR THE MUNICIPAL WATER SYSTEM OF THE CITY OF GARDEN PLAIN, KANSAS.**

WHEREAS, the Governing Body of the City of Garden Plain, Kansas has established an ordinance governing the operation of the Municipal Water System; and

WHEREAS, the Governing Body of the City of Garden Plain, Kansas seeks to establish uniform pricing for consumers of the Municipal Water System.

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

1. The following pricing is established for water to all consumers supplied by the Municipal Water System of The City of Garden Plain, Kansas:

**RESIDENTIAL PREMISES INSIDE CITY LIMITS:**

\$20.00/month minimum for the first 1,000 gallons  
\$3.00 for each unit (1,000 gallons) from 1,001 to 9,999 gallons  
\$3.25 for each unit (1,000 gallons) from 10,000 to 19,999  
\$3.50 for each unit (1,000 gallons) thereafter

**MULTI-FAMILY STRUCTURES ON A SINGLE METER INSIDE CITY LIMITS:**

\$60.00/month minimum for the first 1,000 gallons  
\$3.00 for each unit (1,000 gallons) from 1,001 to 9,999 gallons  
\$3.25 for each unit (1,000 gallons) from 10,000 to 19,999 gallons  
\$3.50 for each unit (1,000 gallons) thereafter

**RESIDENTIAL PREMISES OUTSIDE CITY LIMITS (Subject to Exception below):**

\$26.00/month minimum for the first 1,000 gallons  
\$3.75 for each unit (1,000 gallons) from 1,001 to 9,999 gallons  
\$4.00 for each unit (1,000 gallons) from 10,000 to 19,999 gallons  
\$4.25 for each unit (1,000 gallons) thereafter

**EXCEPTION TO RESIDENTIAL PREMISES OUTSIDE CITY LIMITS:**

The rates for water to all consumers outside the city limits of the city of Garden Plain, but inside the established limits of any water benefit or improvement district duly organized or incorporated under the laws of the State of Kansas which has constructed a water system in accordance with the applicable state statutes and specifications; and the design for such water system has been approved by the engineer for the City of Garden Plain and which benefit district or improvement district has dedicated said water system to The City of Garden Plain, shall be the same as residential premises inside the city limits.

**NON-RESIDENTIAL USE INSIDE CITY LIMITS:**

\$24.00/month minimum for the first 1,000 gallons  
\$3.00 for each unit (1,000 gallons) from 1,001 to 9,999 gallons  
\$3.25 for each unit (1,000 gallons) from 10,000 to 19,999 gallons  
\$3.50 for each unit (1,000 gallons) thereafter

NON-RESIDENTIAL USE OUTSIDE CITY LIMITS:

- \$35.00/month minimum for the first 1,000 gallons
- \$3.75 for each unit (1,000 gallons) from 1,001 to 9,999 gallons
- \$4.00 for each unit (1,000 gallons) from 10,000 to 19,999 gallons
- \$4.25 for each unit (1,000 gallons) thereafter

WHOLESALE WATER SALES:

- \$40.00/month minimum for the first 1,000 gallons
- \$4.00 for each unit (1,000 gallons) from 1,001 to 9,999 gallons
- \$4.25 for each unit (1,000 gallons) from 10,000 to 19,999 gallons
- \$4.50 for each unit (1,000 gallons) thereafter

BULK WATER SALES:

- \$52.75 first 1,000 gallons
- \$4.00 for each additional unit (1,000 gallons) from 1,001 thereafter

ADOPTED BY THE GOVERNING BODY OF THE CITY OF GARDEN PLAIN, KANSAS THIS 2<sup>nd</sup> DAY OF APRIL 2025.

---

Kevin Hammond, Mayor

ATTEST:

---

Kimberly McCormick, City Clerk

---

**To:** Garden Plain City Council  
**FR:** Public Works Superintendent Tylor Struckman  
**RE:** **Consider Quotes to Relocate Playground Equipment at City Park**

**Background:**

Due to the construction of the new municipal aquatic facility (AKA Municipal Pool) the playground equipment in City Park needs to be relocated to the east, closer to the water tower. Attached are estimates for the required work:

1. Earth/Dirt Work: \$9,100: (See Attachment A from Johnny Friesen Construction)
  - a. Work being estimated is a dirt pad for the City Parks playground equipment to be relocated to. The dirt pad will be 97'x61' and height will vary from 2' to 3' tall because of the slope at the location. The material for the pad will be hauled in, leveled and compacted. The described above is the only work to be done, anything beyond that will be considered an extra. Extras are charged at a discussed rate or charged hourly.
2. Relocation and repair of current playground equipment: \$11,016: (See Attachment B from Versasport)
  - a. Relocation of current playground equipment and repairs to rusted out parts.
3. City staff will perform the relocation of the current rubber mulch around the playground equipment, as well as the plastic boarder that contains the mulch. By performing this work in-house, it saved approximately \$8,000 from the original relocation quote from Versasport.

**Recommended Action:** The City Council is asked to:

1. Review and approve the estimate from Johnny Friesen Construction for required dirt work to relocate the City Park playground equipment.
2. Review and review the estimate from Versasport to relocate the current playground equipment and perform the necessary repairs to the playground equipment.
3. Direct Public Works Staff to remove and relocate the existing City Park playground rubber mulch and plastic edging.

**Attachments:**

- A. Estimate from Johnny Friesen Construction for Dirt Work
- B. Estimate from Versasport for relocation and repairs of current City Park playground equipment

# ESTIMATE

**JONNY FRIESEN CONSTRUCTION**  
PO Box 15  
Murdock, KS 67111

jonny\_friesen@yahoo.com  
+1 (620) 491-0486  
jonnyfriesenconstruction.com



**Bill to**  
City of Garden Plain

## Estimate details

Estimate no.: 1116  
Estimate date: 03/17/2025  
Expiration date: 04/17/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Work being estimated is a dirt pad for the City Parks playground equipment to be relocated to. The dirt pad will be 97'x61' and height will vary from 2' to 3' tall because of the slope at the location. The material for the pad will be hauled in, leveled and compacted. The described above is the only work to be done, anything beyond that will be considered an extra. Extras are charged at a discussed rate or charged hourly.			
2.		<b>skid steer and compactor</b>	Equipment work leveling and compacting dirt pad	1	\$4,300.00	\$4,300.00
3.		<b>fill dirt</b>	24 semi and belly dump loads of fill dirt delivered @ \$200 per load. A belly dump load is 25 tons	24	\$200.00	\$4,800.00
					<b>Total</b>	<b>\$9,100.00</b>
					Expiry date	04/17/2025

Accepted date

Accepted by

**Versasport LLC**  
 4957 N. Ridge Rd  
 Wichita, KS 67205  
 (316) 259-8974  
 lee@versasportks.com



**ADDRESS**  
 Tylor Struckman  
 City of Garden Plain  
 620 Section Line Road  
 Garden Plain, KS 67050

**SHIP TO**  
 Tylor Struckman  
 City of Garden Plain  
 620 Section Line Road  
 Garden Plain, KS 67050  
 316-258-0418

**Estimate VS-2651**

**DATE** 03/10/2025

**EXPIRATION DATE** 05/10/2025

**P.O. NUMBER**  
 Relocate Playground - Option 2

**SALES REP**  
 Lee Engler

**PHONE NUMBER**  
 316-259-8974

DESCRIPTION	QTY	RATE	AMOUNT
Site Preparation New Location - Strip Sod, Earthwork By Owner	1	0.00	0.00
Demo - Remove plastic borders (72), ADA Ramp, and safety surfacing (4362 SF) By Owner	1	0.00	0.00
Demo - Remove existing play equipment for relocation. Includes removing concrete footings	1	4,440.00	4,440.00
Play Equipment Installation - PlayPower playset w/roof, teeter-totter, three bay swing set, and carousel.	1	5,398.00	5,398.00
New transfer station stairs (and hardware), and Aluminum Post Caps (missing from existing set, for large playset. includes freight.	1	1,178.00	1,178.00
Re-install existing plastic borders Quantity ( 55) and (1) ADA Ramp By Owner	1		0.00
Re-install Safety Surfacing/Loose Rubber - SF: 4305, Min . 6" depth Includes new geotextile separation fabric. By Owner	1		0.00

Please make checks payable to Versasport LLC

Organization must provide Sales Tax Exemption Certificate and Project Exemption Certificate at time of project acceptance. If not available, applicable sales tax will be included.

SUBTOTAL	11,016.00
TAX	0.00

Public utilities will be located by local 811 One-Call before excavation. Private utilities and irrigation system lines are to be located by and responsibility of Owner. Additional cost may incur if unforeseen conditions, such as roots, buried rubble, bed rock or concrete hinders normal excavation.

Approve this estimate and return to VersaSport LLC to make order. An invoice will be sent by QuickBooks to customer for online payment or other payment option.

<b>TOTAL</b>	<b>\$11,016.00</b>
--------------	--------------------

Accepted By

Accepted Date

Please make checks payable to Versasport LLC

# Duramax

## 62345 RETURN STEP

### PARTS LIST

<b>DESCRIPTION</b>	<b>No. REQ'D</b>	<b>PART NUMBER</b>
Return Step	1	306825
Small Kick Plate	1	305741
Support Pipe	2	168470
<b>Hardware Complete</b>	1	307321
3/8" Lock Nut	4	804353*
3/8" Tee Nut	2	804556*
3/8" x 1" P.B.H.C.S. w/Patch	4	812050*
3/8" x 1 3/4" P.B.H.C.S. w/Patch	2	812054*
3/8" Lock Washer	2	817334*
3/8" Flat Washer (1 1/4" O.D.)	10	817424*

**Unless Otherwise Specified, All Units of Measure are Each  
\*Included in Hardware**

**Warning: Small parts and hardware items may present a potential choking hazard. Promptly remove all unused parts from play area. Any bolt end protruding more than two full threads beyond the face of the nut causes risk of clothing entanglement. Promptly cut-off flush, file smooth, and treat to prevent corrosion.**

**Note: Peen Tee-Nuts and Flatwashers to match radius of pipe after assembly is complete.**

**Note: Loctite (supplied by others) should be used on any non-patch hardware.**

### **INSTALLATION INSTRUCTIONS:**

1. Locate the Triangle Transfer Point to attach the Return Step.
2. Dig Holes to receive the Support Pipes according to dimensions shown in Plan View. Footing Dimension is specified in Elevation View.
3. Attach the Small Kick Plate to the Modular Platform using 3/8" x 1" P.B.H.C.S. w/Patch, 3/8" Flat Washer (1 1/4" O.D.) and 3/8" Lock Nut as shown in Detail 106. Note that the Small Kick Plate recessed area goes on top and attaches behind deck or platform.
4. Attach the Return Step to the lower part of Small Kick Plate using the same hardware and Detail as in step 3. (Detail 106)
5. Attach the Support Pipes to the lower slots on the sides of the Return Step with 3/8" x 1 3/4" P.B.H.C.S. w/Patch, 3/8" Lock Washer, 3/8" Flat Washer (1 1/4" O.D.), and 3/8" Tee Nut. See Detail 124.
6. Plumb and level the entire assembly. Pour concrete footings within 4" to the top and taper away from supports to allow drainage. Allow to cure at least 48 hours before use.
7. Eliminate sharp points and sharp edges (burring) on installed hardware like bolts, nuts etc. Install resilient surfacing material within the use zone of play structure in accordance with ASTM specifications F1292 appropriate for the fall height of each structure. Refer to the Safety Guidelines.

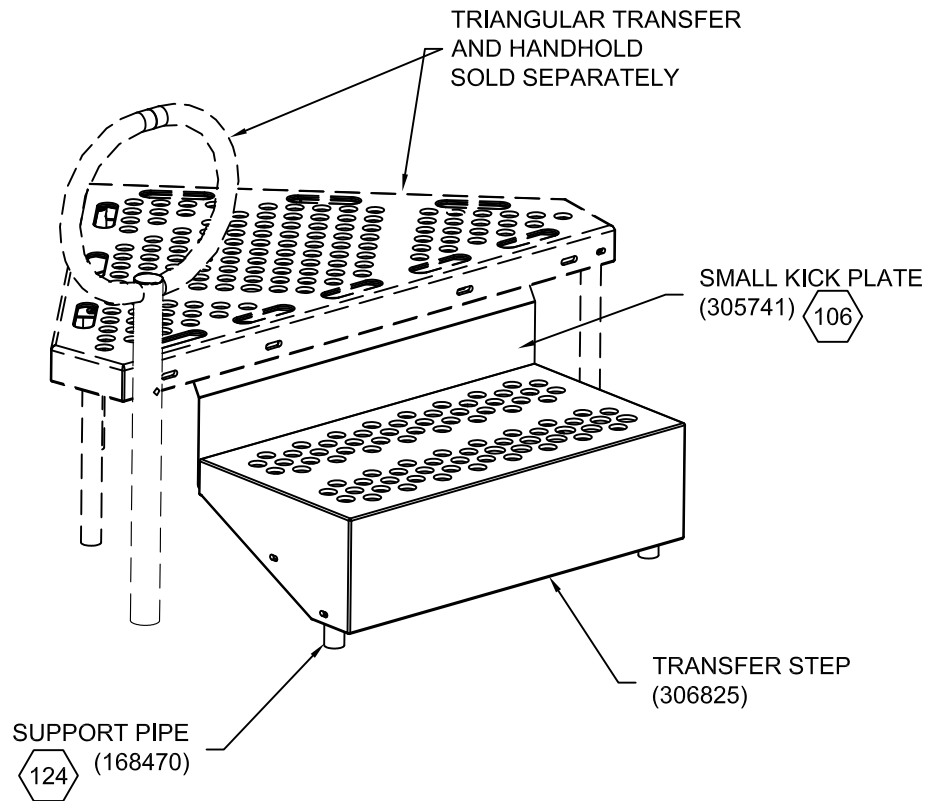
### **MAINTENANCE PROCEDURE:**

Periodically check hardware for tightness, and tighten as necessary, also check if the entrapments and protrusions still satisfactory. Always check all metal parts for paint peeling, corrosion and touch up if necessary. Check all parts for crack, breakage or wear, and immediately put equipment out of service until any faulty parts found are repaired or replaced. Check periodically resilient surfacing for appropriate depth and remove extraneous materials that could cause injury, infection, or disease. Maintain detailed installation, inspection, maintenance, and repair records for each public-use playground equipment.



# Duramax

## 62345 RETURN STEP

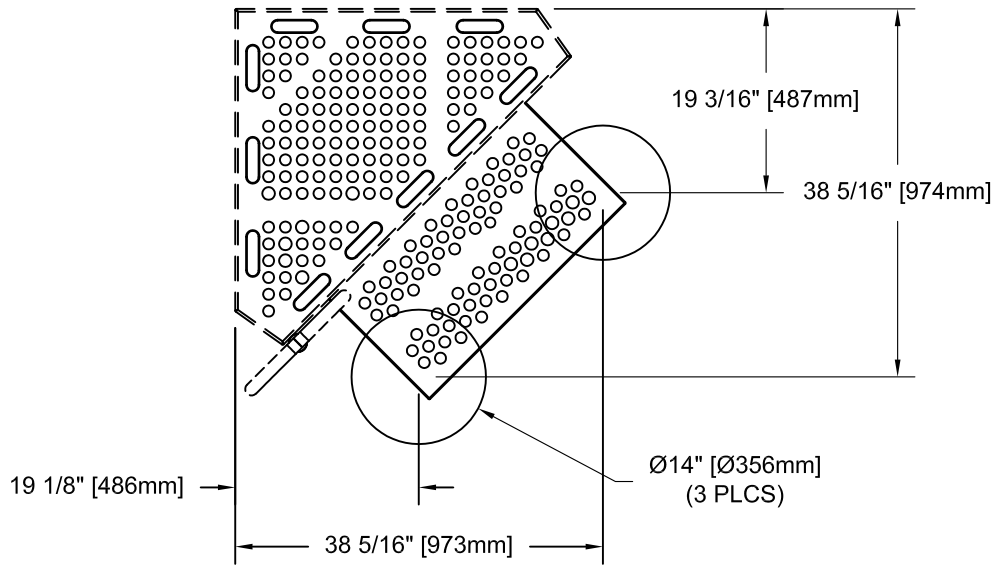


### FINISHED ASSEMBLY

=INSTALLATION DETAIL

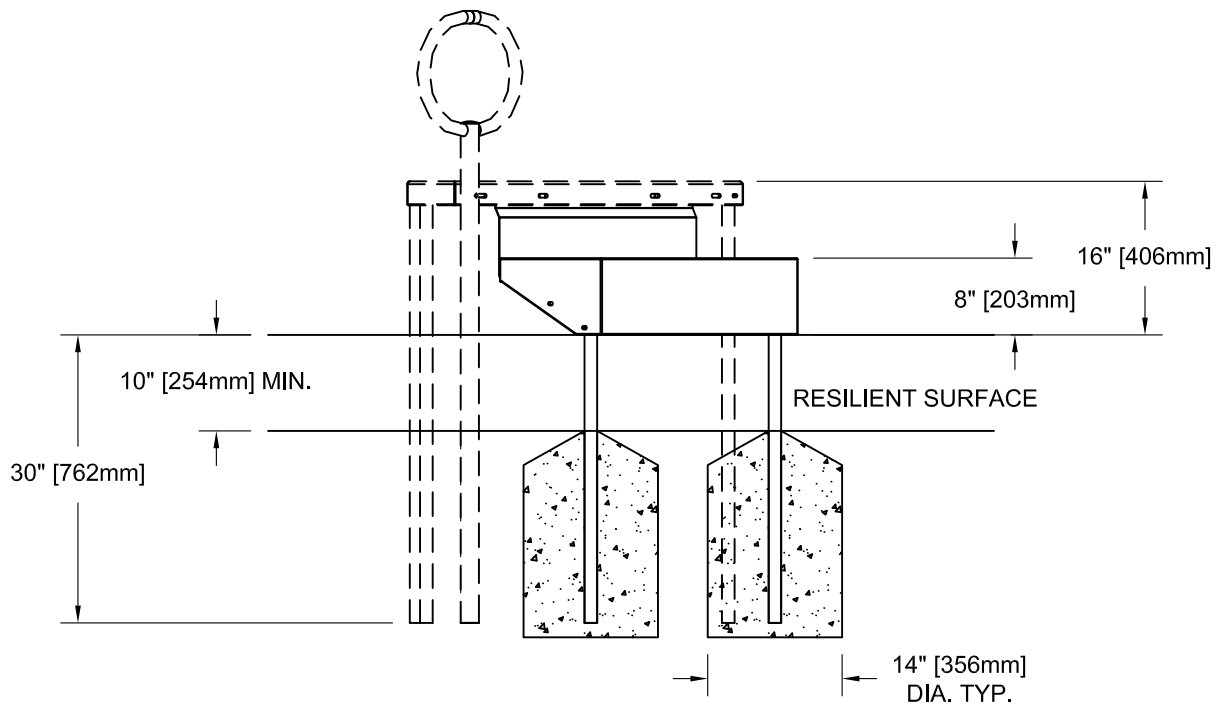
# Duramax

## 62345 RETURN STEP

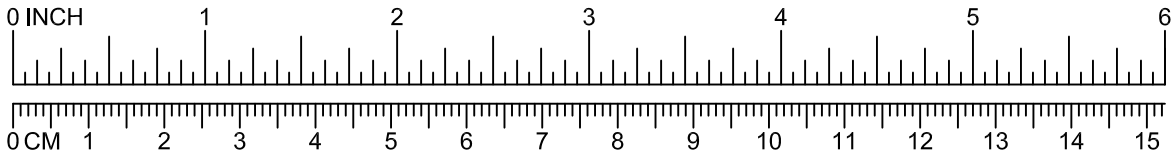


**PLAN VIEW**

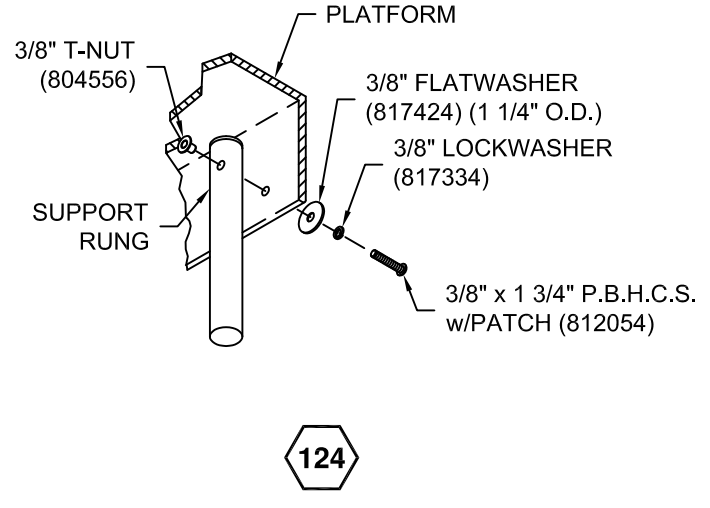
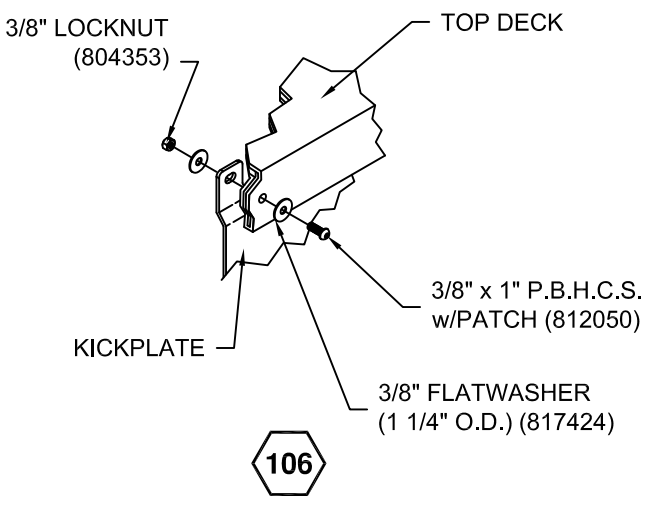
CONCRETE REQUIRED:  
.20 CUBIC YARDS  
[.15 CUBIC METERS]

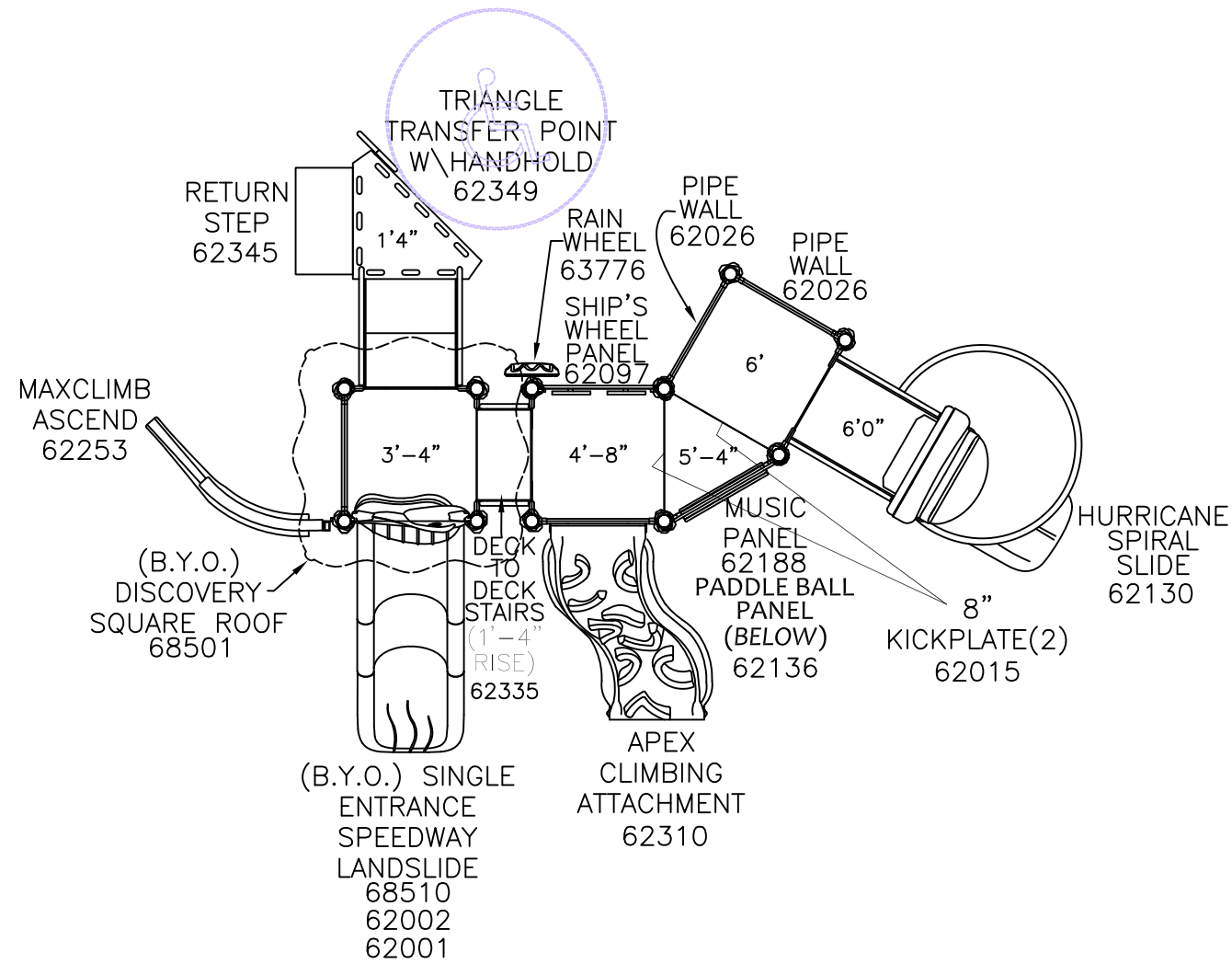


**ELEVATION VIEW**

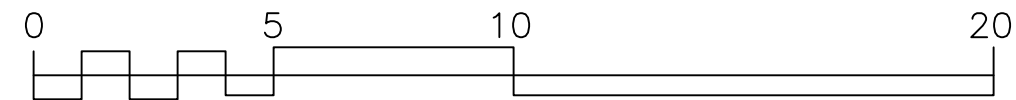


# 62345 RETURN STEP





ORDER #2031605



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment

Total Elevated Play Components	6		
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	6	Required	3
Total Accessible Ground Level Components Shown	2	Required	2
Total Different Types Of Ground Level Components	2	Required	2

**play&park structures**  
A PLAYCORE Company  
401 Chestnut St., Ste. 310  
Chattanooga, TN 37402  
800-727-1907  
www.playandpark.com



City Of Garden Plain  
505 N. Main  
Garden Plains, KS 67050  
Representative  
BYO Playgrounds

"Super Summit"  
4017B-PP

This play equipment is recommended for children ages  
5-12

Minimum Area Required:  
33'-2" x 26'-1"  
Scale: 1/4" = 1'-0"  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Drawn By:  
J. Swiecichowski/njsanders  
Date:  
9/30/2011; 2/01/2012  
Drawing Name:  
675-60153A





**To:** Garden Plain City Council  
**FR:** City Administrator Kelly McElroy  
**RE:** **Consider Purchase of Picnic Tables for City Park**

**Background:**

In November 2024 staff submitted a grant application to the Kansas Department of Health and Environment (KDHE) for grant funds to pay for 50% of three standard size (8') picnic tables and one ADA accessible table for City Park. The total cost of the tables requested in the grant application was \$4,416. Last week staff received notification that the grant request was declined due to an overwhelming number of applicants. Staff seeks direction from the City Council as to whether they would like to move forward with the purchase of all or some of the tables without grant funds.

Due to the unexpectedly high cost of the relocation of the playground equipment at City Park, staff recommends that we do not purchase tables at this time and utilize city funds toward the relocation of the playground equipment and necessary dirt work.

**Recommended Action:** The City Council is asked to:

1. Provide staff with direction as to the purchase or decline of the proposed picnic tables, since grant funding was not awarded.

**Attachments:**

None

**To:** Garden Plain City Council  
**FR:** Public Works Superintendent Tylor Struckman  
**RE:** Receive a Report on Issues with the City Public Works Dump Truck

**Background:**

Over the past several months public works staff discovered multiple issues with the City's 1993 dump truck. The vehicle was inspected for Department of Transportation (DOT) standards at Inland Truck Parts and Service last week. The report identified multiple repair/replacement items, due to lack of maintenance over the years. It is the opinion of Inland that the vehicle is not considered safe to drive. It is currently parked at the City public works shop. Attachment A includes a list of some of the identified issues by Inland Truck that need repair or replacement before the truck can be considered operable again. In addition to the below list of needed updates and repairs, the dump bed of the truck is rusted out and cannot be repaired; must be replaced.

- The cab is rusted out in the following areas: the cab mounting, floor, rocker panels, and firewall. The cab mounts being rusted out make it unsafe, as the cab could shift or come loose while driving. The rockers are a concern as they have sharp edges that the driver could encounter when entering or exiting the truck. There is severe rust on the bed, and the hitch mounting is also rusted. The pintle hitch latch is rusted and inoperative.
  - All of the brakes have less than 25% of their lining, and the drums are worn.
  - The tires are 15 years old and worn
  - The exhaust is rusted and needs major repair
  - The steering gear is leaking
  - The right mud flap is missing
  - The alternator belt needs to be replaced
  - The oil pan is rusted, and the drain plug is leaking
  - The glad hands are damaged
  - The passenger blind spot mirror is broken
  - The washer nozzles are broken
  - Several lights are inoperable and will need to be repaired or replaced
  - The passenger side fuel tank is leaking at the crossover tube

Inland truck stated that in the trucks current condition it should not be operated on road. The estimated cost of repairs/replacement is significantly more than the value of the vehicle.

**Recommended Action:** The City Council is asked to:

1. Provide staff direction regarding repair and/or replacement of the dump truck.

**Attachments:**

- A. Inland Truck DOT Inspection Report



3610 South Norman Street  
WICHITA, KS 67215  
(316) 945-0255

# PICK TICKET

**SO #** SO-2490743  
**Date** 03/27/2025  
**Writer** Jeff Westlie  
**Page** 1 of 2

**Inv:**Cust 08:08    **Cust acct#** 007156    **Cust PO#**

**Sold to:** City Of Garden Plain - AP Dept  
505 N. Main  
Po Box 336  
Garden Plain, KS 67050

**Ship to:** City Of Garden Plain - AP Dept  
505 N. Main  
Po Box 336  
Garden Plain, KS 67050

<b>Contact</b> Tyler	<b>Payment terms</b> Due on the 10th	<b>Ship via</b> None Specified46
<b>Contact phone</b> (316) 258-0418	<b>Primary phone</b> (316) 531-2321	Prepay and Add

<b>Vehicle info:</b>	<b>Year/Make/Model</b> 1993 / IHC / 4900	<b>Cust Unit #</b>
	<b>VIN/Short VIN</b> 1HTSDPPRXP482632 / PH482632	<b>Miles/Hours</b> 0 / 0

**Repair Order no.** RO - RO-0311587    **Operation #** 1

**Condition** Annual inspection (see Jeff W)

**Correction** Conduct a DOT inspection and report the truck's condition to the customer.

The following defects were found:

- The cab is rusted out in the following areas: the cab mounting, floor, rocker panels, and firewall. The cab mounts being rusted out make it unsafe, as the cab could shift or come loose while driving. The rockers are a concern as they have sharp edges that the driver could encounter when entering or exiting the truck. There is severe rust on the bed, and the hitch mounting is also rusted. The pintle hitch latch is rusted and inoperative.
- All of the brakes have less than 25% of their lining, and the drums are worn.
- The tires are 15 years old and worn
- The exhaust is rusted and needs major repair
- The steering gear is leaking
- The right mud flap is missing
- The alternator belt needs to be replaced
- The oil pan is rusted, and the drain plug is leaking
- The glad hands are damaged
- The passenger blind spot mirror is broken
- The washer nozzles are broken
- Several lights are inoperable and will need to be repaired or replaced
- The passenger side fuel tank is leaking at the crossover tube

Part number	Description	Qty	Del	Rem	Avail	Bin 1	Bin 2	Unit price	Ext. price
<b>Labor</b>									221.25
<b>Shop supplies</b>									22.13

<b>Total merchandise</b>	22.13
<b>Total cores</b>	0.00
<b>Total labor</b>	221.25
<b>Tax amount</b>	0.00
<b>Invoice total</b>	\$243.38

**Received by** \_\_\_\_\_

*See warranties on final page*

## **TERMS AND CONDITIONS**

The customer (hereinafter “you” or “customer”) acknowledges and agrees to the following terms and conditions when purchasing parts from or engaging Inland Truck Parts Company (hereinafter “we” or “us”) to perform services of any kind. These terms and conditions apply to any purchase order, invoice, statement of work or other document provided by us to any customer. Receipt of the following terms and conditions shall be an effective acceptance of the terms herein.

### **LIMITED WARRANTY**

We warrant to the original purchaser of the products rebuilt, reconditioned or remanufactured by us that, for a period of 60 days from the date of the sales invoice covering such products, such products will be free from defects in materials and workmanship under normal service and use. This warranty shall not apply to any products which have been subject to misuse, abuse, negligence, accident or unauthorized repairs or alterations, including by way of illustration only and not by way of limitation, improper installation, lack of lubrication or use of improper lubricants. No product will be eligible for this warranty unless it is returned to our shop with transportation charges prepaid for our inspection within 90 days from the date of the sales invoice for such product. Our obligation under this warranty and customer’s exclusive remedy shall be limited, as we may elect, either to the repair or replacement of any products our examination shall disclose to our satisfaction to be defective, free of charge at our shop, or to payment of an amount equal to the original purchase price of such products per our invoice. **THIS IS A LIMITED WARRANTY.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER BASED UPON OR CAUSED BY BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER CAUSE OR LEGAL THEORY EVEN IF WE ARE UNABLE TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS.** Some states do not allow the exclusion or limitations on warranties or remedies. In such states, all or part of the exclusions or limitations contained in this invoice may not apply.

All new products and factory rebuilt, reconditioned or remanufactured products are warranted by their respective manufacturers, not by us. All used or second-hand products are sold “AS IS” and without any express or implied warranties. We shall not be liable for any labor charges incurred by customer in connection with the removal, replacement, adjustment or repair of any defective products. The customer also acknowledges that we shall not be responsible for the loss or damage to any vehicle or equipment which the customer leaves at our shop, or to any accessories or contents thereof, resulting from theft, fire, collision or any other cause. We shall conduct all labor services and provide all parts in a good and workmanlike manner but shall have no liability related to our services or parts to the customer or any other parties for losses sustained or liabilities incurred, except such as may result from gross negligence or willful misconduct.

The customer shall reimburse us for all costs and expenses, including reasonable attorneys’ fees incurred by us in collecting amounts due and payable.

### **ENTIRETY OF AGREEMENT**

The customer hereby acknowledges that the terms contained herein are a complete statement of the relationship between us and the customer in connection with the services and/or products provided to the customer. The terms contained herein amend, restate, supersede and terminate any and all prior agreements between us and the customer, whether written, implied or oral, including any terms and conditions or any other similar documents.