

COUNCIL AGENDA

March 21, 2023 ★ 6:30 p.m.



317 South Washington ★ Wellington, Kansas 67152

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

Reverend Isaac Chua of First United Methodist Church

IV. ROLL CALL

V. AUDIENCE PARTICIPATION

- 1) Sumner County Economic Development Update – Stacy Davis, Director, SCEDC
- 2) Wellington Parks Special Development Update- Laura Lombardi

VI. CONSENT AGENDA

A. APPROVAL OF MINUTES

- 1) Regular Session of March 7, 2023

B. APPROVAL OF APPROPRIATIONS

- 1) Payroll Report for February 26, 2023 to March 11, 2023
- 2) Claims Register for March 1, 2023 to March 17, 2023

C. RECEIPT OF COUNCIL CORRESPONDENCE

- 1) Police Activity Report for February 2023
- 2) Ambulance Monthly Financial Report for February 2023
- 3) FIRE/EMS Activities/Overtime/Revenue Report for February 2023
- 4) Park Board Minutes for February 13, 2023
- 5) Media Release: Street Work (Mastic Seal)

VII. REPORTS OF MAYOR AND COUNCIL

VIII. REPORTS OF CITY OFFICIALS

- 1) Neighborhood Stabilization Program: Memo City Manager Jeff Porter

IX. PUBLIC HEARING

X. ORDINANCES

- 1) AN ORDINANCE AMENDING SECTION 40-709(12) AND CREATING SECTION 40-709a.

XI. RESOLUTIONS

- 1) A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA, KANSAS FOR DESIGN ENGINEERING SERVICES IN THE AMOUNT OF \$54,900.00 FOR THE PLUM STREET RECONSTRUCTION PROJECT
- 2) A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA, KANSAS FOR DESIGN ENGINEERING SERVICES IN THE AMOUNT OF \$47,300.00 FOR THE EAST US-160 CCLIP PROJECT
- 3) A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE WORK ASSOCIATED WITH THE PAVEMENT REHAB IMPROVEMENTS TO THE WELLINGTON MUNICIPAL AIRPORT WITH SCREED TECH, LLC. FOR FAA AIP PROJECT NO. 3-20-0087-019/020-2023
- 4) A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT FOR CONSULTING SERVICES FOR IMPROVEMENTS TO THE WELLINGTON MUNICIPAL AIRPORT WITH H. W. LOCHNER, INC. FOR FAA AIP PROJECT NO. 3-20-0087-019/020-2023

- 5) A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO SIGN THE FINAL PLAT OF LAZY D RANCH IN THE CITY OF WELLINGTON, SUMNER COUNTY, KANSAS
- 6) RESOLUTION APPROVING ORDER FOR VACATION AND PROVIDING FOR THE EXECUTION AND FILING THEREOF

XII. STUDY ITEMS

XIII. EXECUTIVE SESSION

- 1) Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, 75-4319(b)(2)

FUTURE AGENDA ITEMS

- 4/4-4/5 SURA Forum-Sign-Up
- 4/4 Res: Ambulance Chassis Remount & Lease
- 4/4 Special Drug & Alcohol Advisory Board Allocation Recommendations

ADJOURN

The Council of the City of Wellington, Kansas, met in Regular Session on March 7, 2023 at 6:30 p.m., in the City Council Room, City Administration Center, with Council Chair Joe Soria presiding.

The Pledge of Allegiance was led by Council Chair Joe Soria.

The Invocation was given by Reverend Isaac Chua of First United Methodist Church.

Council members Kevin Dodds, Robert Hamilton, Guy Leitch, Rick Roitman, Joe Soria, and Mike Westmoreland were all present at roll call. Mayor Valentine was not present at roll call, but had given prior notice that he would not be in attendance.

Members of the Staff present were City Manager Jeff Porter, City Clerk/Finance Director Heidi Theurer, Assistant City Manager of Utilities/IT Jason Newberry, City Attorney Shawn DeJarnett, Public Works Director Jeremy Jones, Airport Manager Matt Wiebe, and Accounts Payable Clerk Lori Hernandez.

AUDIENCE PARTICIPATION

Cowley College/Sumner Campus Update-Jan Grace, Campus Operations Officer. Ms. Grace announced the Robotics Challenge would take place on April 27th and 28th. Washington Elementary is having their own robotics competition at the college in April. She reported that enrollment numbers are the same as reported last month and remain higher than last year. The online classes for summer programs are coming together.

Sumner County Economic Development Update-Stacy Davis, Director, SCEDC—Ms. Davis gave prior notice that she would not be able to attend.

Engaged Kansas Presentations; Valerie Earl, Chamber Director. Ms. Earl announced the Engaged Kansas event to support public service would be held on April 12th at 5:30 p.m. at the Wellington High School. She explained that multiple groups were supporting this initiative to work collectively for common goals. The presentation will be led by Joel Leftwich. She encouraged Council members to attend since they have first-hand experience with running for local office and could motivate others to do so too.

Ms. Earl also announced Ladies Night Out will be April 1st, with tickets available until March 23rd.

Lastly, she stated USA Communications will be the Premium Sponsor of Wheat Festival this year and the button contest is going on now. The dates for the 2023 Wheat Festival will be July 11th – 15th.

217 S. Drexel: Landfill Fee Waived; Gretchen Moore. Ms. Moore stated the property was purchased in July 2021 knowing the house would need to be torn down. Fire Chief Tim Hay after learning about the demolition asked if the house could be used for fire training and she agreed. Recently, she contracted with Mr. Justin Beltz to tear down the house and is asking that estimated dump fees of \$900 be waived. Council member Westmoreland asked about the landfill budget. Public Works Director Jones responded that fees waived thus far were not budgeted. He further added that several pieces of equipment needed replacing. The current clerk's report indicated a contingency amount of \$91,000 but did not include a \$38,000 Plumb Thicket bill. Thus the landfill has an approximate balance of \$50,000. Council member Westmoreland asked if there was another fund that could be used. City Manager Porter responded we could hold the Enterprise Fund harmless and use the General Fund or the Demo Fund. Mr. Westmoreland asked if there was any agreement with the Fire Department or City regarding the use of the structure. Ms. Moore responded that there was no agreement. Council member Leitch added that the dump fees are a lot less than what the City would pay for a demolition. Ms. Moore gave a plea to the Council since her life was turned upside down due to her late husband's passing. Council member Hamilton asked why the dump fees were not included into the demo contract. He stated that Council had started a precedent with waiving dump fees and at some point would have to say no. Council member Roitman stated his agreement with Council member Leitch that we should look at waiving dump fees when the owner pays for the demo. He did not see this as an epidemic and doubts Council will see these requests at every meeting. Council member Soria stated Landfill has two sanitation trucks down, plus needs sanitation software. Mr. Soria commented he had

torn down a rental house recently and paid for it, and the price included the dump fees. Council member Dodds stated his agreement with Council member Westmoreland and suggested a matching program. Mr. Dodds thanked Ms. Moore for following through with the demo and does not want to deny her request, but requested that Staff develop a policy for the future. Council member Leitch stated that these waived fees contribute to the C&D which does not cost the City anything. Mr. Jones responded that in many cases it does cost the City and is more than just a loss of revenue. Council member Leitch made a motion to waive the dump fees and to use the Demolition Fund and Council member Roitman seconded. The motion carried.

CONSENT AGENDA

Council member Roitman moved to approve the Consent agenda and Council member Dodds seconded the motion. The motion carried. The following items were approved under the Consent Agenda.

➤ **APPROVAL OF MINUTES**

- 1) Regular Session of February 21, 2023

➤ **APPROVAL OF APPROPRIATIONS**

- 1) Payroll Report for February 12 – 25, 2023 in the amount of \$244,324.66
- 2) Claims Register for February 18 – 28, 2023 in the amount of 318,301.86

➤ **RECEIPT OF COUNCIL CORRESPONDENCE**

- 1) Clerk's Report for February 2023
- 2) Electric Waterworks Sewage Utility Operating Report for February 2023
- 3) Local Retailer Sales Tax & Compensating Use Tax for January 2023
- 4) Wellington Public Library 2022 Annual Report
- 5) Special Alcohol and Drug Advisory Board
- 6) Building/Demo Permit Report for February 2023
- 7) Code Enforcement Report for February 2023
- 8) Planning Commission Minutes for December 1, 2022
- 9) Memorial Auditorium Board Minutes for January 5, 2023
- 10) Media Release: Boards and Commissions Vacancies 2023

REPORTS OF MAYOR AND COUNCIL

Council member Dodds asked about the status of repairs to the City pool. Public Works Director Jones responded that the fix would have to be made in house with Staff completing the repairs; all contractors contacted declined the job. He expects the repairs to take a week or less.

Council member Hamilton asked about opening day at the Lake. Public Works Director Jones responded they split the opening into two days, and as of today have 91 spots filled. Trees have been removed on the northwest side in order to fix some drainage issues. The boat ramps are currently closed for now, but hopefully will be reopened later after spring rains. Mr. Hamilton wished the Wellington basketball teams' good luck.

Council member Roitman wished the Wellington basketball teams' good luck at State.

Council member Westmoreland congratulated the basketball teams. He reminded the community about the clean-up at Sellers Park on March 25th. Each resident will be allowed to take a maximum of two loads. He asked about the progress of the downtown restrooms. Ms. Laura Lombardi responded that they have plans back from George Fox University and hope to share more details at the next Council meeting.

Council member Soria asked about an update regarding Verbio. City Manager Porter responded there was no update to report. Mr. Soria asked about the partial building behind McDonalds. Mr. Porter responded that there had been contact made with the owner as well as the contractor, but nothing to report at this time. Mr. Soria asked about the progress for getting the trash truck to Wichita for repairs. Public

Works Director Jones responded that it would need to be towed. Mr. Soria also noted the remodeling progress of a house on north Washington that Council had discussed multiple times in the past.

REPORTS OF CITY OFFICIALS

Cost Benefit Analysis-City Engineer/Contract Engineering. Public Works Director Jones provided an overall explanation based upon the memo included in the Council meeting packet. He explained that PEC is on a retainer for \$800 a month, which includes consultations at two Staff meetings a month. He further explained that PEC has a multitude of various engineers at their disposal to assist with projects as well as specialized software. Projects were still referred to PEC when the City had a dedicated in-house engineer on staff. Specific engineering guidelines are set and must be followed for state or federally funded projects, CCLIPs, and Transportation Alternatives. An in-house engineer would simply act as the liaison between contract engineers and the funding agency, and not defray the costs we are currently paying.

Tax Bill 119 N. Washington-Heidi Theurer, City Clerk/Finance Director. City Clerk Theurer stated a past due tax bill was received last week on the boot shop building. In researching it was discovered the City received a credit on the settlement statement at the real estate closing for January to August, thus the City did owe even though a tax abatement application was submitted and approved. The additional \$629.26 for property taxes on top of the purchase was paid for using ARPA funds, making the total spent equal \$40,527.83.

ORDINANCES

AN ORDINANCE AMENDING SECTION 38-517 AND 38-518 OF THE CODE OF THE CITY OF WELLINGTON, KANSAS, AS IT PERTAINS TO SECURITY LIGHTING SERVICE was introduced and considered. Assistant City Manager of Utilities/IT Newberry explained this action was simply cleaning up the program from 2002. A cost-benefit analysis was performed to ensure costs were covered. It would allow this service to be removed from an Ordinance and be made available in the Clerk's office. Council member Dodds made a motion to adopt the ordinance as presented. Council member Leitch seconded the motion. Upon roll call vote, those voting "AYE" were Council members Hamilton, Leitch, Roitman, Soria, Westmoreland, and Dodds. There were no "NAY" votes. Number 4319 was assigned to this Ordinance.

RESOLUTIONS

A RESOLUTION AUTHORIZING THE CITY MANAGE TO EXECUTE A PURCHASE ORDER WITH MARINE WORLD OF WICHITA, KANSAS FOR A WORK/RESCUE BOAT FOR THE CITY OF WELLINGTON LAKE DEPARTMENT IN THE AMOUNT OF \$31,898.00 was introduced and considered. Public Works Director Jones explained this was to replace a rescue boat. Originally \$30,000 was approved in the budget, but now the figure is closer to \$32,000 because of unexpected freight costs. Council member Dodds made a motion to approve the resolution as presented. Council member Westmoreland seconded the motion. Upon roll call vote, those voting "AYE" were Council members Hamilton, Leitch, Roitman, Soria, Westmoreland, and Dodds. There were no "NAY" votes. Number 6239 was assigned to this Resolution.

OTHER

City Clerk Theurer announced the upcoming Special Alcohol and Drug meeting on March 20th as well as the request deadline.

City Manager Porter reported RV regulations were emailed to Council for review prior to the next meeting. He asked that any comments or suggestions be discussed with himself or City Attorney DeJarnett.

ADJOURN

A motion was made to adjourn and was seconded. The motion carried.

Approved and filed this day March 21, 2023.

Mayor

City Clerk

PAYROLL REPORT
FEBRUARY 26, 2023 THRU MARCH 11, 2023
March 17, 2023

					YR-TO-DATE	YR-TO-DATE
			GROSS	OVERTIME	GROSS	OVERTIME
MAYOR/COUNCIL	001-901	DEPT. TOTAL	\$ 800.00	\$ -	\$ 2,400.00	\$ -
MANAGER'S OFFICE	001-902	DEPT. TOTAL	\$ 7,754.20	\$ -	\$ 46,525.20	\$ -
CLERK'S OFFICE	001-903	DEPT. TOTAL	\$ 8,122.40	\$ -	\$ 48,734.43	\$ -
UTILITY OFFICE	001-904	DEPT. TOTAL	\$ 6,848.05	\$ 41.45	\$ 41,087.71	\$ 248.08
CUSTODIAL	001-909	DEPT. TOTAL	\$ 1,133.41	\$ 31.01	\$ 6,645.43	\$ 31.01
IT/GIS	001-910	DEPT. TOTAL	\$ 1,334.20	\$ -	\$ 8,017.57	\$ 12.37
POLICE	001-911	DEPT. TOTAL	\$ 40,308.98	\$ 540.15	\$ 231,825.04	\$ 5,298.34
FIRE	001-912	DEPT. TOTAL	\$ 50,068.01	\$ 11,300.15	\$ 310,333.84	\$ 52,030.76
FACILITIES	001-914	DEPT. TOTAL	\$ 2,271.74	\$ 41.54	\$ 13,561.20	\$ 207.69
PARKS	001-915	DEPT. TOTAL	\$ 6,147.51	\$ 78.21	\$ 36,508.27	\$ 78.21
STREET	001-918	DEPT. TOTAL	\$ 15,985.39	\$ 417.88	\$ 93,027.20	\$ 2,637.95
CEMETERY	001-919	DEPT. TOTAL	\$ 3,000.83	\$ 33.63	\$ 17,900.60	\$ 97.40
BUILDING AND CODES	001-920	DEPT. TOTAL	\$ 7,460.98	\$ 246.78	\$ 41,121.27	\$ 915.03
LEGAL / COUNSEL	001-921	DEPT. TOTAL	\$ 4,584.32	\$ 53.21	\$ 27,455.25	\$ 243.25
LAKE	001-923	DEPT. TOTAL	\$ 5,491.41	\$ -	\$ 32,948.46	\$ -
GOLF COURSE	402-916	DEPT. TOTAL	\$ 6,657.32	\$ 93.75	\$ 40,543.22	\$ 251.36
ELECTRIC PRODUCTION	415-930	DEPT. TOTAL	\$ 17,355.78	\$ 648.36	\$ 106,517.66	\$ 4,325.86
ELECTRIC DISTRIBUTION	415-931	DEPT. TOTAL	\$ 15,860.13	\$ 350.18	\$ 105,669.89	\$ 3,167.19
WATER PRODUCTION	415-932	DEPT. TOTAL	\$ 8,341.83	\$ 140.03	\$ 50,268.36	\$ 411.40
WATER DISTRIBUTION	415-933	DEPT. TOTAL	\$ 10,978.21	\$ 1,616.02	\$ 66,713.82	\$ 10,481.55
WASTEWATER TREATMT.	415-934	DEPT. TOTAL	\$ 7,124.91	\$ 478.59	\$ 47,730.98	\$ 4,294.96
UTILITY NON-DEPT.	415-999	DEPT. TOTAL	\$ 5,661.20	\$ -	\$ 33,967.20	\$ -
SANITATION	430-935	DEPT. TOTAL	\$ 8,945.05	\$ 103.62	\$ 57,045.90	\$ 1,459.70
TRANSFER STATION	430-936	DEPT. TOTAL	\$ 4,827.98	\$ 209.94	\$ 29,088.42	\$ 1,631.87
AIRPORT	441-941	DEPT. TOTAL	\$ 2,093.60	\$ -	\$ 12,561.60	\$ -
SCCDAT GRANT	603-987	DEPT. TOTAL	\$ 3,206.00	\$ -	\$ 19,656.00	\$ -
GRAND TOTAL			\$ 252,363.44	\$ 16,424.50	\$ 1,527,854.52	\$ 87,823.98

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	3/17/23	AFLAC EMPLOYEE CONTRIB PRE	441.03		
			3/17/23	AFLAC EMPLOYEE CONTRIB PRE	441.09		
			3/17/23	AFLAC EMPLOYEE CONTRIB TAX	21.56		
		AFLAC GROUP INSURANCE	3/17/23	AFLAC EMPLOYEE CONTRIB TAX	21.56		
			3/17/23	AFLAC-CAIC GROUP TAXABLE	22.34		
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	3/17/23	AFLAC-CAIC GROUP TAXABLE	22.34		
			3/03/23	RETIREMENT SAVINGS	425.00		
		KANSAS PAYMENT CENTER	3/17/23	RETIREMENT SAVINGS	425.00		
			3/03/23	CHILD SUPPORT	138.46		
		PRE-PAID LEGAL SERVICES	3/17/23	CHILD SUPPORT	138.46		
			3/17/23	EMPLOYEE CONTRIBUTIONS	53.30		
		US BANK	3/17/23	EMPLOYEE CONTRIBUTIONS	53.33		
			3/03/23	KPERS 457	985.00		
		WELLINGTON GOLF CLUB	3/17/23	KPERS 457	1,025.00		
			3/17/23	EMPLOYEE CONGTRIBUTIONS	110.00		
		WELLINGTON RECREATION COMMISSION	3/17/23	EMPLOYEE CONGTRIBUTIONS	110.00		
			3/17/23	EMPLOYEE CONTRIBUTIONS	163.00		
		CITY OF WELLINGTON	3/17/23	EMPLOYEE CONTRIBUTIONS	177.00		
			3/03/23	TRANSFER WITHHOLDING	10,221.28		
		CITY OF WELLINGTON	3/17/23	TRANSFER WITHHOLDING	11,254.25		
			3/03/23	FICA TRANSFER	9,088.26		
		CITY OF WELLINGTON	3/17/23	FICA TRANSFER	9,569.66		
			3/03/23	MEDICARE TRANSFER	2,125.46		
		CITY OF WELLINGTON	3/17/23	MEDICARE TRANSFER	2,238.05		
			3/03/23	KP&F CONTRIBUTION	5,237.18		
		CITY OF WELLINGTON	3/17/23	KP&F CONTRIBUTION	5,430.53		
			3/03/23	KPERS CONTRIBUTION	2,027.59		
		CITY OF WELLINGTON	3/17/23	KPERS CONTRIBUTION	2,043.41		
			3/03/23	KPERS T2 CONTRIBUTION	409.17		
		CITY OF WELLINGTON	3/17/23	KPERS T2 CONTRIBUTION	409.17		
			3/03/23	KPERS T3 CONTRIBUTION	1,755.19		
		CITY OF WELLINGTON	3/17/23	KPERS T3 CONTRIBUTION	1,797.91		
			3/17/23	OPTIONAL LIFE	90.78		
		CITY OF WELLINGTON	3/17/23	OPTIONAL LIFE	90.85		
			3/17/23	OPTIONAL LIFE P & F	77.32		
		CITY OF WELLINGTON	3/17/23	OPTIONAL LIFE P & F	77.36		
			3/17/23	OPTIONAL LIFE SPOUSE	31.33		
		CITY OF WELLINGTON	3/17/23	OPTIONAL LIFE SPOUSE	31.37		
			3/03/23	TRANSFER STATE WITHHOLDING	5,530.13		
		CITY OF WELLINGTON	3/17/23	TRANSFER STATE WITHHOLDING	5,905.22		
				TOTAL:	80,214.94		
		MAYOR AND COUNCIL	GENERAL FUND	VISA	3/01/23	DAYLIGHT~SAFETY COMMITTEE	39.64
					3/08/23	GOOGLE WORKSPACE	36.37
				GOOGLE LLC	3/17/23	FICA TRANSFER	49.60
					3/17/23	MEDICARE TRANSFER	11.60
				CITY OF WELLINGTON		TOTAL:	137.21
		CITY MANAGER	GENERAL FUND	VISA	3/01/23	ORDIANCE 4313	123.62
					3/01/23	LAND BANK 2022 REPORT	52.80
				GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	18.19
					3/03/23	FICA TRANSFER	514.30
CITY OF WELLINGTON	3/17/23			FICA TRANSFER	514.30		
	3/03/23			MEDICARE TRANSFER	120.27		
CITY OF WELLINGTON	3/17/23			MEDICARE TRANSFER	120.27		
	3/03/23			KPERS RETIREE-EMPL CONTRI	165.85		

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	KPERS RETIREE-EMPL CONTRI	165.85
			3/03/23	KPERS INS CONTRIBUTION	65.92
			3/17/23	KPERS INS CONTRIBUTION	65.92
			3/03/23	KPERS CONTRIBUTION	205.90
			3/17/23	KPERS CONTRIBUTION	205.90
			3/03/23	KPERS T2 CONTRIBUTION	349.78
			3/17/23	KPERS T2 CONTRIBUTION	<u>349.78</u>
				TOTAL:	3,038.65
CITY CLERK'S OFFICE	GENERAL FUND	CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC3004EX MAR'23	110.25
		VISA	3/01/23	WSU MARKETPLACE ~ CONFEREN	325.00
			3/01/23	4TH QRT TRASURER'S STMT	191.40
		GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	36.37
		CAPITAL ONE	3/13/23	RED PENS	3.78
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	480.27
			3/17/23	FICA TRANSFER	480.27
			3/03/23	MEDICARE TRANSFER	112.31
			3/17/23	MEDICARE TRANSFER	112.31
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	81.23
			3/17/23	KPERS INS CONTRIBUTION	81.23
			3/03/23	KPERS CONTRIBUTION	204.23
			3/17/23	KPERS CONTRIBUTION	204.23
			3/03/23	KPERS T3 CONTRIBUTION	480.49
			3/17/23	KPERS T3 CONTRIBUTION	<u>480.49</u>
				TOTAL:	3,383.86
UTILITY COLLECTION	GENERAL FUND	ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	24.33
		GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	36.37
		CAPITAL ONE	3/13/23	CANNED AIR	21.88
		CITY OF WELLINGTON	3/17/23	POSTAGE	1,465.28
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	366.42
			3/17/23	FICA TRANSFER	367.91
			3/03/23	MEDICARE TRANSFER	85.69
			3/17/23	MEDICARE TRANSFER	86.05
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	68.25
			3/17/23	KPERS INS CONTRIBUTION	68.49
			3/03/23	KPERS CONTRIBUTION	157.93
			3/17/23	KPERS CONTRIBUTION	157.93
			3/03/23	KPERS T3 CONTRIBUTION	417.34
			3/17/23	KPERS T3 CONTRIBUTION	<u>419.36</u>
				TOTAL:	3,743.23
GENERAL SERVICES	GENERAL FUND	AMAZON CAPITAL SERVICES	3/08/23	RED BINDERS	28.92
		CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC3504EX MAR'23	124.47
		VISA	3/01/23	DLVR IT PRO-ANNUAL	129.50
			3/01/23	NOTICE OF INTENT/KS037-HUD	75.90
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	18.33
		GOOGLE LLC	3/08/23	GOOGLE CLOUD-G SUITE	34.00
		KANSAS DEPT OF HLTH & ENV	3/08/23	2023 UST ANNUAL REGISTRATI	50.00
		MCKESSON MEDICAL -SURGICAL GOVERNMENT	3/17/23	OTC MEDS SUPPLY KITS	59.82
			3/17/23	ACETAMINOPHEN SUPPLIY KITS	25.75
		MUNICIPAL ONE	3/17/23	CMS LICENSE,HOSTING,SUPPOR	2,996.00
		PFALZGRAF LAW OFFICES	3/17/23	AIRPORT QUIET TITLE SERVIC	1,199.66
		REGENT THEATRE	3/17/23	MARCH 2023 CONTRIBUTION	80.00
		TRANSUNION RISK AND ALTERNATIVE DATA	3/08/23	EMPLOYEE BACKGROUND CHECKS	<u>75.00</u>
				TOTAL:	4,897.35

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
JANITORIAL	GENERAL FUND	BUSINESS PROTECTION EQUIPMENT CORP.	3/17/23	MAINT.AGREEMENT SHREDDER	279.50		
		CULLIGAN OF WICHITA	3/08/23	RENTAL & FEE	5.00		
		GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	6.07		
		HAWKINS SERVICES LLC	3/17/23	EXTINGUISHERS ANN. MAINT.	75.00		
		CAPITAL ONE	3/13/23	WASHER HOSE	7.32		
			3/13/23	POP	38.03		
			3/13/23	CRACKERS VENDING MACHINE	7.88		
			3/13/23	POP	26.92		
		WAXIE SANITARY SUPPLY	3/17/23	GLAS CLEANER & WIPES	118.00		
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	65.43		
			3/17/23	FICA TRANSFER	67.36		
			3/03/23	MEDICARE TRANSFER	15.30		
			3/17/23	MEDICARE TRANSFER	15.75		
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	11.02		
			3/17/23	KPERS INS CONTRIBUTION	11.33		
			3/03/23	KPERS CONTRIBUTION	92.93		
			3/17/23	KPERS CONTRIBUTION	95.55		
		WHEAT COUNTRY LAUNDRY	3/17/23	CLEANING RAGS & DUST MOPS	<u>21.00</u>		
				TOTAL:	959.39		
		I. T./G.I.S.	GENERAL FUND	ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	18.33
				GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	6.07
				CITY OF WELLINGTON	3/03/23	FICA TRANSFER	125.56
					3/17/23	FICA TRANSFER	125.56
	3/03/23			MEDICARE TRANSFER	29.36		
	3/17/23			MEDICARE TRANSFER	29.36		
CITY OF WELLINGTON	3/03/23			KPERS INS CONTRIBUTION	21.39		
	3/17/23			KPERS INS CONTRIBUTION	21.39		
	3/03/23			KPERS CONTRIBUTION	67.85		
	3/17/23			KPERS CONTRIBUTION	67.85		
	3/03/23			KPERS T3 CONTRIBUTION	112.47		
	3/17/23			KPERS T3 CONTRIBUTION	<u>112.47</u>		
				TOTAL:	737.66		
POLICE	GENERAL FUND	TEMPORARY VENDO DARREL SCHENCK	3/13/23	DARREL SCHENCK: SNIPER COU	650.00		
		ASSESSMENT STRATEGIES, LLC	3/17/23	PERSONNEL TESTING & INTERV	630.00		
		BAYSINGER UNIFORMS AND EQUIPMENT	3/17/23	EXTERIOR VEST CARRIER	308.00		
		CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC3004 EX MAR'23	102.21		
		VISA	3/01/23	EVIDENCE MAIL	80.26		
			3/01/23	OFFICE SOFTWARE	262.67		
			3/01/23	YRLY KACP MEMBERSHIP	220.00		
			3/01/23	ARROWHEAD FORENSIC	48.51		
			3/01/23	CASEY'S FUEL	30.64		
		CULLIGAN OF WICHITA	3/08/23	EQUIPMENT RENTAL COOLER	7.00		
		CUMMINS SALES AND SERVICE	3/17/23	GENERATOR PLANN AGREE.	591.28		
		EMPAC	3/17/23	EAP COUNSELLING SESSIONS	1,200.00		
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	6,234.38		
		GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	115.15		
		GRANITE TELECOMMUNICATIONS	3/16/23	1/2 911 LOBBY PHONE	32.41		
			3/16/23	PHONE LINES SERVICE	458.23		
		HAWKINS SERVICES LLC	3/17/23	1ST ROUND YARD SPRAY	42.50		
		HUBER & ASSOCIATES, INC.	3/17/23	2023 NETMOTION RENEWAL	360.00		
		KANSAS CRIME STOPPERS ASSOCIATION	3/17/23	2023 CRIME STOPPERS DUES	45.00		
		KANSAS GAS SERVICE	3/13/23	GAS BILL 200 N C STREET	244.72		
KANSAS MUNICIPAL GAS AGENCY	3/16/23	BULK GAS TRANSPORT FEB 202	911.31				
KANSAS NARCOTICS OFFICERS ASSOCIATION	3/17/23	'23 KNOA ANNL CONFERENCE	250.00				

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	'23 KNOA ANNL CONFERENCE	250.00
		KELLY COMPLIANCE	3/13/23	EMPLOYEYEE DRUG SCREENS	35.00
		LAW ENFORCEMENT SYSTEMS, INC.	3/17/23	CRIMINAL TRESPASS WARNING	140.00
			3/17/23	SHIPPING	15.00
		LYON COUNTY SHERIFF'S OFFICE	3/17/23	23' ANNUAL LYONS CNTY SHER	75.00
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	GL - WIPER FLUID	6.49
			3/17/23	WASH BRUSH/1 GAL CARWASH	24.48
			3/17/23	WIPER BLADES VEHICLE 178	25.58
		RABER FORD, LLC	3/17/23	FIX TIRE #179/61823	21.68
		SUMNER COUNTY SHERIFF	3/17/23	PRISONER CARE & MAINTENANC	350.00
		AT&T	3/13/23	POTS PHONE LINES	138.64
		STRICKLAND ROAD SERVICE LLC	3/17/23	VEHICLE TOW-PD VEHICLE	55.00
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	64.66
		TRANSUNION RISK AND ALTERNATIVE DATA	3/17/23	CHRI INVESTIGATIVE SERVICE	150.00
		UNDERGROUND VAULTS & STORAGE	3/17/23	RECORD RETRIEVAL	2.80
		VERIZON WIRELESS	3/08/23	DEPT CELL PHONES & JET PAC	983.36
		CAPITAL ONE	3/13/23	NOTEBOOK BINDERS	30.56
			3/13/23	BLANKET (SURVEILLANCE)	23.74
			3/13/23	DOOR LOCK/HASP	17.81
		WAXIE SANITARY SUPPLY	3/17/23	TP	60.92
		WELLINGTON ANIMAL CLINIC	3/17/23	FEB'23 ANIMAL CARE/MAINT.	1,000.00
			3/17/23	JAN'23 ANIMAL CARE & MAINT	700.00
		WELLINGTON WHEEL	3/17/23	LUBE, OIL, FILTER, TIRE REPA	174.98
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	2,194.75
			3/17/23	FICA TRANSFER	2,378.66
			3/03/23	MEDICARE TRANSFER	513.30
			3/17/23	MEDICARE TRANSFER	556.32
		CITY OF WELLINGTON	3/03/23	KP&F CONTRIBUTION	7,469.62
			3/17/23	KP&F CONTRIBUTION	7,339.05
			3/03/23	KPERS INS CONTRIBUTION	45.83
			3/17/23	KPERS INS CONTRIBUTION	45.83
			3/03/23	KPERS CONTRIBUTION	140.28
			3/17/23	KPERS CONTRIBUTION	140.28
			3/03/23	KPERS T3 CONTRIBUTION	246.09
			3/17/23	KPERS T3 CONTRIBUTION	246.09
		WHEAT COUNTRY LAUNDRY	3/17/23	MAT SERVICE	87.90
				TOTAL:	38,573.97
FIRE	GENERAL FUND	TEMPORARY VENDO	3/17/23	PALS COURSE	175.00
		CONVENIENT CPR	3/17/23	ALS COURSE	50.00
		PATRICIA GRAVES	3/08/23	PATRICIA GRAVES: OVERPMT	50.00
		KS HEALTH ADVANTAGE	3/08/23	KS HEALTH ADVANTAGE: OVERP	486.07
		BRADLEY ROBINSON	3/16/23	BRADLEY ROBINSON: REIMBURS	326.99
		JAMES VANDEEST ESTATE	12/31/22	JAMES VANDEEST ESTATE: OVE	275.00
		JOETTA TOWNS	12/31/22	JOETTA TOWNS: OVER PMT	303.38
		A AND A AUTO SUPPLY	3/16/23	LAMP	9.12
		AIRGAS USA, LLC	3/17/23	OXYGEN USP125	180.59
			3/17/23	OXYGEN 125/300	274.23
			3/17/23	OXYGEN CYLINDER RENTAL	229.85
		AMAZON CAPITAL SERVICES	3/08/23	21' INTERN'L FIRE CODE SER	239.08
		ARKANSAS CITY FIRE/EMS	3/17/23	CONTRACTUAL EMS SERVICE	14,000.00
		CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC307 ~ MAR'23	49.55
		VISA	3/01/23	KSBENS EMT P CERTIFICATION	50.00
			3/01/23	WPSG ~ TOOL SET	989.18
			3/01/23	BRIGGS DODGE RAM~DIAGNOSTI	160.00
			3/01/23	ZOLL~EQUIP.MAINTANENCE	280.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/01/23	ZOLL~EQUIP.MAINTANENCE	280.00
			3/01/23	INTN'L ASSOC OF ARSON INVE	220.00
			3/01/23	INTN'L ASSOC OF ARSON INVE	20.00
			3/01/23	INTO JOB FIREARMS SYMPOSIU	585.00
			3/01/23	DAYLIGHT DONUT SHOP EMS M	22.34
			3/01/23	INTN'L ASSOC. OF ARSON	20.00
			3/01/23	INTN'L ASSOC. OF ARSON	220.00
			3/01/23	PROPANE BLK STONE GRILL	43.80
			3/01/23	HOMESUITES BY HILTON	267.52
		CUMMINS SALES AND SERVICE	3/17/23	GENERATOR PLANN AGREE.	591.29
		EMERGENCY FIRE EQUIPMENT	3/17/23	VALVE,DRAIN AUTOMATIC	37.00
			3/17/23	PLUG,NH CHROM W/CHAIN	81.95
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	6.00
		GALLS, LLC	3/17/23	STRUCTUAL BOOTS	852.61
		GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	115.15
		GRANITE TELECOMMUNICATIONS	3/16/23	1/2 911 LOBBY PHONE	32.40
		KANSAS GAS SERVICE	3/13/23	GAS BILL 200 N C STREET	454.47
		KANSAS MUNICIPAL GAS AGENCY	3/16/23	BULK GAS TRANSPORT FEB 202	1,692.44
		LABCORP KANSAS, INC.	3/17/23	DRUG SCREENING	274.50
			3/17/23	DRUG SCREENING	359.50
			3/17/23	DRUG SCREENING	349.50
		LIFE-ASSIST, INC.	3/17/23	DISPOSABLE BLANKETS	473.00
			3/17/23	SUCCINYLCHOLINE CHLORIDE	326.30
			3/17/23	IV,MAKS,FILTER,SOLUTION	1,257.93
		MEDICLAIMS, INC.	3/17/23	MONTHLY FEE & POSTAGE	4,763.89
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	ABSORBER	47.97
		PERSONAL THREADS	3/17/23	WFD LOGO/NAME BEANIES	120.00
		JOHN DEERE FINANCIAL	3/13/23	SPRAY PAINT ~ FIRE HYDRANT	359.52
		SHARPS COMPLIANCE, INC.	3/17/23	MEDICAL WASTE PICK UP SERV	55.00
		SOUTH CENTRAL HYDRAULICS	3/17/23	REPLACE HOSES, ETC	1,742.75
		AT&T	3/13/23	POTS PHONE LINES	207.95
		COOPER STEWART, MD	3/08/23	MEDICAL DIRECTOR AGREEMENT	416.66
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	6.84
		CAPITAL ONE	3/13/23	DEPT SUPPLIES	292.16
			3/13/23	BGL TEST STRIPS	77.94
			3/13/23	DEPT SUPPLIES	42.10
		WAXIE SANITARY SUPPLY	3/17/23	TP & PAPER TOWLES	102.22
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	2,780.98
			3/17/23	FICA TRANSFER	2,971.30
			3/03/23	MEDICARE TRANSFER	650.38
			3/17/23	MEDICARE TRANSFER	694.89
		CITY OF WELLINGTON	3/03/23	KP&F CONTRIBUTION	9,274.65
			3/17/23	KP&F CONTRIBUTION	10,023.36
			3/03/23	KPERS INS CONTRIBUTION	15.87
			3/17/23	KPERS INS CONTRIBUTION	15.87
			3/03/23	KPERS T3 CONTRIBUTION	133.82
			3/17/23	KPERS T3 CONTRIBUTION	133.82
		ZOLL MEDICAL CORPORATION GPO	3/17/23	AUTOPULSE HEAD IMMOBILIZER	57.63
			3/17/23	REPAIR ZOLL MONITOR	3,389.40
				TOTAL:	65,087.71
AUDITORIUM	GENERAL FUND	VISA	3/01/23	OXFORD LIQUOR	250.94-
		GRANITE TELECOMMUNICATIONS	3/16/23	AUD ELEVATOR LINE	68.95
		HAWKINS SERVICES LLC	3/17/23	EXTINGUISHERS ANNL MAINT.	240.00
		AT&T	3/13/23	POTS PHONE LINES	69.33
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	0.85

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		WELLINGTON AREA CHAMBER OF COMMERCE	3/17/23	1 OF 4 AUDT. MAINT.	1,250.00
		WELLINGTON RECREATION COMMISSION	3/17/23	1 OF 4 PMTS AUDIT. MAINT.	<u>2,500.00</u>
				TOTAL:	3,878.19
FACILITIES	GENERAL FUND	GOOGLE LLC	3/08/23	GOOGLE WORKSPACE	12.13
		GRANITE TELECOMMUNICATIONS	3/16/23	PHONE LINE SERVICES	265.55
		JOHNSON CONTROLS FIRE PROTECTION LP	3/17/23	SERVICE CALL FIRE ALARM SY	1,773.47
		KANSAS GAS SERVICE	3/16/23	GAS TRANSPORT ~ FEBRUARY 2	3,075.19
		KANSAS MUNICIPAL GAS AGENCY	3/16/23	BULK GAS TRANSPORT FEB'202	10,705.04
		KRUSE CORPORATION	3/17/23	PREV. MAINT.AGREEMENT	332.25
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	FLUMBING MATERIALS	5.86
			3/17/23	BALL VALVE	31.99
			3/17/23	DRILL BITS	28.98
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	125.93
			3/17/23	FICA TRANSFER	128.51
			3/03/23	MEDICARE TRANSFER	29.45
			3/17/23	MEDICARE TRANSFER	30.05
		CITY OF WELLINGTON	3/03/23	KPERS RETIREE-EMPL CONTRI	188.01
			3/17/23	KPERS RETIREE-EMPL CONTRI	<u>191.51</u>
				TOTAL:	16,923.92
PARKS	GENERAL FUND	CHEW PLUMBING & HEATING, INC.	3/17/23	PLUMBING MATERIALS	37.20
			3/17/23	PLUMBING MATERIALS	23.67
			3/17/23	PLUMBING MATERIALS	45.55
		VISA	3/01/23	KS RECREATION PARK REGISTR	535.00
			3/01/23	KS TUIRFGRASS	75.00
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	24.00
		BFG SUPPLY CO., LLC	3/17/23	QUINCLORAC	587.88
			3/17/23	RANGER PRO	476.46
			3/17/23	PREM TALL FESCUE BLEND	1,387.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	6.07
		POTTER SAW SERVICE	3/17/23	REPAIRS TO CHAINSAW	83.50
		JOHN DEERE FINANCIAL	3/13/23	CLEANING SUPPLIES	9.48
			3/13/23	MISC SUPPLIES	82.95
			3/13/23	CREDIT ~ RETURN COVERALLS	92.84-
			3/13/23	COVERALLS	59.99
			3/13/23	CABLE TIES	4.49
			3/13/23	WORKING HANDS CREAM	9.99
			3/13/23	PARTS FOR JD 5310	41.98
			3/13/23	MARKER FLAGS & TOOL BOX	27.97
			3/13/23	PARTS FOR JD 1435	356.54
			3/13/23	PARTS FOR JD 1435	46.66
			3/13/23	PARTS FOR JD 1435	26.24
			3/13/23	PARTS FOR JD 5310	33.87
			3/13/23	PARTS FOR JD 5310	28.47
			3/13/23	PARTS FOR JD 5310	47.10
		AT&T	3/13/23	POTS PHONE LINES	69.32
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	MATERIALS WOODEN PARK	27.98
			3/17/23	COUPLING	19.99
			3/17/23	COUPLING	19.99
			3/17/23	CLIP/CHECK VALVE	42.57
			3/17/23	COUPLING	19.98
			3/17/23	COUPLING	19.99
			3/17/23	BALL VALVE	37.99
			3/17/23	PLUMBING MARTERIALS	13.28
			3/17/23	MASSONRY BIT	6.99

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	MENDING PLATE	4.59
			3/17/23	HEDGE SHEARS	21.99
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	0.85
		CAPITAL ONE	3/13/23	MISC SUPPLIES	36.47
			3/13/23	PWER TWINE	8.26
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	356.79
			3/17/23	FICA TRANSFER	352.63
			3/03/23	MEDICARE TRANSFER	83.44
			3/17/23	MEDICARE TRANSFER	82.47
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	61.41
			3/17/23	KPERS INS CONTRIBUTION	61.49
			3/03/23	KPERS CONTRIBUTION	167.23
			3/17/23	KPERS CONTRIBUTION	167.23
			3/03/23	KPERS T3 CONTRIBUTION	350.42
			3/17/23	KPERS T3 CONTRIBUTION	351.00
		UNIFIRST CORPORATION	3/17/23	UNIFORM CLEANING	23.31
			3/17/23	UNIFORM CLEANING	23.31
		WICHITA TRACTOR CO.	3/17/23	REPAIRS KUBOTA MOWER	<u>3,484.69</u>
				TOTAL:	9,879.88
STREETS	GENERAL FUND	TEMPORARY VENDO MSC 7600	3/17/23	MSC 7600: SAFETY GLASSES	94.28
		APAC, INC.-SHEARS	3/17/23	ASPHALT	1,275.01
		BERRY TRACTOR & EQUIPMENT	3/17/23	BROOMNS FOR SWEEPER	1,494.79
		CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC2504EX MAR'23	72.65
			3/17/23	LARGE FORMAT SCANNER	250.00
		M6 CONCRETE ACCESSORIES	3/17/23	CONCRETE RAKES	176.44
		VISA	3/01/23	WHEAT COUNTRY CARWASH	10.00
		DAVIS TREE SERVICE	3/08/23	R.O.W. CLEARANCE	252.48
			3/17/23	R.O.W. CLEARANCE	504.95
		DE LAGE LANDEN PUBLIC FINANCE	3/08/23	LRG FORMAT PAYMENT	80.14
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	192.10
		4 STATE MAINTENANCE SUPPLY, INC.	3/17/23	AIR FRESHENER DISPENSER	24.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	24.25
		TRUCK CENTER COMPANIES	3/17/23	HOSE CLAMP	24.42
		ROD MAYO	3/17/23	STUMP REMOVALS	250.00
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	FUEL PUMP	62.99
			3/17/23	FUSION	9.99
			3/17/23	HEATER HOSE	45.72
			3/17/23	SPRAY PAINT & CARGO STRAPS	60.97
			3/17/23	WRENCH	17.99
		REYNOLDS TIRE AND REPAIR	3/17/23	DRIVE TIRES	1,100.00
			3/17/23	TIRE REPAIR	40.00
		SOUTH CENTRAL HYDRAULICS	3/17/23	REPAIRS TO TRK#118 STERLIN	1,737.90
		SUNFLOWER CUSTOM T'S	3/17/23	CITY LOGO VEHICLE MAGNETS	50.00
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	BOARDS	8.47
		TOPPERS PLUS	3/17/23	BED LINER STALL	1,274.00
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	891.42
			3/17/23	FICA TRANSFER	942.72
			3/03/23	MEDICARE TRANSFER	208.47
			3/17/23	MEDICARE TRANSFER	220.47
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	149.84
			3/17/23	KPERS INS CONTRIBUTION	158.26
			3/03/23	KPERS CONTRIBUTION	966.95
			3/17/23	KPERS CONTRIBUTION	973.35
			3/03/23	KPERS T3 CONTRIBUTION	296.21
			3/17/23	KPERS T3 CONTRIBUTION	360.82

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		UNIFIRST CORPORATION	3/17/23	UNIFORM & MOP CLEANING	17.52
			3/17/23	UNIFORM & MOP CLEANING	<u>21.24</u>
				TOTAL:	14,340.81
CEMETERY	GENERAL FUND	APAC, INC.-SHEARS	3/17/23	WIRE MESH	140.00
			3/17/23	CONCRETE	3,645.25
		M6 CONCRETE ACCESSORIES	3/17/23	WIRE MATS	616.00
		VISA	3/01/23	MISC TOOLS	56.90
			3/01/23	CABELA'S ~TRAIL CAM/SECURI	149.98
			3/01/23	CAMLOCKBOX~SECURITY BOX	50.04
		BFG SUPPLY CO., LLC	3/17/23	QUINCLORAC	293.94
			3/17/23	RANGER PRO	317.64
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	12.13
		HAWKINS SERVICES LLC	3/17/23	EXTINGUISHER ANNUAL MAINT.	64.00
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	TRACTOR FLUID	69.99
			3/17/23	MOTOR OIL	34.47
		POTTER SAW SERVICE	3/17/23	NEW WEEDEATER	449.99
			3/17/23	LESS DISCOUNT	45.00-
			3/17/23	FUEL MIX	49.20
			3/17/23	BLANK SPOOL & SPOOLCOVER	54.00
			3/17/23	WEEDEATER STRING	280.00
		JOHN DEERE FINANCIAL	3/13/23	WARNING LIGHT KIT GATOR TH	76.84
		AT&T	3/13/23	POTS PHONE LINES	69.33
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	MATERIALS SHOP CONCRETE PR	24.98
			3/17/23	MISC SUPPLIES	37.97
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	5.86
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	180.22
			3/17/23	FICA TRANSFER	182.30
			3/03/23	MEDICARE TRANSFER	42.15
			3/17/23	MEDICARE TRANSFER	42.63
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	29.68
			3/17/23	KPERS INS CONTRIBUTION	30.01
			3/03/23	KPERS CONTRIBUTION	154.57
			3/17/23	KPERS CONTRIBUTION	157.41
			3/03/23	KPERS T2 CONTRIBUTION	95.56
			3/17/23	KPERS T2 CONTRIBUTION	95.56
		UNIFIRST CORPORATION	3/17/23	UNIFORM & MOP CLEANING	15.25
			3/17/23	UNIFORM & MOP CLEANING	<u>14.60</u>
				TOTAL:	7,493.45
BUILDING AND CODES	GENERAL FUND	CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LARGE FORMAT SCANNER	250.00
		VISA	3/01/23	ICC CODE BOOKS ~ BLDG CODE	2,060.76
			3/01/23	ICC ~ CODE BOOKS	977.29
			3/01/23	PLAT REQUEST	46.20
			3/01/23	SOUTH ST VACATE	51.15
		DE LAGE LANDEN PUBLIC FINANCE	3/08/23	LRG FORMAT PAYMENT	80.14
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	30.33
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	24.21
		KELLY COMPLIANCE	3/13/23	EMPLOYUYEE DRUG SCREENS	35.00
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	431.09
			3/17/23	FICA TRANSFER	433.44
			3/03/23	MEDICARE TRANSFER	100.83
			3/17/23	MEDICARE TRANSFER	101.38
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	74.23
			3/17/23	KPERS INS CONTRIBUTION	74.61
			3/03/23	KPERS CONTRIBUTION	196.59

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	KPERS CONTRIBUTION	206.99
			3/03/23	KPERS T3 CONTRIBUTION	429.18
			3/17/23	KPERS T3 CONTRIBUTION	<u>421.97</u>
				TOTAL:	6,025.39
LEGAL/COURT	GENERAL FUND	AMAZON CAPITAL SERVICES	3/08/23	USB CREDIT CARD READER	18.50
		VISA	3/01/23	KACM 2023 ASSOC DUES	50.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	18.16
		PFALZGRAF LAW OFFICES	3/17/23	22MC567 CT APPT ATTONEY FE	384.00
			3/17/23	23MC112 CT APPT ATTONEY FE	264.00
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	258.61
			3/17/23	FICA TRANSFER	258.61
			3/03/23	MEDICARE TRANSFER	60.48
			3/17/23	MEDICARE TRANSFER	60.48
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	19.09
			3/17/23	KPERS INS CONTRIBUTION	19.09
			3/03/23	KPERS CONTRIBUTION	160.91
			3/17/23	KPERS CONTRIBUTION	<u>160.91</u>
				TOTAL:	1,732.84
LAKE RECREATION	GENERAL FUND	A AND A AUTO SUPPLY	3/16/23	TRANSMISSION HOSE & CLAMPS	92.99
		VISA	3/01/23	HARBOR FREIDHT MISC MATERI	554.96
			3/01/23	TWO BROTHER BBQ ~ MEALS	45.09
			3/01/23	NORTHERN TOOL~MISC TOOLS	123.06
			3/01/23	HARBOR FREIGHT~ELEC.HOIST	144.99
			3/01/23	HOME DEPOT~DRILL HAMMER	17.97
			3/01/23	SIMPLISAFE~ALARM MONTORING	27.99
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	24.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	6.06
		HUMMINGBIRD PRINTING	3/17/23	SOLAR YELLOW PAPER	25.00
		KANOKLA NETWORKS	3/08/23	TELEPHONE BILL	46.87
			3/08/23	TELEPHONE BILL	46.87
		KELLY COMPLIANCE	3/13/23	EMPLOUYEE DRUG SCREENS	149.50
		JOHN DEERE FINANCIAL	3/13/23	MISC SUPPLIES	61.25
			3/13/23	MISC SUPPLIES	132.91
			3/13/23	MISC SUPPLIES	72.97
			3/13/23	MISC SUPPLIES	17.98
		SUPPESVILLE FUEL LLC	3/17/23	PROPANE	237.60
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	2.53
		CAPITAL ONE	3/13/23	HDMI CABLE	6.98
			3/13/23	MISC SUPPLIES	22.98
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	316.50
			3/17/23	FICA TRANSFER	316.50
			3/03/23	MEDICARE TRANSFER	74.02
			3/17/23	MEDICARE TRANSFER	74.02
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	54.91
			3/17/23	KPERS INS CONTRIBUTION	54.91
			3/03/23	KPERS CONTRIBUTION	333.39
			3/17/23	KPERS CONTRIBUTION	333.39
			3/03/23	KPERS T2 CONTRIBUTION	129.54
			3/17/23	KPERS T2 CONTRIBUTION	<u>129.54</u>
				TOTAL:	3,677.27
NON-DEPARTMENTAL	GENERAL FUND	VISA	3/01/23	KTAG TOLLS ~ DECEMBER 2022	26.90
		CAPITAL ONE	3/13/23	NAPKINS	<u>3.32</u>
				TOTAL:	30.22

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
GENERAL SERVICES	EMPLOYEE BENEFIT C	GRENE VISION GROUP LLC	3/13/23	EMPLOYEE EYECARE REIMBURSE	110.00
			3/13/23	EMPLOYEE EYECARE REIMBURSE	35.00
		NEW DIRECTIONS BEHAVIORAL HEALTH	3/08/23	CONTRACT SERV EAP-MAR23-MA	<u>943.80</u>
				TOTAL:	1,088.80
NON-DEPARTMENTAL	SPECIAL LIABILITY	EMPLOYERS MUTUAL COMPANY	12/31/22	DEDUCTIBLE CLAIM #1765812	2,500.00
			12/31/22	DECUTIBLE CLAIM #1766164	2,500.00
		RENN & COMPANY, INC.	3/17/23	ADD 2023 KOMATSU LOADER	120.00
			3/17/23	ADD 3 CHEVROLETS	527.00
		TRAVELERS CL REMITTANCE CENTER	3/13/23	CYBER LIABILITY COVERAGE	<u>10,093.00</u>
		TOTAL:	15,740.00		
NON-DEPARTMENTAL	FIRE INSURANCE PRO	TEMPORARY VENDO JEFF AST	3/01/23	REFUND FIRE INSURANCE	9,750.00
		JEFF AST	3/01/23	REFUND INTEREST EARNED	<u>132.28</u>
				TOTAL:	9,882.28
STREETS	SPECIAL CITY HIGHW	IMPACT BANK	3/08/23	LSE PMT STREET SWEEPER	4,310.74
		RCB BANK	3/08/23	LSE PMT 2023 WHEEL LOADER	<u>2,960.64</u>
				TOTAL:	7,271.38
GENERAL SERVICES	EQUIPMENT RESERVE	VISA	3/01/23	LANSWEEPER	250.00
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	BASE LEASE PROGRAM	<u>8,282.31</u>
				TOTAL:	8,532.31
CEMETERY	EQUIPMENT RESERVE	JOHN DEERE FINANCIAL	3/13/23	MWR LIFT & BEACON LIGHT	<u>516.82</u>
				TOTAL:	516.82
PARKS	CAPITAL IMPROVEMEN	CHW PLUMBING & HEATING, INC.	3/17/23	HIBBS-HOOTEN PROJECT	1,982.13
		VISA	3/01/23	WEBSTAUANT STORE	1,756.70
		CHRIS CRAIG	3/16/23	HIBBS HOOTEN CONCESSION	6,907.24
		SHERWIN WILLIAMS COMPANY	3/17/23	HIBBS-HOOTEN PROJECT	207.50
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	HIBBS-HOOTEN MATERIALS	5.03
			3/17/23	HIBBS HOOTEN CONCESSION	236.31
			3/17/23	HIBBS HOOTEN CONCESSIONS	26.93-
			3/17/23	HIBB HOOTEN CONCESSION	349.43
			3/17/23	HIBBS-HOOTEN MATERIALS	10.45
			3/17/23	HIBBS-HOOTEN MATERIALS	65.94
			3/17/23	HIBBS-HOOTEN MATERIALS	37.56
			3/17/23	HIBBS-HOOTEN MATERIALS	9.96
			3/17/23	HIBBS-HOOTEN MATERIALS	71.98
			3/17/23	HIBBS-HOOTEN MATERIALS RET	25.01-
			3/17/23	HIBBS HOOTEN CONCESSION	19.98
			3/17/23	HIBBS HOOTEN CONCESSION	11.91
			VINCE ERWIN GLASS INC.	3/17/23	HIBBS HOOTEN CONCESSION
			TOTAL:	13,220.18	
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	LOCHNER	3/13/23	ENGINEERING SERVICES	354.00
		ROOD & ASSOCIATES	3/17/23	INDEPENDENT FEE ESTIMATE	<u>320.00</u>
				TOTAL:	674.00
PROPERTY CONDEMNATION	CAPITAL IMPROVEMEN	BARKER SAND AND GRAVEL, LLC	3/03/23		<u>22,400.00</u>
				TOTAL:	22,400.00
NON-DEPARTMENTAL	GOLF COURSE	AFLAC	3/17/23	AFLAC EMPLOYEE CONTRIB PRE	95.45
			3/17/23	AFLAC EMPLOYEE CONTRIB PRE	95.45
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	3/03/23	RETIREMENT SAVINGS	60.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	RETIREMENT SAVINGS	60.00
			3/03/23	JOHN HANCOCK LOAN PMT	83.17
			3/17/23	JOHN HANCOCK LOAN PMT	83.17
		US BANK	3/03/23	KPERS 457	500.00
			3/17/23	KPERS 457	500.00
		WELLINGTON RECREATION COMMISSION	3/17/23	EMPLOYEE CONTRIBUTIONS	7.00
			3/17/23	EMPLOYEE CONTRIBUTIONS	7.00
		CITY OF WELLINGTON	3/03/23	TRANSFER WITHHOLDING	483.72
			3/17/23	TRANSFER WITHHOLDING	479.61
			3/03/23	FICA TRANSFER	390.21
			3/17/23	FICA TRANSFER	387.23
			3/03/23	MEDICARE TRANSFER	91.25
			3/17/23	MEDICARE TRANSFER	90.56
		CITY OF WELLINGTON	3/03/23	KPERS CONTRIBUTION	209.37
			3/17/23	KPERS CONTRIBUTION	213.01
			3/03/23	KPERS T3 CONTRIBUTION	172.30
			3/17/23	KPERS T3 CONTRIBUTION	173.30
		CITY OF WELLINGTON	3/03/23	TRANSFER STATE WITHHOLDING	236.17
			3/17/23	TRANSFER STATE WITHHOLDING	236.63
				TOTAL:	4,654.60
GOLF	GOLF COURSE	A AND A AUTO SUPPLY	3/08/23	SPARK PLUG	1.76
			3/08/23	SPARK PLUG	29.70
			3/08/23	BATTERIES	140.64
		VISA	3/01/23	MINI SHED TOOL STORAGE	379.90
			3/01/23	INTERENT SERVICE	44.00
			3/01/23	SECURITY MONITORING	31.95
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	6.06
		HOBBS MECHANICAL, INC.	3/17/23	MOTOR FOR FURNACE	503.80
			3/17/23	COIL, HT EXCHR, TURBLATORS	697.04
		JESCO PRODUCTS, INC.	3/17/23	EARLY ORDER COURSE MAINT	2,250.68
		KANSAS GOLF & TURF, INC.	3/08/23	EZ-DIRECTION SWITH	154.10
			3/08/23	REBUILT & RETURN CONTROLLE	434.00
			3/13/23	CHARGER SERVICE FLEET CHAR	341.14
			3/13/23	FLEET CART SERVICE	686.31
			3/08/23	BRAKE CABLE SET	123.20
		MID KANSAS COOPERATIVE ASSOCIATION	3/13/23	CORNERSONE, AMMONIUM SULFAT	473.20
		NIVEL PARTS & MFG CO., LLC	3/17/23	WINDSHIELD FLEET CARTS	464.91
			3/17/23	BATTERY ROD, TIE DWN, AXLE	297.06
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	TAMPER TORX, UTILITY KNIFE	42.98
		JOHN DEERE FINANCIAL	3/13/23	9 VOLT BATTERIES	4.49
			3/13/23	MARINE FLSH FILL	14.99
			3/13/23	ADAPTOR TRAILER 7WAY	11.99
			3/13/23	NAILS	4.49
			3/13/23	BIT MASONARY	11.80
		R & R PRODUCTS, INC.	3/17/23	COUPLER-VCUT 8 TOOTH	140.98
		SAUNDERS PEST CONTROL	3/17/23	REGULAR PEST CONTROL	45.00
		AT&T	3/13/23	POTS PHONE LINES	237.96
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	ADHESIVE, DECK SCREWS	55.34
			3/17/23	REBAR	356.72
			3/17/23	SPF	53.95
			3/17/23	RENTAL STUMP GRINDER	166.10
			3/17/23	REBAR	152.88
			3/17/23	ROLLER SET, PAINT, WHT PINE	56.65
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	2.55
		VAN WALL EQUIPMENT	3/17/23	DRIVE SHAFT FOR JD2500A	1,186.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	TINE, FEIGHT	300.07
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	390.21
			3/17/23	FICA TRANSFER	387.23
			3/03/23	MEDICARE TRANSFER	91.25
			3/17/23	MEDICARE TRANSFER	90.56
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	63.60
			3/17/23	KPERS INS CONTRIBUTION	64.38
			3/03/23	KPERS CONTRIBUTION	294.17
			3/17/23	KPERS CONTRIBUTION	299.28
			3/03/23	KPERS T3 CONTRIBUTION	242.09
			3/17/23	KPERS T3 CONTRIBUTION	243.49
		UNIFIRST CORPORATION	3/17/23	DISPENSER SERVICE	159.20
			3/17/23	DISPENSER SERVICE	69.19
			3/17/23	DISPENSER SERVICE	69.19
				TOTAL:	12,368.23
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	AFLAC	3/17/23	AFLAC EMPLOYEE CONTRIB PRE	264.14
			3/17/23	AFLAC EMPLOYEE CONTRIB PRE	264.18
			3/17/23	AFLAC EMPLOYEE CONTRIB TAX	92.49
			3/17/23	AFLAC EMPLOYEE CONTRIB TAX	92.52
		AFLAC GROUP INSURANCE	3/17/23	AFLAC-CAIC GROUP TAXABLE	27.89
			3/17/23	AFLAC-CAIC GROUP TAXABLE	27.89
		JOHN HANCOCK LIFE INSURANCE COMPANY (U	3/03/23	RETIREMENT SAVINGS	161.00
			3/17/23	RETIREMENT SAVINGS	161.00
		OKLAHOMA CENTRALIZED SUPPORT REGISTRY	3/03/23	CHILD SUPPORT	136.95
			3/17/23	CHILD SUPPORT	136.95
		PRE-PAID LEGAL SERVICES	3/17/23	EMPLOYEE CONTRIBUTIONS	21.42
			3/17/23	EMPLOYEE CONTRIBUTIONS	21.45
		US BANK	3/03/23	KPERS 457	450.00
			3/17/23	KPERS 457	450.00
		WELLINGTON GOLF CLUB	3/17/23	EMPLOYEE CONGTRIBUTIONS	55.00
			3/17/23	EMPLOYEE CONGTRIBUTIONS	55.00
		WELLINGTON RECREATION COMMISSION	3/17/23	EMPLOYEE CONTRIBUTIONS	83.50
			3/17/23	EMPLOYEE CONTRIBUTIONS	83.50
		CITY OF WELLINGTON	3/03/23	TRANSFER WITHHOLDING	3,294.38
			3/17/23	TRANSFER WITHHOLDING	3,461.75
			3/03/23	FICA TRANSFER	3,666.74
			3/17/23	FICA TRANSFER	3,727.39
			3/03/23	MEDICARE TRANSFER	857.54
			3/17/23	MEDICARE TRANSFER	871.72
		CITY OF WELLINGTON	3/03/23	KPERS CONTRIBUTION	1,995.48
			3/17/23	KPERS CONTRIBUTION	2,025.61
			3/03/23	KPERS T2 CONTRIBUTION	90.00
			3/17/23	KPERS T2 CONTRIBUTION	90.00
			3/03/23	KPERS T3 CONTRIBUTION	1,544.89
			3/17/23	KPERS T3 CONTRIBUTION	1,580.49
			3/17/23	OPTIONAL LIFE	141.29
			3/17/23	OPTIONAL LIFE	141.33
			3/17/23	OPTIONAL LIFE SPOUSE	8.71
			3/17/23	OPTIONAL LIFE SPOUSE	8.74
		CITY OF WELLINGTON	3/03/23	TRANSFER STATE WITHHOLDING	2,117.49
			3/17/23	TRANSFER STATE WITHHOLDING	2,162.02
				TOTAL:	30,370.45
ELECTRIC PRODUCTION	ELEC-WATER.-WWTP	AIRGAS USA, LLC	3/17/23	HYDROGEN INSUTRIAL SIZE	517.18
		BLACK HILLS ENERGY	3/08/23	MMBTU NAT'L GAS DELIVERY	1,690.27

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	24.33
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	18.16
		GRAINGER	3/17/23	FUSE, CLASS RK5	20.46
		KANSAS GAS SERVICE	3/16/23	GAS TRANSPORT ~ FEBRUARY 2	233.72
		KANSAS MUNICIPAL GAS AGENCY	3/16/23	MMBTU NATURAL GAS COST	3,507.41
		KANSAS POWER POOL	3/16/23	FEBRUARY 2023	513,069.73
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	MOTOR OIL/FILTERS/TAX	105.71
		OFFICE OF THE STATE FIRE MARSHALL	3/13/23	BOILER CERTIFICATE FOR VES	30.00
		JOHN DEERE FINANCIAL	3/13/23	HOSE CLAMP 13/16	15.92
			3/13/23	ZERO ICE MELT	14.99
			3/13/23	MOWER BLADE	62.85
			3/13/23	MOWER BLADE	56.61
			3/13/23	OIL FILTER	11.07
			3/13/23	OIL FILTER	18.30
		AT&T	3/13/23	POTS PHONE LINES	134.15
		SUMNER COWLEY ELECTRIC COOPERATIVE, IN	3/16/23	ELECTRIC 02/01 - 03/01/23	135.41
		CAPITAL ONE	3/13/23	LUBRICANT/TAX	6.44
			3/13/23	DX 10IN 100C/TAX	13.38
			3/13/23	DAWN/TAX	6.40
			3/13/23	LUBRICANT/TAX	6.43
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	1,008.27
			3/17/23	FICA TRANSFER	1,003.10
			3/03/23	MEDICARE TRANSFER	235.81
			3/17/23	MEDICARE TRANSFER	234.59
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	172.10
			3/17/23	KPERS INS CONTRIBUTION	173.57
			3/03/23	KPERS CONTRIBUTION	1,218.38
			3/17/23	KPERS CONTRIBUTION	1,230.73
			3/03/23	KPERS T2 CONTRIBUTION	126.45
			3/17/23	KPERS T2 CONTRIBUTION	126.45
			3/03/23	KPERS T3 CONTRIBUTION	105.90
			3/17/23	KPERS T3 CONTRIBUTION	105.90
				TOTAL:	525,440.17
ELECTRIC DISTRIBUTION	ELEC-WATER.-WWTP	1000BULBS.COM	3/17/23	CASES~5500 LUMENS, LAMPS	507.75
		BEST WAY, INC.	3/17/23	SAFETY RED MARKING PAINT	322.20
			3/17/23	FREIGHT	72.13
		CENTURY BUSINESS TECHNOLOGIES, INC.	3/17/23	LANIER MPC2504EX MAR'23	72.65
		VISA	3/01/23	BREAKFAST	6.62
			3/01/23	SAF-T-CLIMB SLEEVE	80.00
			3/01/23	ITEM DISCOUNT	12.00-
			3/01/23	SHIPPING	17.10
			3/01/23	TAX	8.08
		DAVIS TREE SERVICE	3/08/23	R.O.W. CLEARANCE	3,534.65
			3/17/23	R.O.W. CLEARANCE	1,514.85
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	18.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	36.31
		GRAINGER	3/17/23	DRAW STUD, 3/8"	50.54
		KANSAS ONE-CALL SYSTEM, INC	3/08/23	LOCATES	128.40
		BORDER STATES INDUSTRIES, INC.	3/17/23	V PHOTOCONTROL/TAX	27.90
			3/17/23	CONDUIT & FITTINGS/TAX	414.98
			3/17/23	V PHOTOCONTROL/TAX	306.91
		MID KANSAS COOPERATIVE ASSOCIATION	3/13/23	PROPANE BOTTLE FILL	22.35
		MID-WEST ELECTRIC SUPPLY, INC.	3/17/23	GALV RIGID 1"	541.44
			3/17/23	LT FLEX CONDUIT 1"	237.19
			3/17/23	GALV RIGID COUPLING 1'	68.53

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	BATTERY	136.97
			3/17/23	CORE CHARGE	24.08
		JOHN DEERE FINANCIAL	3/13/23	FLEX HANDLE 1/2"	24.99
			3/13/23	SOCKET 1/2"	5.99
		RABER FORD, LLC	3/17/23	HOOD LATCH/TAX	232.16
		RAUSCH TIRE & EQUIPMENT	3/17/23	TIRE REPAIR	17.52
		STANION WHOLESALE ELECTRIC CO., INC.	3/17/23	UN,ETERD PED/TAX	1,330.43
			3/17/23	SPLITBOLT CONNECTOR/TAX	313.74
			3/17/23	AL WEDGE CLAMP/TAX	111.42
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	ADAPTER,FASTENER/TAX	14.82
			3/17/23	FASTENER/TAX	8.32-
			3/17/23	FASTENER/TAX	15.32
			3/17/23	WASHER/BUSHING/TAX	20.13
			3/17/23	TAPE RULE/TAX	8.31
			3/17/23	REDUCER WASHER /TAX	1.52
			3/17/23	REGAL BLUE TOOL/TAX	3.27
			3/17/23	SCHDULE ADAPTER/TAX	4.53
		VISION METERING, LLC	3/17/23	VM-ENDSIGHT MONTHLY FEES	500.00
		WELLINGTON WHEEL	12/31/22	OIL, FUEL,AIR FILTERES	331.58
			12/31/22	FUEL PUMP HANGER ASSEMBLY	351.89
			12/31/22	AUTO TRANSMISSION FILTER	173.01
			12/31/22	FUEL PUMP	181.28
			12/31/22	TIE ROD REPAIR	995.94
			3/17/23	OIL, AIR,FUEL FILTERS	405.98
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	942.90
			3/17/23	FICA TRANSFER	936.17
			3/03/23	MEDICARE TRANSFER	220.51
			3/17/23	MEDICARE TRANSFER	218.93
		CITY OF WELLINGTON	3/03/23	KPERS RETIREE-EMPL CONTRI	168.47
			3/17/23	KPERS RETIREE-EMPL CONTRI	177.94
			3/03/23	KPERS INS CONTRIBUTION	139.71
			3/17/23	KPERS INS CONTRIBUTION	137.49
			3/03/23	KPERS CONTRIBUTION	609.65
			3/17/23	KPERS CONTRIBUTION	604.37
			3/03/23	KPERS T3 CONTRIBUTION	568.07
			3/17/23	KPERS T3 CONTRIBUTION	554.70
		UNIFIRST CORPORATION	3/17/23	UNIFORM SERVICE/TAX	175.43
			3/17/23	UNIFORM SERVICES/TAX	165.88
			3/17/23	UNIFORM SERVICES/TAX	<u>171.16</u>
				TOTAL:	18,964.52
WATER PRODUCTION	ELEC-WATER.-WWTP	APAC, INC.-SHEARS	3/17/23	BLUE 1" ROCK	788.49
			3/17/23	ENERGY SURCHARGE	15.00
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	603.30
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	12.11
		KANOKLA NETWORKS	3/08/23	TELEPHONE BILL	51.33
		LINE-X OF WICHITA	3/17/23	BEDLINER ~ FULL SIZE	575.00
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	BRAKER CALIPER	185.26-
			3/17/23	CORE RETURN	100.00-
			3/17/23	HUB,HOSE,ANTIFREEZE	43.36
			3/17/23	TIRE GAUGE, WIPER BLADE	41.69
			3/17/23	HEATER CARE	42.96
			3/17/23	GASKET	10.99
			3/17/23	8OZ WD-40	6.59
			3/17/23	RUST PENETRANT	7.99
		JOHN DEERE FINANCIAL	3/13/23	SOAPSTONE HLDR,NUTS,BOLTS,	4.68

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/13/23	1/4" FEMALE NPT 1/4 COUPLE	26.99
			3/13/23	HOSE END 1/4" MALE NPT	7.98
			3/13/23	TAPE TEFLON 1/2 X 260	0.99
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	PVC COUPLING	11.95
			3/17/23	DWV SCHEDULE PIPE	43.98
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	7.79
		USA BLUEBOOK	3/17/23	MISC CHEMICALS	783.47
			3/17/23	FREIGHT	35.63
			3/17/23	HACH SLIVER NITRATE CARTRI	104.97
			3/17/23	FREIGHT	18.07
		CAPITAL ONE	3/13/23	DISTILLED WATER	5.80
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	483.59
			3/17/23	FICA TRANSFER	492.27
			3/03/23	MEDICARE TRANSFER	113.11
			3/17/23	MEDICARE TRANSFER	115.14
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	82.02
			3/17/23	KPERS INS CONTRIBUTION	83.42
			3/03/23	KPERS CONTRIBUTION	314.59
			3/17/23	KPERS CONTRIBUTION	326.40
			3/03/23	KPERS T3 CONTRIBUTION	376.82
			3/17/23	KPERS T3 CONTRIBUTION	376.82
				TOTAL:	5,730.03
WATER DISTRIBUTION	ELEC-WATER.-WWTP	TEMPORARY VENDO AUSTIN KOGLE	3/08/23	AUSTIN KOGLE: CDL REIMBURS	13.00
		MATT LEVERETT	3/13/23	MATT LEVERETT: REIMBURSE B	200.00
		1000BULBS.COM	3/17/23	BAY LIGHT FIXTURE	301.76
		A AND A AUTO SUPPLY	3/08/23	SILENTGUARD BRAKE	40.99
			3/08/23	CUT-OFF WHEEL	25.20
		AMAZON CAPITAL SERVICES	3/08/23	LIGHT BAR	16.46
			3/08/23	BATTERY PACK	16.99
		VISA	3/01/23	LUNCH WTR DIST	33.92
			3/01/23	VALVE KITS	1,006.70
			3/01/23	SHIPPING CHARGES	10.00
			3/01/23	AIR HOSE REEL, FORGED D RI	277.96
			3/01/23	COFFEE	12.29
			3/01/23	SHIPPING CHARGES	10.75
			3/01/23	SHIPPING CHARGES	11.35
		DITCH WITCH UNDERCON	3/17/23	PROSPECTOR NOZZ C7/TAX	158.38
			3/17/23	PROSPECTOR ASSE FL/TAX	454.60
			3/17/23	HHM,OIL, 1 GAL/TAX	16.39
			3/17/23	REPAIR HAMMERHEAD TOOL	985.24
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	45.58
		FOLEY INDUSTRIES, INC.	3/17/23	TELEHANDER FORK	2,500.00
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	18.16
		GRAINGER	3/17/23	BATTERY AA PK 24	55.04
		GREENO INDUSTRIES	3/17/23	METAL	181.20
			3/17/23	METAL PLATE	275.00
		HACH COMPANY	3/17/23	ASSY.PCK CHEMKEY,CHLORINE	328.12
		KANSAS ONE-CALL SYSTEM, INC	3/08/23	LOCATES	386.40
		BRADY INDUSTRIES	3/17/23	CASE COLOR KNIT TSHIRTS	90.81
			3/17/23	CASE COPY PAPER	59.39
		MUNICIPAL SUPPLY, INC. OF WICHITA	3/17/23	NICOR RING & LID COMBO/TAX	900.00
			3/17/23	FRIEGHT	190.14
			3/17/23	BLUE MARK PAINT	583.20
			3/17/23	NL CC X PJ CORP STOP/CTS P	1,578.00
			3/17/23	SCHD40 BE PVC PIPE	128.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	SCHD40 BE PVC PIPE	334.00
			3/17/23	MJ RESTRAINT GLAND PVC	985.52
			3/17/23	MJ RESTRAINT GLAND PVC	461.24
			3/17/23	MJ RESTRAINT GLAND PVC	510.00
			3/17/23	MJ GASET	94.40
			3/17/23	MJ GASET	59.60
			3/17/23	MJ GASET	46.20
			3/17/23	NL PJ COUP COP/CTS P	1,692.50
			3/17/23	NP MIP X PJ COUP/CTS/PL	566.40
			3/17/23	MJ GATE VALVE OL	2,563.26
			3/17/23	MJ SOLID SLEEVE LP L/ACC	441.20
			3/17/23	MJ SOLID SLEEVE LP L/ACC	1,134.10
			3/17/23	MJ SOLID SLEEVE LP L/ACC	593.40
			3/17/23	FIP BRASS CURB STOP	2,552.00
			3/17/23	NL FIP BRASS CURB STOP	1,528.48
			3/17/23	NL CC X PJ BALL CORP STOP/	752.42
			3/17/23	NL PJ COUP/COP/CTS/PL	903.00
			3/17/23	BRASS NIPPLE	249.60
			3/17/23	NL BRONZE MTR FLNAGE TAPT2	507.75
			3/17/23	HEX BUSHING NL	77.75
			3/17/23	K COPPER TUBE ROLL	700.00
			3/17/23	BRASS NIPPLE	195.00
			3/17/23	BRASS NIPPLE	460.50
			3/17/23	CLOSE BRASS NIPPLE	153.50
			3/17/23	CLOSE BRASS NIPPLE	267.50
			3/17/23	CLOSE BRASS NIPPLE	1,641.60
			3/17/23	STR ELBOW 90 DEG NL	158.00
			3/17/23	NL COUPLING	127.80
			3/17/23	BRASS NIPPLE	67.08
			3/17/23	HEX BUSHING NL	66.85
		JOHN DEERE FINANCIAL	3/13/23	ELECTRODE HOLDER 200 AMP	19.99
			3/13/23	PRIMER,CEMENT,PVC,ADAPTER	22.27
			3/13/23	ELBOW 1/4 X 1/8	4.99
			3/13/23	RAMIK 64 MINI BAGS	24.99
			3/13/23	WELDER SUPPLIES	64.96
			3/13/23	BOOT ST CHORE HI MUCK	131.74
			3/13/23	GRINDING WHEEL	7.98
		SALINA SUPPLY COMPANY	3/17/23	2'x12 FCC-ST CL	107.98
			3/17/23	2"x7-1/2" CIRCLE SS REP CL	60.84
			3/17/23	2"x7-1/2" CIRCLE REP CLAMP	608.39
			3/17/23	2X12 FCC-ST-CL	431.93
			3/17/23	HYMAX 6" GRIP COUPLING	3,480.00
			3/17/23	DELIVER FEE	10.00
			3/17/23	CC TAP FCC	272.48
			3/17/23	FULL CIRC SS REPAIR CLAMP	261.21
			3/17/23	DELIVERY	10.00
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	582.94
			3/17/23	FICA TRANSFER	634.67
			3/03/23	MEDICARE TRANSFER	136.33
			3/17/23	MEDICARE TRANSFER	148.44
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	101.44
			3/17/23	KPERS INS CONTRIBUTION	109.78
			3/03/23	KPERS T3 CONTRIBUTION	855.15
			3/17/23	KPERS T3 CONTRIBUTION	925.45
		UNIFIRST CORPORATION	3/17/23	UNIFORM SERVICES	19.04
			3/17/23	UNIFORM SERVICES	19.04

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
				TOTAL:	39,853.70
WASTEWATER TREATMENT	ELEC-WATER.-WWTP	VISA	3/01/23	KDOR WICHITA CDL	54.33
			3/01/23	KDOR WICHITA CDL	10.75
			3/01/23	KDOR WICHITA CDL	10.75
			3/01/23	STANDARD PLATE CASTER	317.29
			3/01/23	FISHER M-97 8" COIL	683.26
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	588.79
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	12.11
		GRAINGER	3/17/23	ROTATING BEACON AMBER	78.91
		KELLY COMPLIANCE	3/13/23	EMPLOYEER DRUG SCREENS	50.25
		LINE-X OF WICHITA	3/17/23	BEDLINER ~ FULL SIZE	575.00
		MERIDIAN ANALYTICAL LABS, LLC	3/17/23	ELK SAMPLE	115.00
			3/17/23	WASTEWATER SAMPLE	252.00
			3/17/23	WASTEWATER SAMPLE	115.00
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	WIPER BLADE	25.58
			3/17/23	BOOSTER CABLE	58.99
		RAUSCH TIRE & EQUIPMENT	3/17/23	DISMOUNT & MOUNT LIFE	204.77
		AT&T	3/13/23	POTS PHONE LINES	138.64
		MILL CREEK LUMBER OF KANSAS INC.	3/17/23	FLYING INSECT KILL	6.99
			3/17/23	MULT-PURPOSE CEMENT	19.99
			3/17/23	PURPLE PRIMER	9.99
			3/17/23	CLEAR PIPE CLEANER	10.99
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	3.66
		TRACY ELECTRIC, INC.	3/17/23	CENTRIFUGE ANALOG INPUT	2,647.50
		USA BLUEBOOK	3/17/23	PHOSPHORUS	85.55
			3/17/23	TNT NITRATE	133.58
			3/17/23	FRIEGHT	25.83
			3/17/23	SCHEDULE 80 PVC MALE ADAPT	97.90
			3/17/23	SCHEDULE 80 PVC PIPE	339.95
		UV DOCTOR LAMPS, LLC	3/17/23	QUARTZ SLEEVE	793.96
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	409.20
			3/17/23	FICA TRANSFER	421.34
			3/03/23	MEDICARE TRANSFER	95.70
			3/17/23	MEDICARE TRANSFER	98.53
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	69.30
			3/17/23	KPERS INS CONTRIBUTION	71.24
			3/03/23	KPERS CONTRIBUTION	319.47
			3/17/23	KPERS CONTRIBUTION	342.91
			3/03/23	KPERS T3 CONTRIBUTION	264.66
			3/17/23	KPERS T3 CONTRIBUTION	257.72
		UNIFIRST CORPORATION	3/17/23	UNIFORM SERVICES	19.24
			3/17/23	UNIFORM SERVICES	19.24
				TOTAL:	8,980.16
NON-DEPARTMENTAL	ELEC-WATER.-WWTP	ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	18.33
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	12.11
		KANSAS MUNICIPAL UTILITIES	3/08/23	23' KMU AT THE CAPITOL	35.00
		SUNFLOWER CUSTOM T'S	3/17/23	SWEATSHIRT	23.50
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	239.83
			3/17/23	FICA TRANSFER	239.83
			3/03/23	MEDICARE TRANSFER	56.09
			3/17/23	MEDICARE TRANSFER	56.09
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	40.52
			3/17/23	KPERS INS CONTRIBUTION	40.52
			3/03/23	KPERS CONTRIBUTION	341.54

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/17/23	KPERS CONTRIBUTION	<u>341.54</u>
				TOTAL:	1,444.90
CAPITAL IMPROVEMENTS	MULTI-YR CPTL. IMP	VISA	3/01/23	LANSWEEPER	250.00
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	BASE LEASE PROGRAM	5,117.65
		TYLER TECHNOLOGIES, INC.	3/17/23	METER READING INTERFACE	<u>32.50</u>
				TOTAL:	5,400.15
ELECTRIC DISTRIBUTION	MULTI-YR CPTL. IMP	RCB BANK	3/08/23	LSE PMT BUCKET TRUCK	<u>4,458.01</u>
				TOTAL:	4,458.01
WATER DISTRIBUTION	MULTI-YR CPTL. IMP	MUNICIPAL SUPPLY, INC. OF WICHITA	3/17/23	GL C900 DR18 CL150P	1,514.00
			3/17/23	GJ C900 DR18 CL150P	1,066.00
			3/17/23	GJ C905 DR18 CL150P	1,690.00
			3/17/23	GJ C900 DR18 CL150P	588.80
			3/17/23	NL BRONZE CAP	34.10
			3/17/23	NL REDUCING CPLG	42.65
			3/17/23	NL MTR X MIP 90	456.80
			3/17/23	NL CC X PJ CORP STOP/CTS	1,565.10
			3/17/23	MJ TEE L/ACC	898.80
			3/17/23	MJ TEE L/ACC	362.80
			3/17/23	MJ GATE VALVE OL	3,862.56
			3/17/23	MJ REDUCER L/ACC	147.50
			3/17/23	MJ REDUCER L/ACC	214.20
			3/17/23	MJ SOLID PLUG L/ACC	135.80
			3/17/23	MJ SOLID PLUG L/ACC	<u>200.10</u>
				TOTAL:	12,779.21
NON-DEPARTMENTAL	SANITATION LANDFIL	KANSAS PAYMENT CENTER	3/03/23	CHILD SUPPORT	301.85
			3/17/23	CHILD SUPPORT	301.85
		CITY OF WELLINGTON	3/03/23	TRANSFER WITHHOLDING	608.44
			3/17/23	TRANSFER WITHHOLDING	545.36
			3/03/23	FICA TRANSFER	864.72
			3/17/23	FICA TRANSFER	829.32
			3/03/23	MEDICARE TRANSFER	202.23
			3/17/23	MEDICARE TRANSFER	193.95
		CITY OF WELLINGTON	3/03/23	KPERS CONTRIBUTION	93.73
			3/17/23	KPERS CONTRIBUTION	91.53
			3/03/23	KPERS T2 CONTRIBUTION	81.01
			3/17/23	KPERS T2 CONTRIBUTION	82.89
			3/03/23	KPERS T3 CONTRIBUTION	685.89
			3/17/23	KPERS T3 CONTRIBUTION	636.53
			3/17/23	OPTIONAL LIFE	1.95
			3/17/23	OPTIONAL LIFE	1.95
			3/17/23	OPTIONAL LIFE SPOUSE	1.10
			3/17/23	OPTIONAL LIFE SPOUSE	1.10
		CITY OF WELLINGTON	3/03/23	TRANSFER STATE WITHHOLDING	425.52
			3/17/23	TRANSFER STATE WITHHOLDING	<u>392.91</u>
				TOTAL:	6,343.83
SANITATION COLLECTION	SANITATION LANDFIL	AAA PORTABLE SERVICES, LLC	3/17/23	RESTROOM RENTAL SINGLE CHR	143.75
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT .PROGRAM	12.00
		FLEETPRIDE, INC.	3/17/23	REPAIRS TRK #96	304.20
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	6.06
		KELLY COMPLIANCE	3/13/23	EMPLOYEYEE DRUG SCREENS	50.25
		LIFT PARTS SERVICE, LLC	3/17/23	PREVN MAINT.& REPAIRS	402.12

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		RAUSCH TIRE & EQUIPMENT	3/17/23	NEW TIRES	1,960.00
		SOUTH HAVEN LP GAS, INC.	3/17/23	PROPANE	370.44
		AT&T	3/13/23	POTS PHONE LINES	67.07
		SUNFLOWER CUSTOM T'S	3/17/23	HOODIES	47.00
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	0.85
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	571.22
			3/17/23	FICA TRANSFER	540.90
			3/03/23	MEDICARE TRANSFER	133.59
			3/17/23	MEDICARE TRANSFER	126.50
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	94.34
			3/17/23	KPERS INS CONTRIBUTION	86.87
			3/03/23	KPERS T2 CONTRIBUTION	113.82
			3/17/23	KPERS T2 CONTRIBUTION	116.46
			3/03/23	KPERS T3 CONTRIBUTION	681.47
			3/17/23	KPERS T3 CONTRIBUTION	615.91
		UNIFIRST CORPORATION	3/17/23	UNIFORM CLEANING	24.41
			3/17/23	UNIFORM CLEANING	24.41
				TOTAL:	6,493.64
TRANSFER STATION	SANITATION LANDFIL	VISA	3/01/23	KS GOV PMT ~ TITLE FOR KUB	10.25
		FOLEY INDUSTRIES, INC.	3/17/23	PERFORMED SERVICE D6 DOZER	732.31
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	12.11
		HAMPEL OIL	3/13/23	#2 HAMPEL DIESEL @ \$3.256/	1,162.39
		HAWKINS SERVICES LLC	3/17/23	NEW VALVES STEMS ~ EXTING.	68.00
		SW MGMT FUND-KDHE	3/16/23	FEBRUARY 2023	181.59
		KELLY COMPLIANCE	3/13/23	EMPLOYEYEE DRUG SCREENS	99.25
		PLUMB THICKET LANDFILL	3/17/23	TONS HH TRASH @ \$26.51/TON	37,683.24
		SOUTH CENTRAL SOLID WASTE AUTHORITY	3/16/23	FEBRUARY 2023	337.76
		AT&T	3/13/23	POTS PHONE LINES	67.07
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	2.97
		CAPITAL ONE	3/13/23	FOLDERS	5.72
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	293.50
			3/17/23	FICA TRANSFER	288.42
			3/03/23	MEDICARE TRANSFER	68.64
			3/17/23	MEDICARE TRANSFER	67.45
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	49.09
			3/17/23	KPERS INS CONTRIBUTION	48.28
			3/03/23	KPERS CONTRIBUTION	131.70
			3/17/23	KPERS CONTRIBUTION	128.60
			3/03/23	KPERS T3 CONTRIBUTION	282.20
			3/17/23	KPERS T3 CONTRIBUTION	278.40
		UNIFIRST CORPORATION	3/17/23	UNIFORM CLEANING	18.05
			3/17/23	UNIFORM CLEANING	18.05
				TOTAL:	42,035.04
SANITATION COLLECTION	SANITATION EQUIP.	IMPACT BANK	3/08/23	LSE PMT REFUSE TRUCK	2,430.56
				TOTAL:	2,430.56
NON-DEPARTMENTAL	WELLINGTON MUNIC.A	AFLAC	3/17/23	AFLAC EMPLOYEE CONTRIB PRE	15.47
			3/17/23	AFLAC EMPLOYEE CONTRIB PRE	15.47
		CITY OF WELLINGTON	3/03/23	TRANSFER WITHHOLDING	195.97
			3/17/23	TRANSFER WITHHOLDING	195.97
			3/03/23	FICA TRANSFER	125.93
			3/17/23	FICA TRANSFER	125.93
			3/03/23	MEDICARE TRANSFER	29.45
			3/17/23	MEDICARE TRANSFER	29.45

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF WELLINGTON	3/03/23	KPERS T2 CONTRIBUTION	125.62
			3/17/23	KPERS T2 CONTRIBUTION	125.62
		CITY OF WELLINGTON	3/03/23	TRANSFER STATE WITHHOLDING	90.51
			3/17/23	TRANSFER STATE WITHHOLDING	<u>90.51</u>
				TOTAL:	1,165.90
WELLINGTON AIRPORT	WELLINGTON MUNIC.A	B & B ELECTRIC MOTOR CO.	3/17/23	SMART CAPACITOR	86.00
		BRC BEARING COMPANY, INC.	3/17/23	SINGLE ROW BALL BRGS	52.32
		VISA	3/01/23	AWOS PHONE	16.94
			3/01/23	ABOVE GROUND STORAGE TANK	12.25
			3/01/23	AIR NAV RENEWAL	175.00
			3/01/23	ABOVE GROUND STORAGE TANK	53.25
			3/01/23	AWOS PHONE	16.97
			3/01/23	AIRPORT PUBLICATION X3	920.70
		ENTERPRISE FM TRUST-ENTERPRISE FLEET M	3/08/23	MAIN. MANAGEMENT PROGRAM	18.33
		GOOGLE LLC	3/08/23	GOOGLE G SUITE BASPC	6.06
		O'REILLY AUTOMOTIVE STORES, INC.	3/17/23	PLIERS	21.99
			3/17/23	AIR FILTER	8.23
		AT&T	3/13/23	POTS PHONE LINES	69.33
		TOUCHTONE COMMUNICATIONS	3/08/23	LONG DISTANCE	0.85
		WAXIE SANITARY SUPPLY	3/17/23	URINAL SCREEN	28.57
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	125.93
			3/17/23	FICA TRANSFER	125.93
			3/03/23	MEDICARE TRANSFER	29.45
			3/17/23	MEDICARE TRANSFER	29.45
		CITY OF WELLINGTON	3/03/23	KPERS INS CONTRIBUTION	20.94
			3/17/23	KPERS INS CONTRIBUTION	20.94
			3/03/23	KPERS T2 CONTRIBUTION	176.49
			3/17/23	KPERS T2 CONTRIBUTION	<u>176.49</u>
				TOTAL:	2,192.41
POLICE	POLICE VIN FUND	VISA	3/01/23	VIN INSPECTION	<u>200.00</u>
				TOTAL:	200.00
NON-DEPARTMENTAL	CLAIMS	COURT RESTITUTION	3/17/23	COURT ORDERED RESTITUTION	19.00
		KANSAS STATE TREASURER	3/17/23	REINSTATEMENT FEE	732.00
			3/17/23	JUDICIAL EDUCATON	47.50
			3/17/23	LAWN ENFORCEMENT TRN FEE	799.43
			3/17/23	COMMUNITY CORRECTIONS	25.00
			3/17/23	SEAT BELT SAFETY FUND	0.00
		SUMNER COUNTY TREASURER	3/08/23	SLATE VALLEY SEWER PROJECT	<u>8,312.22</u>
				TOTAL:	9,935.15
NON-DEPARTMENTAL	SCCDAT GRANT	WELLINGTON RECREATION COMMISSION	3/17/23	EMPLOYEE CONTRIBUTIONS	23.00
			3/17/23	EMPLOYEE CONTRIBUTIONS	23.00
		CITY OF WELLINGTON	3/03/23	TRANSFER WITHHOLDING	266.80
			3/17/23	TRANSFER WITHHOLDING	266.80
			3/03/23	FICA TRANSFER	198.77
			3/17/23	FICA TRANSFER	198.77
			3/03/23	MEDICARE TRANSFER	46.49
			3/17/23	MEDICARE TRANSFER	46.48
		CITY OF WELLINGTON	3/03/23	TRANSFER STATE WITHHOLDING	109.20
			3/17/23	TRANSFER STATE WITHHOLDING	<u>109.11</u>
				TOTAL:	1,288.42
DFC GRANT	SCCDAT GRANT	INDIANA UNIV ACCTS RECEIVABLE	3/17/23	CONSULTING SERVICES	6,250.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		CITY OF WELLINGTON	3/03/23	FICA TRANSFER	198.77
			3/17/23	FICA TRANSFER	198.77
			3/03/23	MEDICARE TRANSFER	46.49
			3/17/23	MEDICARE TRANSFER	<u>46.48</u>
				TOTAL:	6,740.51
GOLF	WELL. MUNI. GOLF C	APAC, INC.-SHEARS	3/17/23	CONCRETE	3,308.50
		RICHARD BECKER	3/17/23	SAWTOOTH OAKS	2,125.00
			3/17/23	SUNSET MAPLES	2,125.00
		PROFESSIONAL TURF PRODUCTS, LP	3/17/23	COURSE MAINT. TOOLS	<u>1,429.95</u>
				TOTAL:	8,988.45
AIRPORT IMPROVEMENTS	WELLINGTON AIRPORT	LOCHNER	3/13/23	ENGINEERING SERVICES~GRANT	3,186.00
		ROOD & ASSOCIATES	3/17/23	INDEPENDENT FEE ESTIMATE	<u>2,880.00</u>
				TOTAL:	6,066.00
POLICE	DRUG AWARENESS FUN	VISA	3/01/23	DARE GRADUATION ITEMS	<u>84.98</u>
				TOTAL:	84.98

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

001	GENERAL FUND	264,755.94
114	EMPLOYEE BENEFIT CONTR	1,088.80
115	SPECIAL LIABILITY EXPENSE	15,740.00
118	FIRE INSURANCE PROCEEDS	9,882.28
131	SPECIAL CITY HIGHWAY	7,271.38
324	EQUIPMENT RESERVE	9,049.13
325	CAPITAL IMPROVEMENT	36,294.18
402	GOLF COURSE	17,022.83
415	ELEC-WATER.-WWTP	630,783.93
425	MULTI-YR CPTL. IMP.&EQU.	22,637.37
430	SANITATION LANDFILL UTILI	54,872.51
434	SANITATION EQUIP. RESERVE	2,430.56
441	WELLINGTON MUNIC.AIRPORT	3,358.31
505	POLICE VIN FUND	200.00
601	CLAIMS	9,935.15
603	SCCDAT GRANT	8,028.93
608	WELL. MUNI. GOLF CRSE TRU	8,988.45
619	WELLINGTON AIRPORT FAA GR	6,066.00
629	DRUG AWARENESS FUND	84.98

 GRAND TOTAL: 1,108,490.73

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF WELLINGTON
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/01/2023 THRU 3/17/2023

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL R E P O R T 03/01/2023 - 03/17/2023
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

AMBULANCE MONTHLY FINANCIAL REPORT
FEBRUARY 2023

		MEDICLAIMS/AVC	COLLECTIONS	TOTALS	SU COUNTY
Year 2023 Sumner County Subsidy					\$ 21,916.67
COLLECTION ACCT PAYMENTS (CBK and/or ARSI)			\$ 2,679.92		
KS Set Off			\$ 50.00		
Patient/Other/Insurance Payments in collections w/ ARSI					
Patient/Insurance Payments in collections w/CBK	+		\$ 395.46		
Total Revenue Received	=	\$ 79,864.89	\$ 3,125.38	\$ 82,990.27	
Prior Month Ending Balance	+	\$ 25,513,187.28	\$ 266,061.03		
Billed by Mediclaims	+	\$ 140,972.20			
Vehicle Assessment charges	+	\$ 1,000.00			
Total Charges	=			\$ 141,972.20	
Patient Payments	-	\$ (2,338.43)			
Insurance Payments	-	\$ (77,526.46)			
Vehicle Assessment payments	-	\$ -			
OTHER (e.g.Outside Assists)	-	\$ -			
Accounts to Collection Agency (CBK)	-	\$ (5,334.01)			
Medicare Write-Off's	-	\$ (38,267.60)			
Sequestration Reduction	-	\$ (883.10)			
Blue Cross Write-Off	-	\$ (2,010.14)			
Medicaid Write-Off	-	\$ (9,462.72)			
Other Insurance Write-Off	-	\$ (1,679.29)			
Other Write-Off's (bankruptcies, deceased, VEH ASSESS)	-	\$ (1,179.58)			
Refunds	+	\$ 1,921.34			
REPORT BALANCE	=	\$ 25,598,264.38	\$ 269,186.41		
MEDICLAIMS AGED RECEIVABLES BALANCE		\$ 398,275.04			
Month-To Date-Runs: Year 2022		197			
Year-To-Date-Runs: Year 2022		434			
Month-To-Date Runs: Year 2023		186			
Year-To-Date Runs: Year 2023		405			

Monthly 2023

	Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct	Nov.	Dec.	Total	Last Year
Responses														
City Fires		5	2										7	10
District 6 Fires		0	0										0	5
District 7 Fires		1	2										3	6
KTA Fires not in Dist 6&7		1	0										1	0
Mutual Aid Given		0	1										1	7
Mutual Aid Received		0	0										0	9
Property Loss \$	20,000	1350											21,350	186,915
Fire		7	4										11	21
Medical/Rescue		112	89										201	230
Hazardous Condition		7	4										11	8
Service Calls		5	5										10	14
Good Intent Calls		11	12										23	22
Alarm Activations		3	3										6	1
Severe Weather		0	0										0	0
Other/Special Type		1	0										1	0
EMS														
City EMS		113	96										209	232
County EMS		32	23										55	78
Transported to Wgn ER		49	51										100	87
Wichita & area transports		74	67										141	124
Non Transport		74	57										131	153
County Bypass		11	7										18	34
City Bypass		11	4										15	36
Hours Worked														
Regular Hours Worked	4641	3986.75											8627.75	8449.25
Incident Call In Overtime	83.5	153.25											236.75	401
Other Overtime	0	6											6	86.25
FLSA Overtime	400	280											680	624

Activities

Training Hours	107	123.25	230.25	282.75
Inspections/Preplans	1	5	6	3
Fire Hydrants Tested	0	0	0	0
Tours	0	0	0	1
Community Events	1	3	4	0
Public Education	2	0	2	2
Fire Investigations	1	0	1	5

Revenue

Ambulance Revenue	67,178	82,990	150,168	119,592
County Subsidy for EMS	21917	21917	43834	43834
Fire District 6	600	250	850	800
Fire District 7	201	218	419	1644
Grants/Donations	10000	0	10000	0
Haz Mat Response	0	0	0	0
Total Monthly Revenue	99,896	105,375	205,271	165,870

Park Board
City of Wellington, KS
Minutes of the Meeting
FEBRUARY 13, 2023

Members Present: Council Member Robert Hamilton, Sandy McNevin, Pam Hinman, Roy Kabureck
Members Absent: Annarose White
Staff Present: Jeremy Jones-Director of Public Works, Tracy Thomas-Admin Asst
Seth Henton-Park Supervisor
Guests Present: Kim Aue, Sandy Baker, Fred LeMaster

CALL TO ORDER

Director Jones called the meeting to order at 5:48 p.m. The Pledge of Allegiance was recited and attendance was taken. The Board is now meeting in the Council Chambers of the City Administration Building. Director Jones stated that this venue accommodates audience attendance better and will allow the Board to conduct their meetings with more formality.

APPROVAL OF MINUTES

A motion was made by Sandy McNevin to approve the minutes of the January 9, 2023 meeting, seconded by Robert Hamilton with all in favor.

AUDIENCE PARTICIPATION

There were no requests for audience participation for this meeting.

ITEMS OF BUSINESS

Wellington Lake Opening Day

The Wellington Lake will open for camping on March 1, 2023. Director Jones reported that last year several changes were made to the opening day process. Staff is currently preparing a Media Release for distribution soon which will detail the process for this year. Director Jones has received some input from Lake patrons suggesting changes to the line-up location for vehicles coming through on opening day for permits and camping spots. Director Jones is proposing that vehicles can arrive no earlier than 9:00 a.m. on March 1st and permits will be issued beginning at 10:00 a.m. Vehicles will line up from the Permit Office and go North which will allow vehicles to remain on City property.

Director Jones is also considering having permits issued for the West side of the Lake only on March 1st and the East side of the Lake on March 2nd. Campers will be allowed to move into their spots later that same day, but no later than one week after that date. This will help alleviate excess traffic through the area. Director Jones stated that Lake Staff will not be giving out stakes to mark camping spots this year. There were some issues with that last year. The Lake is currently 45 inches low, therefore the boat ramps will remain closed. The changes that were implemented last year in the rules and regulations seemed to go over with minimal issues. Director Jones reported there are a couple of campers that Lake Staff is having to make arrangements to be towed. Some campers left trash and debris for Lake Staff to clean up. Staff is currently reviewing applications submitted for a full time Lake Clerical position. This will allow the permit office to be open year round.

Fred LeMaster inquired about purchasing permits for Lake patrons that are unable to be present at opening day due to working out of town. Director Jones stated this would be difficult to allow without creating issues such as one person buying up several spots for others. Mr. LeMaster also asked if tents would still be allowed over Memorial Day and Labor Day weekends. Director Jones stated that provision is in the ordinance and would be allowed as long as no safety issues are created.

Sandy McNevin inquired about police presence at the Lake for this year. Director Jones stated that the Police Department is currently dealing with staffing shortages and we will have to see if they have an officer available. Robert Hamilton inquired on the status of the Girl Scout Cabin. Director Jones stated that the cabin needs significant remodeling including ADA restrooms. He will follow up with the architect who is designing the remodel. This facility would make an excellent rental cabin.

Internet availability at the Lake was discussed, as well as additional discussion with the Board and audience members. Sandy Baker asked if Lake Staff could clean out the burn pits prior to opening season. Director Jones will make contact with his Staff to have that done.

STAFF REPORTS

Park Supervisor Henton reported his Staff have been making preparations for Spring. He ordered a new fabric structure for the canopies at Worden Park, also ordered new restroom partitions and countertops for Worden Park. The Park Department's new mower has been ordered and fertilizer and seed will be applied at Worden Park this year. Seth will be attending CPSI (Certified Playground Safety Inspector) certification training in March. He also reported the Woods Park sign was installed by Park and Cemetery Staff last week. Director Jones passed around a photo of the new sign which is located on the West entrance of Woods Park off Highway 160. The Electric Department will install a light on an existing pole above the sign. Sandy McNevin inquired who Woods Park is named after. Roy Kabureck stated Harry Woods was a founding father and donated land for the park. He has an old newspaper article he will bring to a future meeting.

Director Jones reported another break-in of a City facility. The building at Rock Island ballfield was broken into a couple of weeks ago and the door frame was damaged beyond repair and will need to be replaced. This is the second City facility break-in within the last few months.

REPORTS OF BOARD MEMBERS

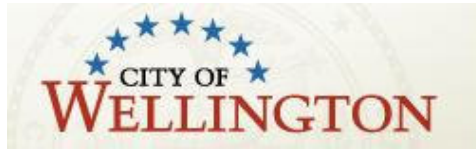
Robert Hamilton inquired about the lights for the skate park. Director Jones stated that he would follow up with the Electric Department. Roy Kabureck confirmed that the lights would be on an automatic timer so that they would shut off at a designated time each night. Robert Hamilton also asked about the pool. Director Jones stated that the plumber that recently came down and was going to provide an estimate on the repairs had called to say he was not interested in the job. Staff has made several attempts to secure a contractor to make the needed repairs but have been unsuccessful. City Staff will make the repairs in-house as soon as scheduling and weather will allow.

Roy Kabureck stated he had gone through the parks and everything looked good. He asked if Park staff were aware of potholes in the asphalt road inside Woods Park. Seth Henton stated that the Street crew was filling those in.

Sandy McNevin inquired about the railroad work on Mill Street. Director Jones stated the railroad is replacing the panels at that location this week.

ADJOURN

Robert Hamilton moved to adjourn the meeting, seconded by Sandy McNevin with all in favor. Meeting adjourned at 6:40 PM.



MEDIA RELEASE

To: MEDIA & CITY DEPARTMENTS

From: Adam Erber - Street Supervisor

Date: March 16, 2023

Re: Street Work (Mastic Seal)

The City of Wellington Street Department will begin mastic seal in the following areas on March 21, 2023. This project will continue through March 31st, weather permitting.

1700 and 1800 Blocks of W. Edgewood Dr.

16th Street from Edgewood Dr. to Crestview Rd.

Crestview Heights Addition

Please try to avoid parking over wide cracks along the streets in this area during the project.

Mastic Seal is a hot-applied polymer modified asphalt mixed with specially designed aggregate and modifier combinations that is chosen to properly fill wide cracks and defects, thus allowing for prevention of water infiltration while restoring and improving traffic quality. The large cracks in these specified areas will be cleaned of dirt and debris using compressed air.

The Street Department will handle all traffic control during these projects.

For additional information, please contact the Street Department at (620) 326 7831.



Memorandum

To: Honorable Mayor & Council

From: Jeff Porter, City Manager

Date: March 17, 2023

Re: Neighborhood Stabilization Program

Following up on the discussion of the last few weeks regarding the ability to fund additional demolition and compliance cleanup of distressed properties in the community. Staff examined funding sources to accomplish these goals while minimizing the revenue impacts on the sanitation fund or prematurely depleting the demolition funds. Looking at strategies used in other communities and the rules issued by the US Department of Treasury, it is possible to create a linkage between pandemic recovery and addressing blighted, distressed, or underutilized properties. However, it is more complex than allocating and spending money on neighborhood investment activity.

American Rescue Plan Act (ARPA) funds may be used for "Building strong, healthy communities through investments in neighborhoods." Since this is a broad category of eligible expenditures, Treasury has further advised that investments in housing and neighborhoods must be targeted toward disproportionately impacted communities.

Based on the guidance documents, services for vacant or abandoned properties are eligible -- **if they address the pandemic's public health and negative economic impacts on disproportionately impacted households or communities**. Treasury pointed to HUD's Neighborhood Stabilization Program (NSP) as the preferred manner to structure such efforts. While the NSP has not received Congressional funding since 2014, below is a list of activities allowed under the program.

Eligible activities include:

- Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact
- Costs associated with acquiring and securing legal title of vacant or abandoned properties and other expenses to position the property for current or future productive use
- Removal and remediation of environmental contaminants or hazards from vacant or abandoned properties, when conducted in compliance with applicable environmental laws or regulations
- Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial facilities) paired with greening or other lot improvements as part of a strategy for neighborhood revitalization
- Greening or cleanup of vacant lots, as well as other efforts to make vacant lots safer for the surrounding community

- Conversion of vacant or abandoned properties to affordable housing
- Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition, greening, or other remediation activities

Treasury's guidance advises recipients choosing to engage in the above activities to do so as part of a strategy for neighborhood revitalization and to articulate how abated, cleared, or converted properties will benefit the disproportionately impacted neighborhood. Noting eligible expenditures should help current residents and businesses who experienced the pandemic's impact on the community.

Further, Treasury notes that the potential adverse impacts of demolishing blighted, vacant, or abandoned residential properties require additional considerations. Therefore, demolition activities that aggravate the pandemic's effect on housing insecurity or increase the current lack of affordable housing are ineligible uses of funds.

Additionally, using ARPA funds requires that the City comply with the Property Acquisition Policies Act of 1970, the Uniform Guidance regarding procurement, contracting, and conflicts of interest, the National Environmental Protection Act of 1969, and potentially the Davis-Bacon Wage Act. Recipients must also comply with all federal, state, and local public health and environmental laws or regulations that apply to activities under this eligible use category, for example, requirements around the handling and disposal of asbestos-containing materials, lead paint, and other harmful materials may apply, as well as environmental standards for any backfill materials used at demolition sites.

The advisory documents noted that should the City use the money to make sub-grants (either to homeowners or contractors), they must evaluate each recipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the sub-award. Unlike some programs, the use of sub-grants does not relieve the City of responsibility for ensuring grantees conform with laws related to safety, contracting, wages, and other requirements related to federal construction projects.

Finally, staff feels that in building out a program, there needs to be a consideration for how strategic investment in properties in mild distress could benefit identified neighborhoods. For example, investment in properties that are not yet a blighting influence could be as beneficial to neighborhoods as removing an abandoned structure. All of the issues are manageable, but before staff works to create policies, procedures, and other documents necessary to establish and administer a neighborhood stabilization program, we need to discuss the implications of the program and impacts on previously articulated desires for the use of ARPA funding.

Respectfully submitted,

Jeff Porter
City Manager



Memorandum

To: Honorable Mayor & Council

From: Jeff Porter, City Manager

Date: March 17, 2023

Re: RV Parking Regulations Amendment

Attached is language limiting the parking of major recreation equipment and establishing permitting for the use of recreational vehicles in residential zones. If the Governing Body approves of the language, staff recommends referring it to the Planning Commission for study and a public hearing. City Code and state statutes require the Planning Commission to review and solicit public comment before the City Council can adopt an ordinance altering zoning regulations.

Respectfully submitted,

Jeff Porter
City Manager

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 40-709(12) AND CREATING SECTION 40-709a.

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

SECTION I

That Section 40-709(12) of the Code of the City of Wellington, Kansas, shall be amended to read as follows:

- (12) Major recreational equipment such as boats, boat trailers, travel trailers, pickup campers or coaches, except when mounted on a vehicle camping buses or converted trucks, and tent trailers shall not be stored in a residential district except within an enclosed building, or behind the front setback line in the side or rear yard.
- a. On a corner lot such equipment shall be kept back of the front setback lines on both street sides.
 - b. No such recreational equipment shall be utilized for living, sleeping, housekeeping or storage purposes when parked on a residential lot or in any location not approved for such use, except as provided for in Sec. 40-709a.
 - c. No utility hookups shall be permitted for recreational equipment.
 - d. Only equipment owned by the property owner or tenant shall be stored on the premises.

SECTION II

It is hereby ordained that 40-709a of the Code of the City of Wellington, Kansas, shall read as follows:

Recreational vehicles—Visiting—Temporary permit.

A person, upon application for the issuance of a temporary permit and approval thereof, may park one visiting recreational vehicle in the driveway of the dwelling visited for a period not to exceed twenty-one days; provided, that the temporary permit for such use shall not be renewed or another permit issued for such recreational vehicle at the same location within the calendar

year that such temporary permit was issued. There shall be no charge for a temporary permit issued for a visiting recreational vehicle.

SECTION III

It is hereby ordained that 40-720 of the Code of the City of Wellington, Kansas, shall read as follows:

A violation of this section shall be subject to fines and penalties as established in Sec. 40-763.

SECTION IV

EFFECTIVE. This ordinance shall take effect and be in force from and after its passage and approval and after its publication in the official city newspaper, as provided by law.

PASSED by the Council this _____ day of March, 2023.

APPROVED by the Mayor.

JIM VALENTINE, Mayor

(SEAL)
ATTEST

Heidi Theurer, City Clerk

FORM APPROVED:

Shawn R. DeJarnett, City Attorney



To: **Honorable Mayor & Council**
 Jeff Porter, City Manager

From: **Jeremy Jones, Public Works Director**

Date: **March 16, 2023**

Re: **Plum Street Reconstruction Project Design**

The approved 2023 budget provides funds in the 325 Street Projects Reserve for the design of Plum Street reconstruction, between Mission and 16th. This will follow a waterline replacement project occurring this year.

Plum Street is a heavily traveled street, serves an elementary school on the north end of the project and is a major route between residential and commercial locations on 8th Street. This particular stretch of street is in very poor condition, and has a number of patches from utility repairs and base failure.

This project provides for total reconstruction of the base and driving surface, along with new curb and gutter to improve drainage. A budget request will be submitted for construction in 2024.

Staff recommends approval as presented.

**WORK ORDER NO. 23-02
FOR ENGINEERING SERVICES**

OWNER: City of Wellington
ENGINEER: Professional Engineering Consultants, P.A.
REFERENCE: Agreement for Engineering Services
PROJECT: Wellington – Plum Street Reconstruction
PEC Project No. 35-217008-019-0135

This Work Order No. 23-02 is made as of this 13th day of March 2023, under the terms and conditions established in the Master Services Agreement dated January 5th, 2016 [the “Master Services Agreement” between the City of Wellington (Client) and Professional Engineering Consultants, P.A. (PEC)]. Except as modified herein, all terms and conditions of the Master Services Agreement shall continue in full force and effort.

A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES

See attached “Exhibit A”.

B. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

C. OTHER MATTERS

Engineer’s receipt of this executed (signed and dated) Work Order No. 23-02 shall be considered as our authorization to proceed.

CITY OF WELLINGTON

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Jeff Porter, City Manager Date


By:  _____ 3/14/2023
Benjamin M. Mabry, P.E. Date
VP Municipal Transportation Engineering

EXHIBIT A

A. **Project Description:**

1. The Project shall consist of survey, design, and construction administration services for the reconstruction of Plum Street from Mission Road to 16th Street minus the intersection of Orchard (as shown in exhibit B) with an estimated construction budget of \$627,300.00.
2. The Project delivery method is design-bid-build.

B. **Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that construction of the Project will commence in spring of 2024.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. **Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Preliminary Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in portable document format (PDF).
 - b) Written legal descriptions and associated map exhibits for acquisition of easement and right-of-way determined necessary to be acquired by the CLIENT in order to construct the PROJECT.
 - c) Final Plans (and supplemental specifications if necessary) and associated engineer's opinion of probable cost in PDF format.

D. **Scope of Services:**

1. Field Survey Services:
 - a) Verify inter-visible control points in area of construction and reference ties.
 - b) Verify benchmark descriptions within building area for construction.
 - c) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit C).
 - d) Locate all buildings and substantial features, including parking stripes, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - e) The coordinate base will be Kansas State Plane NAD 83(2011) South Zone and the elevations will be referenced to the NAVD 88 datum.
2. Civil Engineering Design Services:
 - a) Provide project correspondence and consultation with CLIENT.

- b) Provide quality control review prior to submission of project deliverables.
- c) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
- d) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
- e) Prepare preliminary plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost. The anticipated plan sheets are as follows:
 - i. Title Sheet
 - ii. Key Map and General Notes
 - iii. Typical Sections
 - iv. Paving Plan
 - v. Paving Details
 - vi. Erosion Control Plan
 - vii. Erosion Control Details
 - viii. Traffic Control Plan and Construction Sequencing
 - ix. Cross Sections
- f) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.
- g) Identify proposed easements and right-of-way that may be needed in order to construct the improvements, if determined necessary during design.
- h) Prepare legal descriptions and associated map exhibits for easement and right-of-way tracts determined necessary to be acquired by the CLIENT in order to construct the PROJECT.
- i) Advise CLIENT of utility conflicts and construction permits, as identified during design.
- j) A Storm Water Pollution Prevention Plan (SWPPP) will be prepared in accordance with the State and Local Authority Having Jurisdiction requirements. This plan will assist in the completion of the KDHE Notice of Intent Form.
- k) Prepare final plans and supplemental specifications, if necessary, in accordance with the current design criteria of the CLIENT along with an engineer's opinion of probable cost.
- l) Advertise PROJECT and distribute bid documents to prospective bidders.
- m) Respond to bidder's requests for information during the bidding process.
- n) Maintain bid document holders list.
- o) Attend and assist in facilitating the pre-bid conference, if applicable.
- p) Attend bid opening and prepare bid tabulation.
- q) Provide bid tabulation and notice of award to CLIENT.

3. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Attend and assist in facilitating the preconstruction conference.
- b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.

- c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- d) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
- 2. Attend all PROJECT progress meetings.
- 3. Provide access to the PROJECT area property.
- 4. Provide CLIENT utility locates within the PROJECT area.
- 5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
- 6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

- 1. Field Survey Services beyond those specifically identified in the above scope of services.
- 2. Production of record drawings, as-builts, or release of electronic files.
- 3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
- 4. Geotechnical investigations.
- 5. Geographic Information Systems (GIS) data collection and mapping services.
- 6. Manual or machine traffic counts of any driveway(s) or adjacent roadway(s).
- 7. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
- 8. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
- 9. Attendance at public meetings beyond those specifically identified in the above scope of services.
- 10. Railroad/Railway Coordination.
- 11. Vacuum excavation of existing utilities.

12. Design of “Additional Services or Extra Services” as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
13. Plan revisions, as necessary, to reduce the cost of construction after issue of CD’s. (Typically referred to “Value Engineering” or “VE”.)
14. Design of retaining walls.
15. Alternate designs not specifically listed in the Scope of Services.
16. Assistance with preparation of United States Army Corps of Engineers (USACE), Kansas Department of Agriculture (KDA), or Division of Water Resources (DWR) required permits.
17. Assistance with preparation of local jurisdiction floodplain fill required permits.
18. Construction Phase Services: Includes Construction Materials Testing, Inspection, and Construction Staking related to the project.
19. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
20. Landscape Architecture Services: Includes landscape design and tree planting.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. PEC’s Fees:

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC’s Fee for its Scope of Services will be on a lump sum basis in the amount of **\$64,900.00**. See below for aggregate total:

Services	Fees
Field Survey Services	\$ 9,500.00
Civil Engineering Design Services	\$ 45,400.00
Construction Administration Services	\$ 10,000.00
TOTAL	\$ 64,900.00

3. Taxes are not included in PEC’s Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

Exhibit B



EXHIBIT C

Topographic Survey Limits



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA,
KANSAS FOR DESIGN ENGINEERING SERVICES IN THE AMOUNT OF \$54,900.00
FOR THE PLUM STREET RECONSTRUCTION PROJECT**

WHEREAS, a proposed Design Engineering Services Agreement has been submitted by Professional Engineering Consultants, P.A. of Wichita, Kansas for the Plum Street Reconstruction Project, and

WHEREAS, the City Clerk and Director of Public Works have ascertained that funds are available for this project, and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Wellington, KS that the City Manager is hereby authorized to execute, on behalf of the City, a Design Engineering Services Agreement with Professional Engineering Consultants, P.A. of Wichita, Kansas for the Plum Street Reconstruction Project in the amount of \$54,900.00.

APPROVED AND ADOPTED at Wellington, KS this 21st day of MARCH 2023.

Mayor

ATTEST:

City Clerk

FORM APPROVED:

City Attorney



**To: Honorable Mayor & Council
Jeff Porter, City Manager**

From: Jeremy Jones, Public Works Director

Date: March 16, 2023

Re: East US 160 CCLIP Project Design Agreement

The 2023 budget provides funds in the 325 State Highway Reserve for the design of the above mentioned project. This is actually two (2) KDOT CCLIP project awards combined into one. The project consists of a 2” asphalt mill and overlay from the roundabout at North A to Woodlawn and is planned to be accomplished after the KDOT bridge replacement and Transportation Alternatives Bike/Pedestrian Path along the same route.

This stretch of highway carries over 6000 vehicles per day and becomes rutted and difficult to travel at times.

KDOT will be reimbursing the City 90% of construction and inspection costs while we are responsible for the other 10% plus 100% of the design.

Staff recommends approval of the proposal as presented.

**WORK ORDER NO. 23-01
FOR ENGINEERING SERVICES**

OWNER: City of Wellington
ENGINEER: Professional Engineering Consultants, P.A.
REFERENCE: Agreement for Engineering Services
PROJECT: Wellington – CCLIP US-160 from A Street to Woodlawn
PEC Project No. 35-217008-015-0135

This Work Order No. 23-01 is made as of this 24^h day of February 2023, under the terms and conditions established in the Master Services Agreement dated January 5th, 2016 [the “Master Services Agreement” between the City of Wellington (Client) and Professional Engineering Consultants, P.A. (PEC)]. Except as modified herein, all terms and conditions of the Master Services Agreement shall continue in full force and effort.

A. SCOPE OF SERVICES, SCHEDULE, AND PEC’S FEES

See attached “Exhibit A”.

B. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Work Order Agreement, shall remain in full force and effect.

C. OTHER MATTERS

Engineer’s receipt of this executed (signed and dated) Work Order No. 23-01 shall be considered as our authorization to proceed.

CITY OF WELLINGTON

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____
Jeff Porter, City Manager Date


By:  _____ 2/24/2023
Benjamin M. Mabry, P.E. Date
VP Municipal Transportation Engineering

EXHIBIT A

A. Project Description:

1. The Project shall consist of design and construction administration services for the resurfacing improvements along US-160 within the project boundaries generally described as US-160 from A Street to Woodlawn in accordance with the Kansas Department of Transportation (KDOT), Bureau of Local Projects Resurfacing Guidelines.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule:

1. PEC shall commence its services on the Project within 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that construction of the Project will commence in spring of 2024.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. Project deliverable schedules will be impacted by untimely receipt of information necessary to complete design. PEC will not have control over or responsibility for any CLIENT, contractor, or vendor's performance schedule.

C. Project Deliverables:

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Field Check Plans and supporting documents to the Kansas Department of Transportation (KDOT) and the CLIENT and associated engineer's opinion of probable cost in PDF format.
 - b) Plans, Specifications and Estimate (PS&E) Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.
 - c) Final Letting Plans and supporting documents to the KDOT and the CLIENT and associated engineer's opinion of probable cost in PDF format.

D. Scope of Services:

1. Design Services:
 - a) Provide project correspondence and consultation with CLIENT.
 - b) Provide quality control review prior to submission of project deliverables.
 - c) Attend and assist in facilitating a pre-design kickoff meeting with CLIENT to formalize the design criteria and PROJECT boundaries, lines of communication and overall project procedures.
 - d) Attend and assist in facilitating a design review meeting with the CLIENT to review the plans.
 - e) Conduct field observation/site visit to determine limits of proposed pavement patching and resurfacing improvements.

- f) Prepare plans (and supplemental specifications if necessary) in accordance with the current design criteria of the CLIENT and KDOT. Below are the anticipated items to be provided in the plans:
 - i. Paving plans identifying the limits of the proposed pavement, along with a typical section.
 - ii. Pavement marking plans and details.
 - iii. Summary of quantities plans.
 - iv. Traffic control plans and details, including construction sequencing plans.
- g) Propose a construction sequence for orderly construction of the PROJECT, if determined necessary during design.

2. Bidding Services:

- a) Advertise PROJECT and distribute bid documents to prospective bidders.
- b) Respond to bidder's requests for information during the bidding process.
- c) Maintain bid document holders list.
- d) Attend and assist in facilitating the pre-bid conference, if applicable.
- e) Attend bid opening and prepare bid tabulation.
- f) Provide bid tabulation and notice of award to CLIENT.

3. Construction Administration Services:

During the construction phase PEC shall provide construction administration services for the PROJECT, when requested by the CLIENT. The scope of services will be as follows:

- a) Attend and assist in facilitating the preconstruction conference.
- b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
- c) Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
- d) Make a maximum of two (2) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
- e) Consult with the inspector regarding interpretations or clarifications of the plans and specifications.
- f) Provide decisions in accordance with the contract documents on questions regarding the PROJECT.
- g) Review materials test reports as submitted by the City Inspector.
- h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
- i) Conduct a final on-site PROJECT review.
- j) Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.

E. Additional Responsibilities of CLIENT:

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Drawings, studies, reports, and other information available pertaining to the needs of the PROJECT.
2. Attend all PROJECT progress meetings.
3. Provide access to the PROJECT area property.
4. Provide CLIENT utility locates within the PROJECT area.
5. Provide prompt review of the PROJECT plans and specifications. Comments shall be returned within 14 calendar days of the preliminary plan submittal.
6. Easement and right-of-way appraisal and acquisition, if necessary, for construction of the PROJECT.

F. Additional Services:

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Field Survey Services.
2. Production of record drawings, as-builts, or release of electronic files.
3. Additional services associated with an expansion of the PROJECT or increase in PROJECT size and construction cost.
4. Geotechnical investigations.
5. Geographic Information Systems (GIS) data collection and mapping services.
6. Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
7. Meetings with local, State, or Federal agencies beyond those specifically identified in the above scope of services.
8. Attendance at public meetings beyond those specifically identified in the above scope of services.
9. Vacuum excavation of existing utilities.
10. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
11. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".)
12. Design of retaining walls.
13. Alternate designs not specifically listed in the Scope of Services.
14. Assistance with permitting.
15. Construction Phase Services: Includes Construction Testing and Inspection, Construction Staking related to the project.
16. Utility Relocation/Extension Design: Includes any public utility design not included within the scope of services above.
17. Landscape Architecture Services: Includes landscape design and tree planting.

G. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Additional services not included in the above scope of services.
2. Franchise Utility Design.
3. Railroad/Railway Design and Coordination.
4. Environmental site assessments.
5. Appraisal and acquisition of easements and right-of-way.
6. Permit and review fees.
7. Code mandated special structural inspections. The CLIENT shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed, if required.

H. PEC's Fees:

1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a lump sum basis in the amount of **\$47,300.00**.

Services	Fees
Design Services	\$ 40,800.00
Bidding Services	\$ 1,500.00
Construction Administration Services	\$ 5,000.00
TOTAL	\$ 47,300.00

3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
WITH PROFESSIONAL ENGINEERING CONSULTANTS, P.A. OF WICHITA,
KANSAS FOR DESIGN ENGINEERING SERVICES IN THE AMOUNT OF \$47,300.00
FOR THE EAST US-160 CCLIP PROJECT**

WHEREAS, a proposed Design Engineering Services Agreement has been submitted by Professional Engineering Consultants, P.A. of Wichita, Kansas for the East US-160 CCLIP Project, and

WHEREAS, the City Clerk and Director of Public Works have ascertained that funds are available for this project, and

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Wellington, KS that the City Manager is hereby authorized to execute, on behalf of the City, a Design Engineering Services Agreement with Professional Engineering Consultants, P.A. of Wichita, Kansas for the East US-160 CCLIP Project in the amount of \$47,300.00.

APPROVED AND ADOPTED at Wellington, KS this 21st day of MARCH 2023.

Mayor

ATTEST:

City Clerk

FORM APPROVED:

City Attorney



Memorandum

To: Mayor and City Council

From: Matthew Wiebe Airport Manager

Date: 3/15/2023

Re: Award of Contract Runway and Taxiway Rehab

Bids were received for the project stated above on March 7, 2023. Based on our review and the consideration of our consultant's recommendation, the City of Wellington recommends award of contract to Screed Tech, LLC in the amount of \$534,230.00 for the work associated with the referenced project. The total project budget is \$746,730 and will be a 90% FAA and 10% local match of funding making the city portion \$74,673. This bid came in substantially lower than the original estimate. The funds for this project have been budgeted. Our consultant has contacted multiple references for recent airfield pavement rehabilitation projects completed by Screed Tech, LLC, and has confirmed that they are a qualified contractor for the type of work to be completed with this project.

We have also reviewed the proposed DBE subcontractor to be used on this project and have verified that All Roads Barricades, Inc. is an approved DBE to perform work in the State of Kansas. In addition, Screed Tech, LLC has submitted the DBE Letter of Intent form and KDOT DBE certification for the respective DBE subcontractor proposed for use on this project.

The following documents were prepared for you review:

- Updated Total Project Budget, which includes the low bid, submitted by Screed Tech, LLC for the construction costs and the construction services amount included in the Construction Services Agreement with Lochner that is also included with this transmittal. Please note that the breakdown of funding references a 90/10 split between the FAA and the Sponsor.
- Copies of the Grant Applications for Design, Construction, and Construction Services.

TABULATION OF BIDS

WELLINGTON MUNICIPAL AIRPORT (EGT) WELLINGTON, KANSAS

BASE BID
REPAIR PAVEMENT, RESEAL CONCRETE JOINTS, AND REMARK RUNWAY 18-36,
PARALLEL TAXIWAY, AND CONNECTING TAXIWAYS
REMARK CONCRETE PORTION OF AIRCRAFT PARKING APRON

FAA AIP/BIL No. 3-20-0087-019/020-2023

Bids Received: 3/7/2023
Lochner Job No.: TO0117204

Bids Tabulated By: REM
Date: 3/27/2023

Bids Checked By: EGR
Date: 3/27/2023

		Engineer's Estimate		Screed Tech, LLC. 70601 567th Ave. Fairbury, NE 68352		American Pavement Solutions, Inc. 1455 Gruber Rd. Green Bay, WI 54313		JLT Contracting, LLC. P.O. Box 81 Cushing, OK 74023			
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 70,078.75	\$ 70,078.75	\$ 30,000.00	\$ 30,000.00	\$ 3,500.00	\$ 3,500.00	\$ 56,415.00	\$ 56,415.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 12,500.00	\$ 12,500.00	\$ 500.00	\$ 500.00	\$ 26,600.00	\$ 26,600.00
3	Full Depth Concrete Pavement Removal (Full and Partial Panel)	293	S.Y.	\$ 60.00	\$ 17,580.00	\$ 18.00	\$ 5,274.00	\$ 153.00	\$ 44,829.00	\$ 47.00	\$ 13,771.00
4	Unsuitable Base Course Removal (6")	30	S.Y.	\$ 60.00	\$ 1,800.00	\$ 100.00	\$ 3,000.00	\$ 50.00	\$ 1,500.00	\$ 47.00	\$ 1,410.00
5	Clean and Reseal Existing Joints	124,142	L.F.	\$ 3.00	\$ 372,426.00	\$ 2.30	\$ 285,526.60	\$ 2.72	\$ 337,666.24	\$ 3.00	\$ 372,426.00
6	Route, Clean, and Seal Cracks in Concrete Pavement	85	L.F.	\$ 20.00	\$ 1,700.00	\$ 4.00	\$ 340.00	\$ 30.00	\$ 2,550.00	\$ 6.00	\$ 510.00
7	Joint Spall Repair	13	C.F.	\$ 2,000.00	\$ 26,000.00	\$ 1,300.00	\$ 16,900.00	\$ 3,000.00	\$ 39,000.00	\$ 235.00	\$ 3,055.00
8	Concrete Pavement Pop-Outs	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 4,400.00	\$ 4,400.00	\$ 3,000.00	\$ 3,000.00	\$ 17,575.00	\$ 17,575.00
9	Concrete Pavement Mudjacking	115	S.Y.	\$ 175.00	\$ 20,125.00	\$ 55.00	\$ 6,325.00	\$ 110.00	\$ 12,650.00	\$ 117.00	\$ 13,455.00
10	Aggregate Base Course (6")	30	S.Y.	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00	\$ 50.00	\$ 1,500.00	\$ 134.00	\$ 4,020.00
11	Full and Partial Panel Material (Concrete)	65	C.Y	\$ 250.00	\$ 16,250.00	\$ 200.00	\$ 13,000.00	\$ 300.00	\$ 19,500.00	\$ 200.00	\$ 13,000.00
12	Full and Partial Panel Placement (Concrete)	293	S.Y.	\$ 100.00	\$ 29,300.00	\$ 50.00	\$ 14,650.00	\$ 153.00	\$ 44,829.00	\$ 56.25	\$ 16,481.25
13	Surface Preparation, Pavement Marking Removal	17,697	S.F.	\$ 2.00	\$ 35,394.00	\$ 1.50	\$ 26,545.50	\$ 1.88	\$ 33,270.36	\$ 2.00	\$ 35,394.00
14	Surface Preparation, Pavement Marking Cleaning	42,336	S.F.	\$ 0.50	\$ 21,168.00	\$ 0.65	\$ 27,518.40	\$ 0.29	\$ 12,277.44	\$ 0.30	\$ 12,700.80
15	ReflectORIZED Pavement Marking (White)	32,553	S.F.	\$ 2.25	\$ 73,244.25	\$ 1.50	\$ 48,829.50	\$ 0.65	\$ 21,159.45	\$ 0.70	\$ 22,787.10
16	ReflectORIZED Pavement Marking (Yellow)	5,104	S.F.	\$ 2.25	\$ 11,484.00	\$ 1.50	\$ 7,656.00	\$ 0.56	\$ 2,858.24	\$ 0.60	\$ 3,062.40
17	Non-ReflectORIZED Pavement Marking (Yellow)	207	S.F.	\$ 2.00	\$ 414.00	\$ 1.40	\$ 289.80	\$ 0.53	\$ 109.71	\$ 0.55	\$ 113.85
18	Non-ReflectORIZED Pavement Marking (Black)	19,268	S.F.	\$ 2.00	\$ 38,536.00	\$ 1.40	\$ 26,975.20	\$ 0.52	\$ 10,019.36	\$ 0.55	\$ 10,597.40
BASE BID - TOTAL				\$ 800,000.00		\$ 534,230.00		\$ 590,718.80		\$ 623,373.80	
				Snodgrass & Sons Construction Co., Inc. 2700 Geo. Washington Blvd. Wichita, KS 67210		Scodeller Construction Inc. 51722 Grand River Ave. Wixom, MI 48393		Interstate Sealant & Concrete, Inc. S40 W24211 Rockwood Way Waukesha, WI 53189			
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 33,573.82	\$ 33,573.82	\$ 75,000.00	\$ 75,000.00	\$ 83,900.00	\$ 83,900.00		
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 15,420.11	\$ 15,420.11	\$ 25,000.00	\$ 25,000.00	\$ 70,000.00	\$ 70,000.00		
3	Full Depth Concrete Pavement Removal (Full and Partial Panel)	293	S.Y.	\$ 48.58	\$ 14,233.94	\$ 30.00	\$ 8,790.00	\$ 120.00	\$ 35,160.00		
4	Unsuitable Base Course Removal (6")	30	S.Y.	\$ 30.79	\$ 923.70	\$ 20.00	\$ 600.00	\$ 70.00	\$ 2,100.00		
5	Clean and Reseal Existing Joints	124,142	L.F.	\$ 2.90	\$ 360,011.80	\$ 2.60	\$ 322,769.20	\$ 2.75	\$ 341,390.50		
6	Route, Clean, and Seal Cracks in Concrete Pavement	85	L.F.	\$ 13.00	\$ 1,105.00	\$ 5.00	\$ 425.00	\$ 20.00	\$ 1,700.00		
7	Joint Spall Repair	13	C.F.	\$ 1,530.73	\$ 19,899.49	\$ 2,000.00	\$ 26,000.00	\$ 1,185.00	\$ 15,405.00		
8	Concrete Pavement Pop-Outs	1	L.S.	\$ 11,765.92	\$ 11,765.92	\$ 2,000.00	\$ 2,000.00	\$ 22,000.00	\$ 22,000.00		
9	Concrete Pavement Mudjacking	115	S.Y.	\$ 115.11	\$ 13,237.65	\$ 200.00	\$ 23,000.00	\$ 157.00	\$ 18,055.00		
10	Aggregate Base Course (6")	30	S.Y.	\$ 69.66	\$ 2,089.80	\$ 55.00	\$ 1,650.00	\$ 90.00	\$ 2,700.00		
11	Full and Partial Panel Material (Concrete)	65	C.Y	\$ 357.63	\$ 23,245.95	\$ 2,330.00	\$ 151,450.00	\$ 420.00	\$ 27,300.00		
12	Full and Partial Panel Placement (Concrete)	293	S.Y.	\$ 48.07	\$ 14,084.51	\$ 331.00	\$ 96,983.00	\$ 350.00	\$ 102,550.00		
13	Surface Preparation, Pavement Marking Removal	17,697	S.F.	\$ 1.41	\$ 24,952.77	\$ 1.57	\$ 27,784.29	\$ 2.00	\$ 35,394.00		
14	Surface Preparation, Pavement Marking Cleaning	42,336	S.F.	\$ 1.17	\$ 49,533.12	\$ 0.38	\$ 16,087.68	\$ 0.25	\$ 10,584.00		
15	ReflectORIZED Pavement Marking (White)	32,553	S.F.	\$ 2.00	\$ 65,106.00	\$ 1.18	\$ 38,412.54	\$ 1.00	\$ 32,553.00		
16	ReflectORIZED Pavement Marking (Yellow)	5,104	S.F.	\$ 2.00	\$ 10,208.00	\$ 1.18	\$ 6,022.72	\$ 4.00	\$ 20,416.00		
17	Non-ReflectORIZED Pavement Marking (Yellow)	207	S.F.	\$ 1.69	\$ 349.83	\$ 1.18	\$ 244.26	\$ 5.00	\$ 1,035.00		
18	Non-ReflectORIZED Pavement Marking (Black)	19,268	S.F.	\$ 1.69	\$ 32,562.92	\$ 0.45	\$ 8,670.60	\$ 0.90	\$ 17,341.20		
BASE BID - TOTAL				\$ 692,304.33		\$ 830,889.29		\$ 839,583.70			



TOTAL PROJECT BUDGET
WELLINGTON MUNICIPAL AIRPORT (EGT)
WELLINGTON, KANSAS

FAA AIP/BIL No. 3-20-0087-019/020-2023

BASE BID

**REPAIR PAVEMENT, RESEAL CONCRETE JOINTS, AND REMARK RUNWAY 18-36,
 PARALLEL TAXIWAY, AND CONNECTING TAXIWAYS
 REMARK CONCRETE PORTION OF AIRCRAFT PARKING APRON**

March 7, 2023

AVAILABLE PROJECT FUNDING

FY2023 FAA BIL Grant - 020 (90%)	\$	191,250
Local Matching Funds for Grant - 020 (10%)	\$	21,250
	Total Funding w/ Grant - 020	\$ 212,500
FY2023 FAA AIP Grant - 019 (90%)	\$	480,807
Local Matching Funds for Grant - 019 (10%)	\$	53,423
	Total Funding w/ Grant - 019	\$ 534,230
	Total Project Funding	\$ 746,730

FAA ELIGIBLE PROEJCT COSTS

	Local Cost (10%)	FAA Cost (90%)	Total Cost
FY2023 FAA BIL Grant - 020			
<u>Administrative</u>			
Legal & Advertising (Est.)	\$ 80.00	\$ 720.00	\$ 800.00
Independent Fee Estimate for CEI Services Agrmnt.	\$ 320.00	\$ 2,880.00	\$ 3,200.00
Subtotal	\$ 400.00	\$ 3,600.00	\$ 4,000.00
<u>Engineering</u>			
Basic Services	\$ 6,200.00	\$ 55,800.00	\$ 62,000.00
Special Services	\$ 1,800.00	\$ 16,200.00	\$ 18,000.00
Construction Services	\$ 12,850.00	\$ 115,650.00	\$ 128,500.00
Subtotal	\$ 20,850.00	\$ 187,650.00	\$ 208,500.00
TOTAL PROJECT COSTS (BIL - 020)	\$ 21,250.00	\$ 191,250.00	\$ 212,500.00

	Local Cost (10%)	FAA Cost (90%)	Total Cost
FY2023 FAA AIP Grant - 019			
<u>Construction</u>			
Construction Costs (Screed Tech, LLC.)	\$ 53,423.00	\$ 480,807.00	\$ 534,230.00
Subtotal	\$ 53,423.00	\$ 480,807.00	\$ 534,230.00
TOTAL PROJECT COSTS (AIP - 019)	\$ 53,423.00	\$ 480,807.00	\$ 534,230.00
TOTAL PROJECT COSTS (EST.)	\$ 74,673	\$ 672,057	\$ 746,730

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

*2. Type of Application

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

KEGT

5a. Federal Entity Identifier:

3-20-0087-019-2023

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Wellington, KS

*b. Employer/Taxpayer Identification Number (EIN/TIN):

46-6006451

*c. UEI:

UPHKCKEAC5D3

d. Address:

*Street 1: 317 South Washington Street

Street 2:

*City: Wellington

County/Parish: Sumner

*State: Province: KS

*Country: USA: United States

*Zip / Postal Code 67152-3039

e. Organizational Unit:

Department Name:

City of Wellington, KS

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Jeff

Middle Name: _____

*Last Name: Porter

Suffix: _____

Title: City Manager

Organizational Affiliation:

*Telephone Number: 620.326.3631

Fax Number:

*Email: citymanager@cityofwellington.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

AIP No. 3-20-0087-019-2023

*Title:

Airfield Pavement Rehabilitation and Marking

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Construction Costs to
Repair Pavement, Reseal Concrete Joints, and Remark Runway 18-36,
Parallel Taxiway, and Connecting Taxiways
Remark Concrete Portion of Aircraft Parking Apron

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2023

*b. End Date: 11/10/2023

18. Estimated Funding (\$):

*a. Federal	\$ 480,807
*b. Applicant	\$ 53,423
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 534,230

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Jeff

Middle Name: _____

*Last Name: Porter

Suffix: _____

*Title: City Manager

*Telephone Number: 620.326.3631

Fax Number:

* Email: citymanager@cityofwellington.net

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Wellington, Kansas holds fee simple title to 337.849 acres in Tracts 1, 2, 3, 4, 5, 6, 7, 8A, 8B, 10, 11 and 12. The City also holds clear zone easements to 14.8 acres in Tracts E1 and E2. With these land parcels, the Wellington Airport has reasonable land use control of airport property and land in the vicinity.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Fee Simple:

Tract 1, 5.271 Acres; Tract 2, 8.940 Acres; Tract 3, 38.746 Acres; Tract 4, 8.675 Acres; Tract 5, 98.927 Acres; Tract 6, 31.083 Acres;

Tract 7, 1.65 Acres; Tract 8A, 65.4 Acres; Tract 8B, 18.7 Acres; Tract 10, 1.127 Acres; Tract 11, 1.13 Acres; Tract 12, 58.2 Acres.

Avigation Easement

Tract E1, 8.9 Acres; Tract E2, 5.900 Acres

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			534,230
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 534,230
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			534,230
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 534,230
19. Federal Share requested of Line 18			480,807
20. Grantee share			53,423
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 534,230

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): General Fund	53,423
h. TOTAL - Grantee share	\$ 53,423
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 53,423

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Airfield Pavement Rehabilitation and Remarking
AIRPORT: Wellington Municipal (EGT)
1. Objective: Repair Pavement, Reseal Concrete Joints, and Remark Runway 18-36, Parallel Taxiway, and Connecting Taxiways Remark Concrete Portion of Aircraft Parking Apron
2. Benefits Anticipated: The concrete pavements need to have joints resealed and pavement markings remarked to ensure they continue to perform to their intended useful lives. All construction activities will help to keep the pavement in good condition.
3. Approach: (See approved Scope of Work in Final Application) The design phase included a site visit along with producing a design report, project plans, and specifications in accordance with FAA criteria and project specific needs. It also included calculating a project budget and opinion of probable construction costs. After producing a set of final plans and specifications, bids were solicited from prospective contractors. The Sponsor's DBE Program was also updated. Lochner – Consultant: Engineering Design, Bidding, and Construction Services DBE Plans & Goals Preparation Services - Subconsultant for DBE Program Update Services Screed Tech, LLC - Prime Contractor
4. Geographic Location: Wellington Municipal Airport, Wellington, Sumner County, Kansas
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Jeff Porter, City Manager 317 South Washington Street Wellington, KS 67152 620.326.3631

Application for Federal Assistance SF-424

*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

*2. Type of Application

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:

KEGT

5a. Federal Entity Identifier:

3-20-0087-020-2023

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Wellington, KS

*b. Employer/Taxpayer Identification Number (EIN/TIN):

48-6006451

*c. UEI:

UPHKCKEAC5D3

d. Address:

*Street 1: 317 South Washington Street

Street 2:

*City: Wellington

County/Parish: Sumner

*State: Province: KS

*Country: USA: United States

*Zip / Postal Code 67152-3039

e. Organizational Unit:

Department Name:

City of Wellington, KS

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____ *First Name: Jeff

Middle Name: _____

*Last Name: Porter

Suffix: _____

Title: City Manager

Organizational Affiliation:

*Telephone Number: 620.326.3631

Fax Number:

*Email: citymanager@cityofwellington.net

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Bipartisan Infrastructure Law

***12. Funding Opportunity Number:**

BIL No. 3-20-0087-020-2023

*Title:

Airfield Pavement Rehabilitation and Marking

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Design, Administrative, and Construction Services Costs to Repair Pavement, Reseal Concrete Joints, and Remark Runway 18-36, Parallel Taxiway, and Connecting Taxiways Remark Concrete Portion of Aircraft Parking Apron

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: KS-004

*b. Program/Project: KS-004

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 09/01/2023

*b. End Date: 11/15/2023

18. Estimated Funding (\$):

*a. Federal	\$ 191,250
*b. Applicant	\$ 21,250
*c. State	\$ 0
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 212,500

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?** Yes No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Jeff

Middle Name: _____

*Last Name: Porter

Suffix: _____

*Title: City Manager

*Telephone Number: 620.326.3631

Fax Number:

* Email: citymanager@cityofwellington.net

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Wellington, Kansas holds fee simple title to 337.849 acres in Tracts 1, 2, 3, 4, 5, 6, 7, 8A, 8B, 10, 11 and 12. The City also holds clear zone easements to 14.8 acres in Tracts E1 and E2. With these land parcels, the Wellington Airport has reasonable land use control of airport property and land in the vicinity.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Fee Simple:

Tract 1, 5.271 Acres; Tract 2, 8.940 Acres; Tract 3, 38.746 Acres; Tract 4, 8.675 Acres; Tract 5, 98.927 Acres; Tract 6, 31.083 Acres;

Tract 7, 1.65 Acres; Tract 8A, 65.4 Acres; Tract 8B, 18.7 Acres; Tract 10, 1.127 Acres; Tract 11, 1.13 Acres; Tract 12, 58.2 Acres.

Avigation Easement

Tract E1, 8.9 Acres; Tract E2, 5.900 Acres

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20-106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 4,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			62,000
5. Other Architectural engineering fees			18,000
6. Project inspection fees			128,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 212,500
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			212,500
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 212,500
19. Federal Share requested of Line 18			191,250
20. Grantee share			21,250
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 212,500

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): General Fund	21,250
h. TOTAL - Grantee share	\$ 21,250
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	\$ 21,250

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Airfield Pavement Rehabilitation and Remarking
AIRPORT: Wellington Municipal (EGT)
1. Objective: Repair Pavement, Reseal Concrete Joints, and Remark Runway 18-36, Parallel Taxiway, and Connecting Taxiways Remark Concrete Portion of Aircraft Parking Apron
2. Benefits Anticipated: The concrete pavements need to have joints resealed and pavement markings remarked to ensure they continue to perform to their intended useful lives. All construction activities will help to keep the pavement in good condition.
3. Approach: (See approved Scope of Work in Final Application) The design phase included a site visit along with producing a design report, project plans, and specifications in accordance with FAA criteria and project specific needs. It also included calculating a project budget and opinion of probable construction costs. After producing a set of final plans and specifications, bids were solicited from prospective contractors. The Sponsor's DBE Program was also updated. Lochner – Consultant: Engineering Design, Bidding, and Construction Services DBE Plans & Goals Preparation Services - Subconsultant for DBE Program Update Services Screed Tech, LLC - Prime Contractor
4. Geographic Location: Wellington Municipal Airport, Wellington, Sumner County, Kansas
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Jeff Porter, City Manager 317 South Washington Street Wellington, KS 67152 620.326.3631

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT FOR THE WORK ASSOCIATED WITH THE PAVEMENT REHAB
IMPROVEMENTS TO THE WELLINGTON MUNICIPAL AIRPORT WITH SCREED
TECH, LLC. FOR
FAA AIP PROJECT NO. 3-20-0087-019/020-2023**

WHEREAS, Screed Tech, LLC. of Fairbury, NE was the lowest bidder for the pavement rehabilitation improvements at the Wellington Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WELLINGTON, KANSAS that the City Manager is hereby authorized to sign, on behalf of the City, a contract of award for improvements to the Wellington Municipal Airport, FAA AIP Project No. 3-20-0087-019/020-2023 in the form hereto attached.

APPROVED AND ADOPTED at Wellington, Kansas this 21st day of March 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney



Memorandum

To: Mayor and City Council

From: Matthew Wiebe Airport Manager

Date: 3/15/2023

Re: Consultant Agreement H.W. Lochner, Inc. (Lochner)

The attached agreement is a contract between Lochner and the City of Wellington, to perform consulting, engineering, and/or design services on the Runway and Taxiway Rehab Project. These fees are included in the total project cost for FAA AIP No. 3-20-0087-019/020-2023.

CONSULTANT AGREEMENT

Owner: City of Wellington, Kansas

Client: City of Wellington, Kansas

Consultant: H.W. Lochner, Inc. ("Lochner")

Date:

Project: Repair Pavement, Reseal Concrete Joints, and Remark Runway 18-36, Parallel Taxiway, and Connecting Taxiways
Remark Concrete Portion of Aircraft Parking Apron

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. **Agreement.** This Agreement is a contract between Lochner and the Client for Lochner to perform consulting, engineering, and/or design services on the Project.
2. **Lochner.** Lochner is the Client's Consultant for the services listed in this Agreement which Lochner is contracting to provide for the Project, and Lochner shall facilitate the exchange of information between or among Lochner and the Client, Lochner and other consultants retained by the Client, and Lochner and other consultants that Lochner may have retained for the Project. All communications between Lochner and the Client shall be through Lochner unless the Client authorizes otherwise.

Lochner represents that it is a properly licensed engineering firm and is registered to practice its profession and to conduct business in the State of Kansas.

3. **Scope of Services.** Lochner shall perform the services set forth in Attachment A Scope of Work/Services, as awarded herein (the "Services").
4. **Compensation.** The Client shall compensate Lochner in accordance with Attachment B Agreement Price and Schedule of Values
5. **Schedule.** Lochner shall perform its Services within a timeframe mutually agreed to by Lochner and the Client as specified in Attachment C.

Lochner shall strive to cooperate with and to coordinate its Services with the activities of all other parties to the Project, including other consultants retained by the Client.

6. **Additional Services.** If the Client requests Lochner to perform services that Lochner believes to be in addition to the Services specified in Section 3 of this Agreement, and for which Lochner believes it is entitled to additional time or additional compensation, before commencing with any Additional Services Lochner shall submit a written cost estimate and revised schedule in accordance with Section 15 of this Agreement. Lochner shall not commence with any Additional Services without written authorization by the Client.

7. **Standard of Care.** The standard of care applicable to Lochner's Scope of Services shall be the degree of skill and care normally employed by professionals engaged to perform services similar to the Services required herein at the same time and in the same geographic area as the performance of Services hereunder and on projects similar in size and scope to the Project. In the event a standard of care is prescribed by statute, such statutory formulation shall be the Standard of Care.

8. **Payment.** Lochner shall send invoices to the Client at monthly intervals. Payment will be made to Lochner for invoiced Services not more than thirty (30) days following submittal of invoice to the Client.

9. **Correction of Work.** Lochner shall correct any Services that fail to conform to the Standard of Care set forth in Section 7 of this Agreement at Lochner's own expense.

10. **Termination.** Lochner may terminate this Agreement upon five (5) days written notice if the Client breaches any term of this Agreement. The Client may terminate this Agreement upon seven (7) days written notice without cause for the Client's own convenience. If this Agreement is terminated by Lochner for the Client's breach, the Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination as a result of the Client's breach. If this Agreement is terminated by the Client for its convenience, Client shall be liable to Lochner for all costs and expenses that Lochner incurred prior to the termination.

11. **Insurance.** Lochner will provide and maintain the following policies of insurance under the terms and conditions set forth below:

1. **Professional Liability Insurance** retroactive to the date of commencement of Lochner's services in relation to the Project with a per claim and aggregate limit in the amount of the greater of \$1.0 million. This policy shall be maintained in effect for a period of one (1) year after completion of all Lochner's Services hereunder.

2. **Commercial General Liability ("CGL") Insurance** in the amount of \$1.0 million per occurrence, \$1.0 million aggregate limit, and \$1.0 million products and completed operations aggregate limit. In addition to the coverage provided by the Commercial General Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury, property damage, products-completed operations (for a minimum of five (5) years after completion of work) and broad form contractual liability.

3. **Comprehensive Automobile Liability ("Auto") Insurance** in the amount of \$1.0 million per occurrence, and \$1.0 million aggregate limit. In addition to the coverage provided by the Comprehensive Automobile Liability Insurance, if not already included in such coverage, such insurance shall also provide coverage for personal injury, bodily injury and property damage arising out of owned, hired, leased and non-owned vehicles, automobiles, trucks and trailers.

4. **Workmen's Compensation Insurance** in the amount of the statutory maximum, if there is one, and if there is no statutory maximum, in the amount of \$1.0 million and Employer's Liability Insurance of at least \$1.0 million.

5. **Umbrella Excess Liability Insurance** in the minimum amount of \$3.0 million each occurrence, and \$3.0 million aggregate limit. The Umbrella Excess Liability Insurance shall be written on an umbrella excess basis over, and shall follow form to, the Commercial General Liability

Insurance policy, the Comprehensive Automobile Liability Insurance policy, and the Employer's Liability Insurance policy. The Umbrella Excess Liability Insurance policy shall be endorsed to provide defense coverage obligations.

Lochner will include coverage for its subcontractors in its policies or obtain from each subcontractor equivalent insurance as required of Lochner hereunder. The provisions of Section 11 shall apply equally to Lochner's subcontractors as they do to Lochner.

All insurance policies will be endorsed to provide that the insurance company will give the Client at least thirty (30) days written notice of cancellation or material change prior to such cancellation or modification.

Prior to commencement of Lochner's Scope of Services hereunder, Lochner shall provide the Client with certificates of insurance evidencing the requirements set forth herein.

12. Indemnification. Lochner agrees to indemnify the Client and its officers, directors, members, managers, employees and assigns (the "Indemnitees") from and against liability, claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees, expert witness costs, other litigation costs, judgments, settlements and economic losses) (collectively the "Losses" and individually, a "Loss") arising out of or resulting from negligent performance of any Services or duties under this Agreement by Lochner, its subcontractors, lower-subcontractors, or agents of any tier or their respective employees provided, however, that in the event of a Loss arising out of damages to persons or property, the foregoing obligation (1) shall not require Lochner to indemnify any Indemnitee for Losses other than to the extent caused by the act, omission or default of Lochner, its contractors, subcontractors, lower-subcontractors, materialmen, or agents of any tier or their respective employees, where such is prohibited by law, and (2) shall not require Lochner to indemnify any Indemnitee for Losses caused in whole or in part by any act, omission, or default of the Indemnitee, where such is prohibited by law. If the obligation to indemnify set forth in this Section is broader than that allowed by applicable law, this Section should be interpreted as providing the broadest indemnification obligation permitted and should be limited only to the extent necessary to comply with that law.

Lochner shall reimburse the Client for its reasonable attorneys' fees, expert witness costs and other litigation costs to enforce this Section 12 and shall survive the termination or full performance of this Agreement by either or both Lochner and/or the Client. Section 12 is to be read separately and independently of Section 11 and the additional insured obligations therein contained.

13. Waiver of Immunity. In claims against any person or entity indemnified under Section 12 by an employee of Lochner, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable (a "Claimant"), the indemnification obligation under Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Claimant's employer under workers' compensation acts, disability benefit acts or other employee benefit acts.

14. Ownership of Documents. If the Agreement requires that any of the Client's documents, drawings, plans, specifications, or other work product are, or shall become, the property of another person, Lochner shall, at the Client's request, assign all rights of ownership of any like document prepared by Lochner to the same person.

15. Changes. Client may, by written direction only, make changes, revisions, additions, or deletions (collectively called “changes”) to this Agreement. Any claim by Lochner for an adjustment under this paragraph must be asserted in writing fully supported by factual documentation to the Client, within fifteen (15) calendar days from the date of receipt by Lochner of the written change order from the Client, or within such extension of this period as Client, in its sole discretion, may grant in writing at Lochner's request prior to expiration of said period.

Claims arising under this Agreement shall be decided in the state or federal courts located in Kansas.

16. Confidentiality. Lochner acknowledges, that as part of Lochner's relationship with the Client, it will have access to information that is not publicly available (“Confidential Information”). Lochner agrees that it will maintain strict confidentiality with respect to such Confidential Information and will not, directly, or indirectly, disseminate it or use it for any purpose unrelated to Lochner's obligations under this Agreement. Lochner shall not, without the prior written consent of the Client, make any public statement, announcement or release concerning the Project or the Confidential Information to trade publications, the press, or any other individual, corporation, partnership, or entity except as may be necessary to comply with the requirements of any applicable law, governmental order or regulation. In the event Lochner believes it is required to disclose any Confidential Information in order to comply with any applicable law, governmental order or regulation, Lochner shall promptly notify the Client of same with sufficient time to allow the Client to object or otherwise take actions to prevent the disclosure of such Confidential Information.

17. Quality Control/Quality Assurance. Lochner shall perform Quality Control/Quality Assurance (QC/QA) commensurate with the Standard of Care throughout the provision of all Services by Lochner pursuant to the terms of this Agreement.

18. Miscellaneous Provisions.

1. Assignment. Lochner shall not assign this Agreement or the benefits arising therefrom without the prior written consent of the Client.

2. Integration. This Agreement represents the entire and integrated Agreement between Lochner and the Client and supersedes all prior negotiations, representations or agreements, either written or oral.

3. Third Parties. There are no third-party beneficiaries to this Agreement other than as expressly indicated in Section 11 (Insurance) and Section 12 (Indemnification).

4. Invalidity. In the event any provision or part of a provision of this Agreement is found invalid by a tribunal of competent jurisdiction, (i) the other provisions or parts of the provision of this Agreement shall remain in full force and effect notwithstanding such finding, and (ii) the Agreement shall be interpreted to, as closely as possible, effectuate the purpose the original Agreement language.

5. Mutually Negotiated. The Parties acknowledge that the terms and conditions of this Agreement have been the subject of mutual negotiation, and that this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

6. Survival. Notwithstanding anything herein to the contrary, the provisions of this Agreement providing for limitation of or protection against liabilities between the Parties, shall survive termination of the Agreement and/or completion of the Services hereunder.

7. Limitation of Liability. Lochner's liability for any claim or breach of Standard of Care shall be limited to the amount of its Compensation as defined in Section 4.

8. Notices. Unless otherwise provided herein, all notices, requests, consents, approvals, demands and other communications to be given hereunder shall be in writing and shall be deemed given upon (a) the date of delivery when hand delivered to the respective Parties as set forth below, or (b) actual receipt as evidenced by proof of delivery by a national courier service or the United States Postal Service, addressed to the respective Parties at the following addresses:

Notice to Lochner:

Chris Flageolle, PE
cflageolle@hwlochner.com

H.W. Lochner, Inc.
16105 W. 113th Street
Suite 107
Lenexa, KS 66219

Notice to Client:

Matt Wiebe (airport@cityofwellington.net)
Airport Manager
City of Wellington
317 S. Washington Street
Wellington, KS 67152

9. Mutual Waiver of Consequential Damages. In no event shall either Party, their members, managers, affiliates, officers, directors, employees, agents, or shareholders be liable to the other Party for any special, incidental or consequential damages, direct or indirect, including, but not limited to, lost revenue, lost profits, financing costs, overhead, penalties, fines, liquidated damages and lost opportunities, whether incurred by a Party or by third parties to that Party may be liable, whether sounding in breach of contract, warranty, tort (including negligence), strict or statutory liability or otherwise, arising from or relating to the Services under this Agreement.

10. Electronically Produced Documents. Electronically produced documents will be submitted in data files compatible with AutoCAD Release 2020. Lochner makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without Lochner's knowledge, the electronic data files submitted to the Sponsor or other Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, Lochner will correct the errors or omissions as a part of the basic

Agreement. Lochner will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

11. Engineer's Opinion of Probable Project Cost and Construction Cost. Since Lochner 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 market conditions, Lochner's opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of Lochner's experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Lochner cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Lochner. However, Lochner represents that it will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Client.

12. Force Majeure. Any delay or failure of Lochner in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Lochner, provided that prompt written notice of such delay or suspension be given by Lochner to the Client. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Lochner shall be reimbursed for the cost of such delays.

13. Client's Responsibilities.

- a. Arrange for access to and make all provisions for Lochner to enter upon public and private property as required for it to perform his/her services.
- b. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- c. Designate in writing a person to act as Client representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
- d. Give prompt written notice to Lochner whenever Client observes or knows of any development that affects the scope or timing of Lochner's services.
- e. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the project.
- f. Available information relating to environmental conditions at the property, including any permits, clearances, investigations, and remediation required for federal, state, and local agencies identified by environmental consultants for the Sponsor in currently available reports.

14. Mandatory Federal Contract Provisions. (Reference Attachment D if applicable)

H.W. LOCHNER, INC.

CITY OF WELLINGTON, KANSAS

By: 
Title: VP, CEI Group Mgr.
Date: 03/15/2023

By: _____
Title: _____
Date: _____

Attachments

- Attachment A Scope of Work/Services
- Attachment B Agreement Price and Schedule of Values
- Attachment C Project Schedule
- Attachment D Mandatory Federal Contract Provisions

SCOPE OF WORK/SERVICES

WHEREAS, the Client has agreed to employ the Consultant to provide the construction administration, materials testing, observations, and project closeout services for the proposed project.

All services will be performed in accordance with good engineering practice and applicable published criteria of the Federal Aviation Administration (FAA), primarily FAA Advisory Circulars and Central Region Guidance publications.

- AC 150/5300-13B *"Airport Design"*
- AC 150/5340-1M *"Standards for Airport Markings"*
- AC 150/5370-2G *"Operational Safety on Airports During Construction"*
- AC 150/5370-10H *"Standard Specifications for Construction of Airports."*
- AIP Guide 900, *"Project Design Development Project."*
- AIP Guide 1000, *"Construction Phase."*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

A. CONSTRUCTION SERVICES

1. Preliminary
 - a. Prepare copies of the Construction Plans and Contract Documents/Technical Specifications for use by the Contractor during construction.
 - b. A Construction Observation Plan will not be required for this project.
 - c. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to the attendees.
2. Provide construction management and on-site construction observation services.
 - a. Provide construction observation services, including preparation of daily reports, weekly reports, and other reports as required by the FAA to document the prosecution and progress of the Project. The Consultant shall provide full-time observation of the Project.
 - b. Review material certification submittals from the Contractor.
 - c. Prepare Contractor's progress estimates and Client's request for reimbursement of funds.
 - d. Prepare change orders and supplemental agreements necessary for construction of the Project.
 - e. Attend and conduct a final review of the Project with the Client and Contractor.
3. Project Closeout Phase
 - a. Prepare and submit to the Client one (1) set of black line prints of the record drawings. The Client will be provided with electronic data of the record drawings upon request.
 - b. Prepare the documents relating to engineering design and construction services for Project closeout as required by the FAA.
 - c. Prepare and submit the Final Construction Report.
 - d. Compile a copy of the Contractor's certified payroll records for the Client.
 - e. An update to the Airport Layout Plan will not be required for this Project.

COMPENSATION

The Client agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. CONSTRUCTION SERVICES

1. through 2	\$116,500.00 Not-to-Exceed
3. Project Closeout Phase.....	<u>\$12,000.00</u> Lump Sum
Total Construction Services	\$128,500.00 Not-to-Exceed

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Client.

For engineering services applicable to Item A. Construction Services, Parts 1 and 2, the Consultant will submit monthly statements to the Client for payroll costs times a factor for labor and general administrative overhead (2.9784) and all other expenses incurred on the Project. A pro rata share of the fixed payment in proportion of the statement amount to the not-to-exceed amount will be included on the monthly statement.

The fixed payment to the Consultant for services outlined in Item A., Parts 1 and 2, shall be \$12,381.02, and the total payment to the Consultant shall not exceed \$116,500.00.

If the Contractor exceeds a construction contract period of 70 calendar days, the Consultant may renegotiate the respective fixed payment and not-to-exceed amount. The renegotiated fixed payment and not-to-exceed amount will be estimated based on direct salary costs, labor and general overhead, out-of-pocket expenses, and profit similar to those used in this Agreement.

The Consultant will use an independent laboratory for materials acceptance testing.

Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

For Item A. Construction Services, Part 3, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Client a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION SERVICES

CONSTRUCTION MANAGEMENT AND OBSERVATION SERVICES
REPAIR PAVEMENT, RESEAL CONCRETE JOINTS, AND REMARK
RUNWAY 18-36, PARALLEL TAXIWAY, AND CONNECTING TAXIWAYS
REMARK CONCRETE PORTION OF AIRCRAFT PARKING APRON

FAA PROJECT NO. A.I.P. 3-20-0087-019/020-2023

WELLINGTON MUNICIPAL AIRPORT (EGT)
WELLINGTON, KANSAS

70 CALENDAR DAY CONSTRUCTION CONTRACT TIME

February 28, 2023

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	92	\$60.00	\$ 5,520.00
Design Engineer I	160	\$38.00	\$ 6,080.00
Construction Observer (*)	520	\$35.00	\$ 18,200.00
Technician	34	\$30.00	\$ 1,020.00
Administrative Assistant	42	\$25.00	\$ 1,050.00

Total Direct Salary Costs= \$ 31,870.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 158.99% \$ 50,670.11

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 82,540.11

4. PROFIT @ 15% \$ 12,381.02

5. OUT-OF-POCKET EXPENSES

a. Mileage	8,376	miles @ \$0.655/mile =	\$ 5,486.28
b. Meals	58	@ \$59.00/day =	\$ 3,422.00
c. Motel	50	days @ \$98.00/day =	\$ 4,900.00
d. Misc. Mailing, Etc.		=	\$ 270.59
e. Misc. Materials Testing		=	\$ 7,500.00

Total Expenses = \$ 21,578.87

6. SUBCONTRACT COST

a. None \$ -

7. TOTAL COST (ITEMS 3, 4, 5 AND 6) \$ 116,500.00

(*) Construction Observation time based on 50 hrs per week during construction activities

DERIVATION OF CONSULTANT PROJECT COSTS

CONSTRUCTION SERVICES PROJECT CLOSEOUT PHASE

REPAIR PAVEMENT, RESEAL CONCRETE JOINTS, AND REMARK
RUNWAY 18-36, PARALLEL TAXIWAY, AND CONNECTING TAXIWAYS
REMARK CONCRETE PORTION OF AIRCRAFT PARKING APRON

FAA PROJECT NO. A.I.P. 3-20-0087-019/020-2023

WELLINGTON MUNICIPAL AIRPORT (EGT)
WELLINGTON, KANSAS

February 28, 2023

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	15	\$60.00	\$ 900.00
Design Engineer I	44	\$38.00	\$ 1,672.00
Construction Observer (*)	0	\$35.00	\$ -
Technician	24	\$30.00	\$ 720.00
Administrative Assistant	24	\$25.00	\$ 600.00
Total Direct Salary Costs=			\$ 3,892.00

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 158.99% \$ 6,187.89

3. SUBTOTAL OF ITEMS 1 AND 2 \$ 10,079.89

4. PROFIT @ 15% \$ 1,511.98

5. OUT-OF-POCKET EXPENSES

a. Mileage 0 miles @ \$0.655/mile = \$ -
b. Meals 0 @ \$59.00/day = \$ -
c. Motel 0 days @ \$98.00/day = \$ -
d. Mailing & Misc. Expenses = \$ 408.13

Total Expenses = \$ 408.13

6. SUBCONTRACT COST

a. None \$ -

7. TOTAL COST (ITEMS 3, 4, 5 AND 6) \$ 12,000.00

TIME SCHEDULE

The performance of this Agreement is contingent and valid only on the receipt by the Client of a grant from the FAA for the Project. After receipt and acceptance of the grant offer, the Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Client, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. CONSTRUCTION SERVICES

- 1. through 2. Construction Services As Required for 70 Calendar Day Construction Project
- 3. Project Closeout Phase 90 Calendar Days After Project Acceptance

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

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

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

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

ACCESS TO RECORDS AND REPORTS

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

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

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

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

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

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

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

C) Title VI List of Pertinent Nondiscrimination Authorities

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

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

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

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

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

ENERGY CONSERVATION REQUIREMENTS

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

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

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

RIGHT TO INVENTIONS

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

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

SEISMIC SAFETY

Reference: 49 CFR part 41

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

TAX DELINQUENCY AND FELONCY CONVICTION

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

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

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

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

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

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

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

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

Termination by Default

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

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

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

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

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

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

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

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

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

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

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

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

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

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

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

3) Withholding for Unpaid Wages and Liquidated Damages.

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

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

4) Subcontractors.

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

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

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

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

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

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

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

RECORD OF NEGOTIATIONS AND FEE ANALYSIS FOR CONSTRUCTION OBSERVATION SERVICES

March 21, 2023

Ms. Andrea L. McKinnie, PE
Federal Aviation Administration
Airports Division, ACE-630
901 Locust
Kansas City, MO 64106-2325

RE: Wellington Municipal Airport (EGT)
Rehab. Runway 18-36, Parallel Taxiway, and Connecting Taxiways
Remark Concrete Portion of Aircraft Parking Apron
FAA AIP 3-20-0087-019-2023

- a. Per the Sponsor's request, Lochner prepared and submitted on March 15th, 2023, for review a scope of services and hourly breakdown of costs to provide construction management and observation services for the subject project.
- b. The fee proposal was broken down as follows:

<u>Construction Services</u>	
Construction Observation	\$ 116,500.00
Closeout	<u>\$ 12,000.00</u>
Total	\$ 128,500.00

- c. On March 3rd, 2023, the City hired Mr. Neil Rood to do the Independent Fee Estimate (IFE) and forwarded a draft scope of services for his use.
- d. A detailed cost analysis was completed by Mr. Rood and received by the City of Wellington on March 9th, 2023. The cost analysis was broken down as follows: A copy is attached for your use as well.

<u>Construction Services</u>	
Construction Observation	\$ 125,702.80
Closeout	<u>\$ 12,373.70</u>
Total	\$ 138,076.50

- e. The City of Wellington completed a cost comparison between the fee proposal submitted by Lochner and the independent fee estimate completed by Mr. Rood. As noted, the fees prepared by Mr. Rood exceed those of Lochner. The fee proposal submitted by Lochner is considered fair and reasonable by the City. An Agreement has been prepared for Construction Services between the City of Wellington and Lochner. The respective Agreement and sponsor's independent fee estimate are included with this Record of Negotiations and hereby submitted to the FAA State Airport Engineer for concurrence in contract acceptance.
- f. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14 have been followed.

Jeff Porter
City Manager, City of Wellington, Kansas

Date

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
FOR CONSULTING SERVICES FOR IMPROVEMENTS TO THE WELLINGTON
MUNICIPAL AIRPORT WITH H. W. LOCHNER, INC. FOR
FAA AIP PROJECT NO. 3-20-0087-019/020-2023**

WHEREAS, H. W. Lochner of Lenexa, KS was selected as the Consultant to provide design engineering services for the Wellington Municipal Airport Project, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WELLINGTON, KANSAS that the City Manager is hereby authorized to sign, on behalf of the City, Consultant Agreement for services for improvements to the Wellington Municipal Airport, FAA AIP Project No. 3-20-0087-019/020-2023 in the form hereto attached.

APPROVED AND ADOPTED at Wellington, Kansas this 21st day of March 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney



Building & Codes Department
19 Industrial Ave
Wellington, KS 67152
Ph#620-326-3871

TO : Wellington City Council
FROM: Jamie Cornejo, Building Official
RE: FINAL Plat Request - Lazy D Ranch Tract (Dry)
DATE: March 16, 2023

Brian Dry, Owner and Acting Agent, have submitted a FINAL Plat to subdivide an existing 37.8 acre parcel into (3) three individual parcels consisting of 12.6 acres each. The property is located in the northwest quadrant of East 40th North and North A Street which is outside the current city limits, but within the City's 3-mile zoning jurisdiction.

This land is currently zoned AL-Agricultural and the newly subdivided three (3) parcels all meet the required 10 acre requirement to keep the current zoning classification intact, thus, a rezone would be unnecessary.

FINAL Plat was distributed to ALL affected utility agencies as well as the County Licensed Surveyor to review and approve all new parcel line measurements, access points and easements identified on the plat. All were in unanimous agreement for approval of the FINAL Plat as presented.

The proposed use will not significantly change the character of this area and the relative gain to the public health, safety and welfare will be minimal to the existing properties at this time. No hardship should be felt on any individual property owner.

City Staff published the notice in the Wellington Daily News with limited audience participation at the meeting. To the best of our knowledge, there were no inquiries from the general public to date.

City Staff recommended approval with the Planning Commission voting unanimously in approval of the FINAL Plat as presented at the February 28, 2023 meeting.

Respectfully Submitted,

Jamie Cornejo
Build Official
City of Wellington

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK
TO SIGN THE FINAL PLAT OF LAZY D RANCH
IN THE CITY OF WELLINGTON, SUMNER COUNTY, KANSAS

WHEREAS, on February 28, 2023, the Wellington Planning Commission was presented the Final Plat of LAZY D RANCH,

A Tract of land described as beginning at the Southeast (SE) corner of the Southwest (SW) Quarter of the Section Twenty-Six (26), Township Thirty-One (31), Range One (1) West of the Sixth P.M., Sumner County, Kansas, thence North on the East Line of said Quarter Section a distance of 1409.00 feet to a point, thence West a distance of 1201.00 Feet to a point, thence South a distance of 1379.20 feet to a point on the South line of Said Quarter Section, thence East a distance of 1196.00 feet to a point of beginning

submitted on January 25, 2023 by Brian Dry, owner and agent of said parcel of land.

WHEREAS, on February 28, 2023, the Wellington Planning Commission, after examining the Final Plat to determine if the same conforms to the provisions of the Subdivision Regulations of the City of Wellington, Kansas, determined that said Final Plat does conform to the Subdivision Regulations of the City and approved said Final Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WELLINGTON, KANSAS that:

The determination of the Planning Commission that the Final Plat of LAZY D RANCH conforms to the Zoning Regulations of the City of Wellington, Kansas, and the approval of the same be accepted and approved; and,

There shall be endorsed on said Final Plat of LAZY D RANCH the fact that the Plat has been submitted to and approved by the Wellington Planning Commission.

APPROVED AND ADOPTED at Wellington, Kansas, this 21st day of MARCH 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

Lazy D Ranch Tract

FINAL PLAT OF A TRACT IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 1 WEST, OF THE 6TH P.M. IN SUMNER COUNTY, KANSAS

SURVEYOR'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF SUMNER } 55

I, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of Kansas, with the experience and proficiency in land surveying that the heretofore described property was surveyed and subdivided in, or under my supervision that all Subdivision Regulations of Sumner County, Kansas and the City of Wellington, Kansas have been complied with in the preparation of this plat and that all of the measurements shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Wellington, Kansas, this _____ day of _____, 2025

Michael P. Albert, R.L.S. #159

COUNTY SURVEYOR'S CERTIFICATE

STATE OF KANSAS }
COUNTY OF SUMNER } 55

Review by the Sumner County Surveyor this _____ day of _____, 2025. This survey has been reviewed for filing pursuant to K.S.A. 90-2001 for content only and is in compliance with those provisions. No other variations are indicated or implied.

Justin M. Swanson, R.S.#000, Sumner County

OWNER'S CERTIFICATION AND DEDICATION

STATE OF KANSAS }
COUNTY OF SUMNER } 55

This is to certify that the undersigned owners of the land described in the Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat, streets and other public ways under the name of "Lazy D Ranch Tract" in Sumner County, Kansas and further that the land contained herein is held and shall be conveyed subject to any restrictions, and covenants on file in the Office of the Register of Deeds of Sumner County, Kansas.

Signed this _____ day of _____, 2025.

SPECIAL ASSESSMENTS CERTIFICATE

STATE OF KANSAS }
COUNTY OF SUMNER } 55

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any delinquent judgments thereon that have not been expunction against the tract related in this plat.

Given under my hand and seal at Wellington, Kansas, this _____ day of _____, 2025

Patricia A. Harris - County Clerk

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS }
COUNTY OF SUMNER } 55

This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ (and) (you) on the _____ day of _____, 2025

Justin D. Anderson - Register of Deeds

COUNTY CLERK CERTIFICATE

STATE OF KANSAS }
COUNTY OF SUMNER } 55

I do certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes and no delinquent tax sales against any of the land included in this plat.

I further certify that I have received all statutory fees in connection with this plat.

Given under my hand and seal at Wellington, Kansas, this _____ day of _____, 2025

Patricia A. Harris - County Clerk

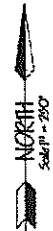
LEGAL DESCRIPTION

A 38.30 Acre Tract in the Southwest Corner of the Southwest Quarter of Section 26, Township 31 South, Range 1 West of the 6th P.M. in Sumner County, Kansas, described as follows:

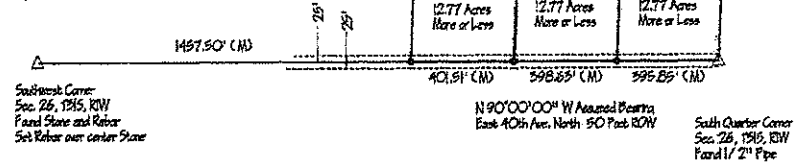
Legal Description: Beginning at the Southwest corner of the Southwest Quarter of Section 26, Township 31 South, Range 1 West of the 6th P.M. in Sumner County, Kansas; Thence Northwesterly along the East line of said Southwest Quarter a distance of 1409.00 feet to a point; Thence West 1201.00 feet to a point; Thence South 1979.20 feet to a point on the South line of said Southwest Quarter; Thence East a distance of 1196.00 feet to the Point of Beginning. Said tract contains 38.30 Acres of land more or less.



Location Map Not to Scale



- Legend**
- (M) Measured Distance
 - (R) Recorded Distance
 - (C) Calculated Distance
 - △ Section Corner as described
 - △ Set 1/2" corner w/ 1/4" cap "1991-51 LS 159"
- No part of the Plat is located in a designated Flood Area



CERTIFICATE OF THE CITY ATTORNEY
STATE OF KANSAS }
COUNTY OF SUMNER } 55
Approved this _____ day of _____, 2025.
City Attorney for the City of Wellington, Kansas.

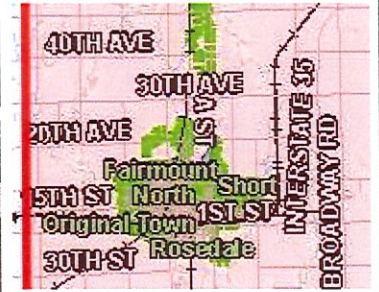
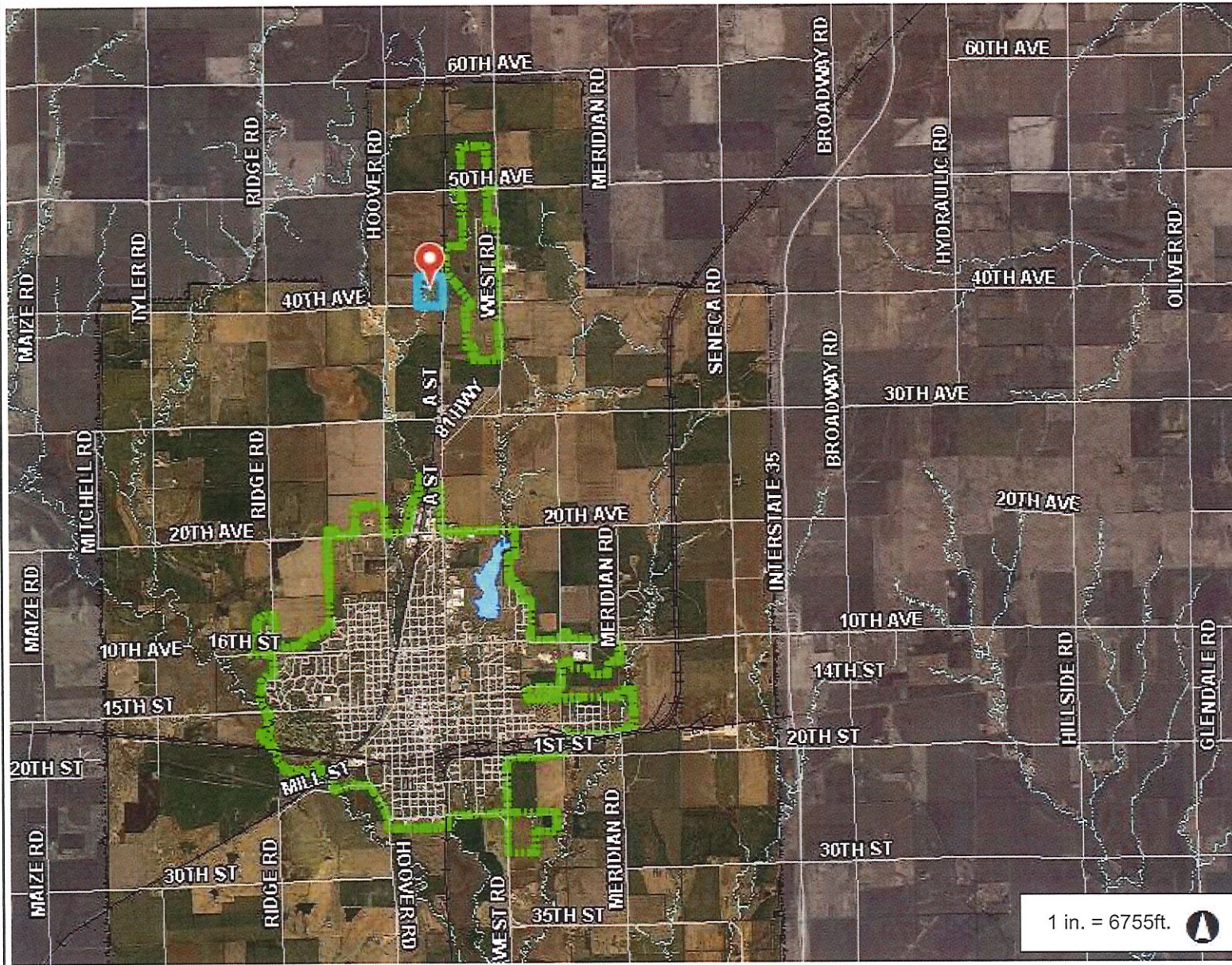
CITY COUNCIL CERTIFICATE
STATE OF KANSAS }
COUNTY OF SUMNER } 55
This plat was accepted by the City Council, City of Wellington, Kansas on the _____ day of _____, 2025.

PLANNING COMMISSION CERTIFICATE
STATE OF KANSAS }
COUNTY OF SUMNER } 55
This plat was approved by the Wellington City Planning Commission on the _____ day of _____, 2025.

TRANSFER RECORD
STATE OF KANSAS }
COUNTY OF SUMNER } 55
Entered for transfer record this _____ day of _____, 2025.

Die-South Professional Land Surveying, Inc.
Michael P. Albert, Registered Land Surveyor
12226 SW 25th Ave, Harper, Kansas 67060
Signed and Sealed this _____ day of _____, 2025.

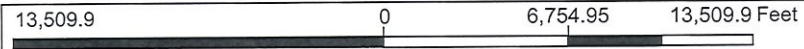
Wellington, KS



Legend

- County Road
 - City Road
 - Lake Road
 - Railroad
 - House Number
 - City Limit
 - River
 - Water Boundary
- Wellington Photography 2014
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

1 in. = 6755ft.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Building & Codes Department
19 Industrial Ave
Wellington, KS 67152
Ph#620-326-3871

TO : Wellington Planning Commission
FROM: Jamie Cornejo, Building Official
RE: West South St - R.S. McMahon Addition
DATE: March 16, 2023

City Staff received a petition, on behalf of Harriet Hull and Jeff Defore, the acting agent, to vacate part of West South Street as platted, in R.S. McMahon Addition, a subdivision of land in the City of Wellington. Currently, the platted right of way has remained undeveloped for many years. The property has been maintained by each of the property owners over the years. The petitioners would like to formally garner ownership of the approximately 17,000 square feet of land designated as West South Street to be added to their property boundary lines accordingly. Currently, no utilities are present in these areas mentioned. City Staff foresees no development for public street or alley rights-of-way for this area and, since the property owners have already assumed maintaining the above described property, City Staff has no objection to vacating said property as mentioned.

City Staff has published the vacation request in our local newspaper with notices sent to all affected property owners in the area. At this time, City Staff has not received any calls concerning this request.

City Staff recommended approval of the vacate request as presented to the Planning Commission with the Commission voting unanimously for approval at the February 28, 2023 meeting.

Respectfully Submitted,

Jamie Cornejo
Building Official
City of Wellington

RESOLUTION NO. _____

**RESOLUTION APPROVING ORDER FOR VACATION AND PROVIDING FOR THE
EXECUTION AND FILING THEREOF**

WHEREAS, on February 28, 2023, the Planning Commission of the City of Wellington, Kansas, in accordance with the laws of Kansas, held a public hearing on the Petition of Jeffery Defore and Harriet Hull thereof, for the vacation of a part of West South Street, as platted in R.S. McMahan's, a subdivision of land in the City of Wellington, Sumner County, Kansas, bounded as follows:

Beginning on the Southeast corner of Lot 6, Block 14 of R.S. McMahan's Addition; thence West 340'ft to a point on the east line of Outlot 14 of R.S. McMahan's Addition; being 251' South of the Northeast corner of said Outlot 14, thence South 50'ft along the East line of Outlot 14, thence West 340'ft to Northeast corner of Block 15 of R.S. McMahan's Addition; thence 50'ft North to POB. Contains approximately 17,000 square feet.

Said street having been dedicated to the public in the plat of R.S. McMahan's Addition, City of Wellington in Section 22, Township 32, Range 1 West of the 6th P.M. of Sumner County, Kansas.

And therefore found that the vacation requested in said Petition should be made, and

WHEREAS, an Order vacating said part of West South Street as platted in R.S. McMahan's, a subdivision of land in the City of Wellington, Sumner County, Kansas, drafted as directed by said Planning Commission, has been reviewed and found by the Governing Body to be in conformity with its findings in the premises;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Wellington, KS that the Order vacating said part of West South Street as platted in R.S. McMahan's, a subdivision of land in the City of Wellington, Sumner County, Kansas, bounded as follows:

Beginning on the Southeast corner of Lot 6, Block 14 of R.S. McMahan's Addition; thence West 340'ft to a point on the east line of Outlot 14 of R.S. McMahan's Addition; being 251' South of the Northeast corner of said Outlot 14, thence South 50'ft along the East line of Outlot 14, thence West 340'ft to Northeast corner of Block 15 of R.S. McMahan's Addition; thence 50'ft North to POB. Contains approximately 17,000 square feet.

Said street having been dedicated to the public in the plat of R.S. McMahan's Addition, City of Wellington in Section 22 , Township 32, Range 1 West of the 6th P.M. of Sumner County, Kansas.

A true and correct copy of which is hereto attached, be, and the same is hereby approved and should be executed by all Members of the said Governing Body and that the City Clerk thereafter file a certified copy of said ORDER in the Office of the Register of Deeds of Sumner County, Kansas.

APPROVED AND ADOPTED at Wellington, KS this 21st day of MARCH 2023.

Mayor

ATTEST:

City Clerk

FORM APPROVED:

City Attorney

Legend

50 ft

City Limits

Parcel Data 2022

