



AGENDA GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, February 5, 2024, 7:00 p.m.

If you wish to provide written public comment regarding any items below by email (please limit comment to 500 words), please provide them by noon on February 5, 2024 to cityclerk@gardnerkansas.gov.

*Watch this meeting live on the City’s YouTube channel at <https://www.youtube.com/user/CityofGardnerKS> *

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on January 16, 2024
2. Standing approval of City expenditures prepared January 11, 2024 in the amount of \$294,297.81; January 18, 2024 in the amount of \$1,651,848.79; January 18, 2024 in the amount of \$348,745.00 and January 25, 2024 in the amount of \$591,529.45.
3. Consider accepting permanent sanitary sewer easements for the Prairie Trace Meadows 2nd Plat
4. Consider accepting permanent sanitary sewer easement for the New Trails North development
5. Consider accepting permanent utility easement for the New Trails North development
6. Consider accepting permanent sanitary sewer easement for the Willow Chase VI development
7. Consider authorizing the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party.
8. Consider a recommendation to purchase two specialty vehicles.

PLANNING & ZONING CONSENT AGENDA

None

COMMITTEE RECOMMENDATIONS

None

OLD BUSINESS

NEW BUSINESS

1. Consider appointing Renee Rich as Gardner City Clerk and administer the Oath of Office
2. Consider a resolution designating the Gardner News as the official newspaper for the City of Gardner, Kansas.

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk’s Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY CITY OF GARDNER, KANSAS

Page No. 2024 – 5

January 16, 2024

The City Council of the City of Gardner, Kansas met in regular session on January 16, 2024, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Steve Shute, Kacy Deaton, Mark Wiehn, and Steve McNeer. City staff present were City Administrator Jim Pruetting; Finance Director Matt Wolff; Police Chief Pam Waldeck; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director Dave Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; Interim City Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Gardner Land Bank

Finance Director Matt Wolff said the land bank is required to provide an annual report to the Governing Body accounting for all receipts, disbursements, and property transactions. In 2023, the City of Gardner, the Board of Trustees of the Gardner Land Bank, the Bristol Groupe, LLC, and Bristol Partners XVIII, an affiliate of the Bristol Groupe entered into a Land Bank Agreement in order to address tax delinquencies and abate a portion of special assessments on the property comprising the Stone Creek Project. The proposed development project includes a combination of commercial, industrial and residential. In conjunction with the Land Bank Agreement, three parcels were conveyed to the land bank. We started the year in 2023 with \$5,096.90 and the land bank earned \$252.45 in interest on idle funds. There was \$148 in expenditures for recording fees paid to Johnson County Records and Tax Administration. The land bank's financial records will be audited as part of the City's 2023 audit.

2. US 56 and Mulberry Traffic Signal Study

Engineer Tim McEldowney gave a history on the Mulberry and 56 intersection. As best as we can tell, the traffic signal was installed somewhere in the mid 1980s when US56 was widened to four lanes. It has been around a long time and is roughly 40 years old, so there have been a lot of maintenance issues in recent years. During the most recent US 56 project, it was decided to put together a change order and make improvements to it. The estimates for improvements came in around \$150,000 and complete replacement came in around \$250,000. The costs were significant, so it was decided to have an analysis done to determine if the current traffic conditions warranted a signal. HDR was hired to collect data and do an analysis. Jason Haynes from HDR appeared via Zoom to present the findings. He described the location and surroundings used to perform the study. Traffic Signal Warrants standards is the basis for an engineering study to look at traffic conditions, pedestrian characteristics and physical characteristics of the location to determine whether installation or removal of a traffic control signal is justified. There are consequences of using an unwarranted traffic signal. Typically, an unwarranted traffic signal will surprise motorists and if they have to brake harder and quicker, there tends to be a higher rate of rear end crashes. It can also create a delay and congestion. Lastly, it can create disobedience of traffic signals if people feel like they are stopping and nobody's there, they may run the red light. This study found there were six traffic warrants applicable to this location. None of those criteria were met. The first three are related to traffic volumes whether it's during the day or peak hours. Warrant four is related to pedestrian volumes. Warrant five is relative to the location near schools and to determine if there is a need to help students safely cross the road. Warrant seven is related to crash experience. Five years of crash data was reviewed to determine if the warrant was met. The process for keeping or removing a signal is a bit more than just the study. Even if the study determines the signal is not justified, there are still guidelines to removing a signal. One of the process items includes public comment. The public input had about eighty percent of the comments being in favor of retaining the traffic signal. Some of the reasons provided by citizens included providing better access onto Main Street for citizens and businesses near the intersection; signalized crossing for children to/from the nearby schools; and it encourages traffic calming along this stretch of Main Street.

Tim McEldowney said staff recommendations would be to remove the signal due to the study showing the signal is not warranted, but public input said we should consider leaving the signal. Administrator Pruetting said he reached out to the superintendent to offer them the opportunity to submit comments. Pruetting, Public Works Director Kellen

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2024 - 6

January 16, 2024

Headlee and McEldowney met with the school district to see if they had any input since there are two schools near the intersection. They did not have a strong opinion either way and decided not to submit comments on the issue.

Wiehn asked if the volume study was a ninety-day study and what the dates may have been. McEldowney clarified the road opened back to four lanes in September. The signal had been turned off during construction and it was left off through the end of the year. It included over three months worth of information. Haynes said the new traffic volumes were taken in October after traffic patterns went back to normal.

Baldwin says this signal was off for over two years and the data says we don't need it. Until there is a reason to spend money to put something in, not sure why we would consider anything right now. Shute asked about the updated costs to replace. Complete traffic signal replacement would be approximately \$250,000. There was a question about including it under signal synchronization and it was confirmed this signal would be included, but it's under a separate contract. If we were to put a new signal in that location, it would probably take a year to get the drawings done along with the funding. There would also be additional work needed just to get it functioning if a decision was made to replace it.

Shute asks if there has been an increase in accidents at that location during the time the signal has been off. There were several accidents during the construction period but have not been any since construction ended and the road has been reopened. Deaton asked how many emails were received for public comment. Haynes said there were at least thirty or forty comments, but not sure how many were emails. Shute says several businesses have contacted him and are in favor of keeping the signal and opposed to having it removed. Deaton says she agrees with others that it would be another year before it could be replaced, meaning it would be out for a total of three years additionally, none of the criteria was met.

McNeer had citizen questions about a pedestrian crossing mechanism in that location that may be less expensive. McEldowney said that is something that could be discussed. Due to the number of lanes, we may have to look at "hawk" signals like what has been installed by the new courthouse in Olathe. Those turn red to stop traffic, but cannot be installed at an intersection, so another location would have to be determined. Haynes said the estimated cost of installing a pedestrian signal could be around \$125,000 to \$150,000.

Consensus of the council is not replacing the full signal as it was before. A pedestrian signal could be warranted in the future if things change and data supports it.

PUBLIC HEARINGS

PUBLIC COMMENTS

None

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on January 2, 2024**
- 2. Standing approval of City expenditures prepared December 27, 2023 in the amount of \$108.50; December 29, 2023 in the amount of \$332,912.56 and January 4, 2024 in the amount of \$1,388,092.08.**
- 3. Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

None

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 7

January 16, 2024

COMMITTEE RECOMMENDATIONS

- 1. Consider adopting ordinance approving a rezoning from C-2 (General Business) District to CP-2 (Planned General Business) District; for potential commercial development of 0.81 acres located approximately 400' west of the intersection of Main St. and Moonlight Rd.**

Community Development Director David Knopick says this is a recap of where we are with a proposed rezoning of approximately .08 acres from C-2 District to CP-2 District. This is a triangular property located between Walgreens and Patriots Bank along Main Street. The proposed commercial building is 2,100 square feet with a drive-through service window. There were five deviations requested by the applicant primarily having to do with the drive-through location and transparency on the areas exposed to Main Street. Our code does not generally allow for drive-throughs on the major arterials, and we would require a greater level of transparency on that side of the building. Due to the configuration of the slot, staff did not have a problem with these deviations. We have approved this kind of configuration in several other locations. We ask for enhanced screening, so we don't have headlights facing oncoming traffic. The other deviations had to do with sidewalks widths along the building, but this is primarily a drive-through business. Another deviation is related to the sign height and size. Plan revisions include pushing the sign back five feet further and granting the deviation. The Planning Commission held a public hearing in December. After discussion and consideration, they wanted to approve the rezoning and preliminary development.

Mayor Winters asked about the timeline for getting everything ready to open the business. The applicant said they still have to meet with the Airport Authority and County Commission which should happen in February and March. They may submit a request for a conditional permit to get started a little earlier around the fourth of July, but if not, will be open closer to September. This will be the first location in this part of Kansas. There are two locations in Wichita, one in Derby, as well as many locations in Oklahoma and Texas.

Councilmember Shute made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2791, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2791.

Deaton:	Yes
Wiehn:	Yes
Shute:	Yes
McNeer:	Yes
Winters:	Yes
Baldwin:	Yes

- 2. Consider adopting ordinance approving a rezoning from RUR (Rural, Agriculture) District to RP-2 (Planned Two Family) District; and consider approval of the associated Preliminary Development Plan for Lone Star Prairie, a 47.71 acre, 191 lot single family subdivision, Located on the south side of 175th St. approximately 700' west Osage St.**

Community Development Director David Knopick says this property is approximately forty-eight acres just west of the airport. It is one property separated from the airport on the west side of town along 175th Street. This is a single family subdivision, but it is a RP-2 District which is a two family district. This is a planned district. In this case it is proposed for 191 single family lots. It is zoned RP-2 because the lots proposed are under seventy feet wide. It cannot be utilized for duplexes or apartments. There were five deviations requested. Staff and Planning Commission had some concerns about the block length proposed. The Planning Commission did make a request that the road condition be revised. We also had a couple deviations that are common at this stage. Staff was not

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2024 - 8

January 16, 2024

comfortable with the garage limit deviation. Elevations for structures have not been provided. The Planning Commission held a public hearing in December and several concerns were raised. After discussion and consideration, the Planning Commission recommended approval of the proposed rezoning with three conditions.

Baldwin asked if there has been any discussion of the detention pond in that area. What would happen if the temporary lift station gets removed. Knopick said detention and storm water drainage requirements would be addressed as part of the plans. Improvements would be reviewed as they come in.

Shute asked about the proximity of the retention area to the Gardner Municipal Airport east-west runway. Public Works Director Headlee said it is far enough away so there is not a concern. The proposal is for dry detention so it should not be wet all the time. There is a pond on an adjacent property and the pond would stay intact but the detention facility as part of this area would be dry.

Mcneer asked about the concerns with elevations and if it is due to one or two car garages. Knopick said the way our code is set up only allows a single car garage with a fifty-foot-wide lot. All of this will be addressed during the review of the final development plan.

Councilmember McNeer made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2792, an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2792.

Wiehn:	Yes
Shute:	Yes
McNeer:	Yes
Winters:	Yes
Baldwin:	Yes
Deaton:	Yes

NEW BUSINESS

1. Consider a resolution authorizing the sale and conveyance of the project and execution of a release of leases and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two)

Finance Director Matt Wolff said on June 20, 2023, city council passed ordinance 2772 authorizing the issuance of industrial revenue bonds in the principal amount not to exceed 9.3 million for the purpose of financing a portion of the cost of acquiring, constructing, and equipping a multi-family development. The proposed resolution acknowledges and approves the Company's request to exercise the option to purchase the Project pursuant to the Lease, waives the notice requirements and sets the closing date on or around January 18, 2024. This also authorizes the execution and delivery of a first supplemental trust indenture which amends the definition of the completion date. This is the date by which the Company must complete the Project and submit its final request for reimbursement of Project costs to the bond trustee.

Councilmember Deaton made a motion to adopt Resolution No. 2134, a resolution authorizing the sale and conveyance of the project and execution of a release of leases and further authorizing certain additional related actions in connection with the City's not to exceed \$9,300,000 industrial revenue bonds (taxable under federal law), Series 2023 (Tallgrass Apartments, Phase Two).

Councilmember Shute Seconded.

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

CITY OF GARDNER, KANSAS

Page No. 2024 - 9

January 16, 2024

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2134.

Shute:	Yes
McNeer:	Yes
Baldwin:	Yes
Deaton:	Yes
Wiehn:	Yes

2. Consider a recommendation to award a service contract to Irvinbilt Constructors for the Hillsdale WTP clarifier repairs.

Utilities Director Gonz Garcia said the during the first Hillsdale Water Treatment expansion, two clarifiers were installed, and their purpose is to remove solids and particles from the water. In 2022, an annual inspection was done on the clarifiers and staff noted deterioration on the upper support of the clarifiers. Several O&M services were contacted, and none could provide a solution or fix for the problem. The original equipment manufacturer was contacted, and they wanted to revamp the entire clarifier system for around \$600,000. The original drawings reviewed found Irvinbilt was the original installer. Irvinbilt visited the plant and worked with one of the original engineers to come up with a plan for repairs. They provided a proposal for replacing the lower and upper supports as the reason for deterioration is that during installation, aluminum or iron bolts were used on stainless and that creates a galvanic corrosion. We were unable to get competitive bidding from other bidders, so we are requesting the competitive bid waiver be applied to this service.

Shute pointed out that Irvinbilt was the original installer and asked if they had used substandard equipment or had not correctly protected the fastening equipment. Garcia advised the design was done by Evoqua and Irvinbilt installed the way they were told to by Evoqua. Garcia confirmed they would be using the correct equipment, stainless steel, in the repairs. Shute asked what would happen in the future and we only have one source, would it require replacing everything. Garcia said there was already a plan in place to retire these. They hope that this repair, and replacement of the media filter can extend the life for the plant an additional five to ten years. It would probably be ten to fifteen years down the road when this entire system will be retired. The feeling is this small investment will save us from replacing with new upgraded equipment at a cost of ten to twelve million.

Baldwin says this is cheap insurance because it keeps the south side running until we can migrate completely and is taking a little load off the north side, so we extend the life of the north side.

Councilmember Deaton made a motion to authorize the City Administrator to award a service contract with Irvinbilt Constructors, in the amount of \$319,976.00 for the Hillsdale Water Treatment Plant clarifier repairs.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

COUNCIL UPDATES

Chief Waldeck said registration for the Citizen's Police Academy was opened up on the website and is set to start in March. They are hoping to get twenty people but will wait to see how many applications are received. If there are more than twenty, they will reevaluate and try to accommodate.

Director Garcia advised the system was able to secure enough generation over the last four days, so there was no issue with energy. The peak price went up to \$400 per milliwatt hour but are typically running about \$23 to \$28. The price of gas went from \$3-4 up to \$10, but yesterday they were selling it for \$30. There was a small power outage yesterday due to a transformer which affected 68 customers, but everyone was back up within 60 minutes. There were two water main breaks, one on Saturday and one on Monday. The extremely low

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2024 - 10

January 16, 2024

temperatures and the age of the pipes caused the breaks. Future replacement is being looked at for that section of water main.

Director Knopick advised the Planning Commission meets next Monday evening.

Administrator Pruetting said there is a contract for a property on Center St which will most likely be brought to the next meeting. Pruetting reported Wiehn had asked about a change to the newspaper of record back to the Gardner News during an earlier meeting. We did get a quote from the Gardner News and were able to get updated language on how it would work, but it came in late last week, so we will bring something to the next meeting. Ryan had brought up Second and Third-Class cities publishing on their own website for publications, but further discussion concluded that we couldn't do that for every item. To get legal to review every item needing published would cost more than we would save. Gardner News has committed to placing our notices online in front of their paywall and in print and the cost is less than we are paying now.

Councilmember McNeer wanted to thank the Utility department for their excellent work in this cold weather and to Public Works for doing the great work on the streets. Wiehn, Deaton and Baldwin shared the same sentiments of all the hard work during this weather. Shute agreed and said to add first responders who had to be out in the weather as well.

Mayor Winters wants to discuss that we have multiple committees that may not be fully utilized, and it seems we are trying to fill committees so they may not be serving much of a purpose at this point. Some have not met in quite some time and when they do meet it seems to be more of an update and not so much advisory. To simplify and streamline, we need to look at some of the committees as being dissolved or changing the language that they only meet if there is a specific project that we are needing advice or citizen input on. Planning Commission is required by statute, Utility Advisory Committee has merit, but there may be others that could be dissolved or changed.

Baldwin says it seems we are always trying to get people to serve. If we have them open to as-necessary committees, it may be easier to get people to want to participate. It also helps that they wouldn't have to commit for four years. Shute says we could have working group committees that are project based and involve those that are interested. McNeer said he liked the idea since he originally got started with city service in EDAC and it's a great way to get people involved in city government and public service. Since we have a community policing officer that we didn't have before, maybe the Citizen's Police Advisory could be handled in a different way. Deaton said they used to take the people who went to the Citizen's Police Academy and put them on the list as a working group. When the Police Department needed input or help, they could contact that group of people. Shute says this has probably been the most active committee outside of the Planning Commission and Utility Advisory Committee. Shute suggested a good place to start may be to get a distribution list from these groups to find individuals who have already expressed interest. This would require an Ordinance update and then an email could be sent to those individuals that the standing committees are no longer in existence, but we will keep everyone's contact information and give them opportunities to be in the working group as the need arises. Wiehn would like to make sure we get public feedback. Denk advises we will have to rewrite our ordinance. Consensus was to keep Utility Advisory Committee, Planning Commission and the Airport Board. So Public Works and Accessibility Committee, Citizen's Police Advisory Committee, Economic Development Advisory Committee and Parks and Recreation are the four that would be on the list for restructuring to a project basis.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember McNeer the meeting adjourned at 8:04 pm.

City Clerk

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.	261480	006788		00	01/11/2024	001-2130-421.31-17	EUTHENASIA - STRAY DOG	165.00	
VENDOR TOTAL *										165.00	
0001840	00	GT DISTRIBUTORS INC	INV0978375A	006782		00	01/11/2024	001-2120-421.53-02	GLOCK G47 GEN5 (4)	EFT:	694.50
			INV0980747	006783		00	01/11/2024	001-2120-421.53-02	CUSTOMIZED NAME TAGS	EFT:	903.00
			UNIV0035400	006784		00	01/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	73.50
			UNIV0035403	006785		00	01/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	73.50
			INV2852305	006786		00	01/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	4,137.64
			UNIV0035886	006787		00	01/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	125.58
VENDOR TOTAL *										.00	6,007.72
0004993	00	HARTFORD, THE	069841856838	006179		00	01/11/2024	001-1120-411.21-02	MONTHLY BILLING	EFT:	38.25
			069841856838	006180		00	01/11/2024	001-1140-411.21-02	MONTHLY BILLING	EFT:	19.30
			069841856838	006183		00	01/11/2024	001-1305-413.21-02	MONTHLY BILLING	EFT:	15.30
			069841856838	006184		00	01/11/2024	001-1310-413.21-02	MONTHLY BILLING	EFT:	33.10
			069841856838	006188		00	01/11/2024	001-2110-421.21-02	MONTHLY BILLING	EFT:	45.90
			069841856838	006189		00	01/11/2024	001-2120-421.21-02	MONTHLY BILLING	EFT:	219.00
			069841856838	006190		00	01/11/2024	001-2130-421.21-02	MONTHLY BILLING	EFT:	7.65
			069841856838	006191		00	01/11/2024	001-3110-431.21-02	MONTHLY BILLING	EFT:	15.30
			069841856838	006193		00	01/11/2024	001-3120-431.21-02	MONTHLY BILLING	EFT:	59.70
			069841856838	006194		00	01/11/2024	001-3130-431.21-02	MONTHLY BILLING	EFT:	51.40
			069841856838	006205		00	01/11/2024	001-6105-461.21-02	MONTHLY BILLING	EFT:	42.90
			069841856838	006206		00	01/11/2024	001-6120-461.21-02	MONTHLY BILLING	EFT:	50.55
			069841856838	006207		00	01/11/2024	001-7110-471.21-02	MONTHLY BILLING	EFT:	36.75
			069841856838	006208		00	01/11/2024	001-7120-471.21-02	MONTHLY BILLING	EFT:	7.65
			069841856838	006196		00	01/11/2024	501-4110-441.21-02	MONTHLY BILLING	EFT:	26.95
			069841856838	006197		00	01/11/2024	501-4120-441.21-02	MONTHLY BILLING	EFT:	29.10
			069841856838	006198		00	01/11/2024	501-4130-441.21-02	MONTHLY BILLING	EFT:	75.00
			069841856838	006199		00	01/11/2024	521-4210-442.21-02	MONTHLY BILLING	EFT:	15.30
			069841856838	006200		00	01/11/2024	521-4220-442.21-02	MONTHLY BILLING	EFT:	35.25
			069841856838	006201		00	01/11/2024	521-4230-442.21-02	MONTHLY BILLING	EFT:	67.35
			069841856838	006202		00	01/11/2024	531-4310-443.21-02	MONTHLY BILLING	EFT:	7.65
			069841856838	006203		00	01/11/2024	531-4320-443.21-02	MONTHLY BILLING	EFT:	45.90
			069841856838	006204		00	01/11/2024	551-4520-445.21-02	MONTHLY BILLING	EFT:	2.16
			069841856838	006182		00	01/11/2024	601-1230-412.21-02	MONTHLY BILLING	EFT:	7.65
			069841856838	006187		00	01/11/2024	602-1340-413.21-02	MONTHLY BILLING	EFT:	29.10
			069841856838	006195		00	01/11/2024	603-3150-431.21-02	MONTHLY BILLING	EFT:	15.30
			069841856838	006185		00	01/11/2024	604-1320-413.21-02	MONTHLY BILLING	EFT:	41.40
			069841856838	006192		00	01/11/2024	605-3116-431.21-02	MONTHLY BILLING	EFT:	7.65
VENDOR TOTAL *										.00	1,048.51
0003624	00	HEXAGON SAFETY	S23-0001119	000019		00	01/11/2024	001-2110-421.31-15	NET VIEWER YEARLY LICENSE	EFT:	1,257.60
VENDOR TOTAL *										.00	1,257.60
0005084	00	HG CONSULT, INC	21.009.14	PI0021	007597	00	01/04/2024	130-3130-431.62-07	CENTER ST SIDEWALK	EFT:	219.37

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005084 21.009.14	00	HG CONSULT, INC PI0024 008222	00	01/04/2024	130-3130-431.62-07	CENTER ST SIDEWALK	EFT:	1,277.45
						VENDOR TOTAL *	.00	1,496.82
0004271 JBZM849	00	IRON MOUNTAIN INC 006789	00	01/11/2024	001-1150-411.31-15	SHREDDING SERVICES	EFT:	134.06
						VENDOR TOTAL *	.00	134.06
0099999 72879	00	JACOB JAMES BAILEY 006780	00	01/11/2024	001-0000-228.30-00	BOND REFUND	200.00	
						VENDOR TOTAL *	200.00	
0005438 01052024	00	JAYCEE PROPERTIES LLC 006790	00	01/11/2024	130-3130-431.62-04	IRRIGATION REPAIR	3,219.14	
						VENDOR TOTAL *	3,219.14	
0099999 110655	00	JONATHAN BRADY ROGERS 006778	00	01/11/2024	001-0000-228.30-00	BOND REFUND	55.00	
						VENDOR TOTAL *	55.00	
0099999 72878	00	JONATHAN G PFANNES 006779	00	01/11/2024	001-0000-228.30-00	BOND REFUND	50.00	
						VENDOR TOTAL *	50.00	
0000108 19191067	00	K.C. BOBCAT INC 000020	00	01/11/2024	001-6120-461.43-02	BOBCAT REPAIRS	567.59	
						VENDOR TOTAL *	567.59	
0002760 191336	00	KA-COMM, INC 006791	00	01/11/2024	001-2120-421.43-05	REMOTE START - UNIT #120	EFT:	460.42
191384		006792	00	01/11/2024	001-2120-421.43-05	NEW CAMERA INSTALLED	EFT:	210.00
191354		006807	00	01/11/2024	001-2120-421.61-09	NEW UNIT #131 BUILD	EFT:	3,752.52
191354		PI0015 008341	00	12/19/2023	001-2120-421.61-09	NEW UNIT #131 BUILD	EFT:	8,433.39
191355		PI0016 008341	00	12/19/2023	001-2120-421.61-09	NEW BUILD UNIT #132	EFT:	18,769.12
191398		PI0017 008341	00	12/21/2023	001-2120-421.61-09	NEW BUILD UNIT #131	EFT:	4,741.61
191399		PI0018 008341	00	12/21/2023	001-2120-421.61-09	NEW BUILD UNIT #132	EFT:	3,896.54
						VENDOR TOTAL *	.00	40,263.60
0003692 110680000	00	KANSAS CITY AREA DEVELOPMNT COUNCIL PI0013 008469	00	01/01/2024	001-1110-411.46-02	ANNUAL FEES 2024	10,500.00	
						VENDOR TOTAL *	10,500.00	
0000412 01012024	00	KANSAS CITY METROPOLITAN CRIME 000021	00	01/11/2024	001-2110-421.46-02	2024 TIPS CONTRACT	605.00	
						VENDOR TOTAL *	605.00	
0001601 C38181	00	KAW VALLEY ENGINEERING, INC PI0019 008419	00	12/29/2023	117-3120-431.62-05	2023 PAVEMENT MNGMNT PROG	EFT:	30.00
						VENDOR TOTAL *	.00	30.00
0000319	00	KERIT						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000319 2024-1	00	KERIT PI0012 008465	00	12/15/2023	601-1230-412.45-01	WORKERS COMP RENEWAL	EFT:	82,865.00
						VENDOR TOTAL *	.00	82,865.00
0005437 1739161	00	KPERS 3RD PARTY WAR 000024	00	01/11/2024	001-1330-413.31-15	11/27-12/22/23 EC	CHECK #: 135	287.91
						VENDOR TOTAL *	.00	287.91
0004949 L16274	00	LEGAL RECORD, THE 000023	00	01/11/2024	130-3130-431.62-19	ADVERTISEMENT	EFT:	12.50
						VENDOR TOTAL *	.00	12.50
0005328 001977	00	LETS- A LAW ENFORCEMENT 000022	00	01/11/2024	001-2110-421.31-15	PHONE MONITORING SOFTWARE	EFT:	3,185.00
						VENDOR TOTAL *	.00	3,185.00
0005186 40334728	00	LINDE GAS & EQUIPMENT 006793	00	01/11/2024	605-3116-431.44-02	CYLINDER RENTAL	EFT:	201.54
						VENDOR TOTAL *	.00	201.54
0002979 000021204 - 05	00	LOCHNER, H W INC 006808	00	01/11/2024	551-4520-445.31-15	AIRPORT ON-CALL	EFT:	492.50
						VENDOR TOTAL *	.00	492.50
0000233 17443	00	MAXIMUM LAWN CARE 006794	00	01/11/2024	001-2110-421.31-15	ICE MELT PARKING LOT &	EFT:	370.00
						VENDOR TOTAL *	.00	370.00
0003700 1020142	00	MCANANY VAN CLEAVE & PHILLIPS PA 006795	00	01/11/2024	001-1120-411.31-02	LEGAL SERVICES	EFT:	6,107.50
						VENDOR TOTAL *	.00	6,107.50
0003179 12192023	00	MCELDOWNEY, TIM 006806	00	01/11/2024	001-3130-431.46-01	MILEAGE 12-19-23	82.53	
						VENDOR TOTAL *	82.53	
0099999 102227	00	MICHAEL R NOSSAMAN 006777	00	01/11/2024	001-0000-228.30-00	BOND REFUND	800.00	
						VENDOR TOTAL *	800.00	
0004957 2023336 2023289	00	NEXGRID, LLC PI0020 008473 PI0011 008471	00	12/28/2023 10/31/2023	521-4230-442.52-31 602-1340-413.47-05	INTELAMETER WATER COMM 2024 ANNUAL HOSTING FEE	EFT: EFT:	15,726.00 80,541.00
						VENDOR TOTAL *	.00	96,267.00
0000144 0354-362546 0354-362547 0354-362686	00	O'REILLY AUTOMOTIVE, INC. 006806 006806 006806	00	01/11/2024 01/11/2024 01/11/2024	501-4130-441.52-04 501-4130-441.52-09 501-4130-441.52-04	AIR, CABIN, & OIL FILTER MOTOR OIL - TRK #409 FUEL FILTER EQ #410	EFT: EFT: EFT:	50.60 78.80 18.61
						VENDOR TOTAL *	.00	148.01
0000393	00	OLSSON, INC.						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0000393	00	OLSSON, INC.							
483000		PI0022 008102	00	01/05/2024	401-3140-431.62-04	167TH 4 CRNRS TO MOONLIGH	EFT:		4,960.22
483001		PI0023 008102	00	01/05/2024	401-3140-431.62-04	167TH CNTR TO MOONLIGHT	EFT:		11,117.81
						VENDOR TOTAL *	.00		16,078.03
0000302	00	PETTY CASH - CITY HALL							
01102024		006807	00	01/11/2024	001-1150-411.46-01	KTAG - SR - CMFOA SPRING		1.70	
						VENDOR TOTAL *	1.70		
0002488	00	PETTY CASH - UTILITIES							
01082024		006806	00	01/11/2024	521-4230-442.46-02	PETTY CASH REIMBURSEMENT		36.00	
						VENDOR TOTAL *	36.00		
0005380	00	SHAWNEE COPY CENTER							
136963		006796	00	01/11/2024	001-2110-421.47-02	BUSINESS CARDS	EFT:		86.62
						VENDOR TOTAL *	.00		86.62
0000161	00	SIGN HERE, INC.							
25455		006806	00	01/11/2024	001-1110-411.52-20	"GO BLAZERS" SIGN	EFT:		200.00
25480		006797	00	01/11/2024	001-2120-421.61-09	VEHICLE GRAPHICS - #132	EFT:		840.00
						VENDOR TOTAL *	.00		1,040.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
8072553508		006798	00	01/11/2024	001-2110-421.52-20	CALENDARS, PENS,	EFT:		175.85
8072633693		006799	00	01/11/2024	001-2110-421.52-20	DESK CALENDARS	EFT:		114.21
8072701841		006800	00	01/11/2024	001-2110-421.52-20	BANKERS BOXES (2)	EFT:		110.04
						VENDOR TOTAL *	.00		400.10
0005195	00	STERICYCLE							
8005792402		006801	00	01/11/2024	001-2110-421.31-15	SHREDDING SERVICES	EFT:		67.09
						VENDOR TOTAL *	.00		67.09
0004785	00	SUMNERONE, INC							
3793066		006802	00	01/11/2024	501-4130-441.43-02	COPIER MAINT PROGRAM	EFT:		14.03
						VENDOR TOTAL *	.00		14.03
0000022	00	T-MOBILE USA, INC.							
979581282	1223	006240	00	01/11/2024	001-1120-411.40-03	MONTHLY BILLING	EFT:		90.75
979581282	1223	006241	00	01/11/2024	001-1140-411.40-03	MONTHLY BILLING	EFT:		50.52
979581282	1223	006255	00	01/11/2024	001-1305-413.40-03	MONTHLY BILLING	EFT:		40.23
979581282	1223	006259	00	01/11/2024	001-3110-431.40-03	MONTHLY BILLING	EFT:		40.23
979581282	1223	006261	00	01/11/2024	001-3120-431.40-03	MONTHLY BILLING	EFT:		308.00
979581282	1223	006260	00	01/11/2024	001-3130-431.40-03	MONTHLY BILLING	EFT:		1,559.90
979581282	1223	006257	00	01/11/2024	001-6105-461.40-03	MONTHLY BILLING	EFT:		181.77
979581282	1223	006258	00	01/11/2024	001-6120-461.40-03	MONTHLY BILLING	EFT:		305.20
979581282	1223	006244	00	01/11/2024	001-7110-471.40-03	MONTHLY BILLING	EFT:		40.23
979581282	1223	006245	00	01/11/2024	001-7120-471.40-03	MONTHLY BILLING	EFT:		123.20
979581282	1223	006246	00	01/11/2024	501-4110-441.40-03	MONTHLY BILLING	EFT:		160.92
979581282	1223	006248	00	01/11/2024	501-4120-441.40-03	MONTHLY BILLING	EFT:		206.17
979581282	1223	006247	00	01/11/2024	501-4130-441.40-03	MONTHLY BILLING	EFT:		120.69

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000022	00	T-MOBILE USA, INC.						
979581282	1223	006253	00	01/11/2024	521-4210-442.40-03	MONTHLY BILLING	EFT:	80.46
979581282	1223	006254	00	01/11/2024	521-4220-442.40-03	MONTHLY BILLING	EFT:	203.66
979581282	1223	006252	00	01/11/2024	521-4230-442.40-03	MONTHLY BILLING	EFT:	143.31
979581282	1223	006249	00	01/11/2024	531-4310-443.40-03	MONTHLY BILLING	EFT:	40.23
979581282	1223	006251	00	01/11/2024	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.69
979581282	1223	006250	00	01/11/2024	531-4330-443.40-03	MONTHLY BILLING	EFT:	143.32
979581282	1223	006242	00	01/11/2024	601-1230-412.40-03	MONTHLY BILLING	EFT:	40.23
979581282	1223	006256	00	01/11/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	213.95
979581282	1223	006243	00	01/11/2024	603-3150-431.40-03	MONTHLY BILLING	EFT:	50.52
979581282	1223	006263	00	01/11/2024	604-1320-413.40-03	MONTHLY BILLING	EFT:	80.46
979581282	1223	006262	00	01/11/2024	605-3116-431.40-03	MONTHLY BILLING	EFT:	61.60
						VENDOR TOTAL *	.00	4,406.24
0003962	00	TRANSLATIONPERFECT.COM						
11283		006803	00	01/11/2024	001-1330-413.31-15	INTERPRETER	EFT:	219.00
11399		006804	00	01/11/2024	001-1330-413.31-15	INTERPRETER	EFT:	221.60
						VENDOR TOTAL *	.00	440.60
0003047	00	WAL-MART						
112456		000015	00	01/11/2024	001-0000-207.10-20	RESTITUTION	75.66	
						VENDOR TOTAL *	75.66	
0004980	00	XTREME ELECTRIC						
1382		006805	00	01/11/2024	551-4520-445.43-04	REPAIRED RUNWAY LIGHTS	EFT:	700.00
						VENDOR TOTAL *	.00	700.00
						HAND ISSUED TOTAL ***		287.91
						EFT/EPAY TOTAL ***		276,085.42
						TOTAL EXPENDITURES ****	17,924.48	276,373.33
					GRAND TOTAL *****			294,297.81

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO	NO	NO						AMOUNT
0004930	00	ACCESSIBLE TECHNOLOGIES, INC						
365697		000039	00	01/18/2024	531-4320-443.43-02	REPAIR TO #1 BLOWER	EFT:	665.00
						VENDOR TOTAL *	.00	665.00
0005065	00	ACCONTEMP						
63050517		000026	00	01/18/2024	001-1330-413.31-15	COURT TEMP	EFT:	1,185.00
						VENDOR TOTAL *	.00	1,185.00
0004197	00	AID ANIMAL HOSPITAL, INC						
459004		000027	00	01/18/2024	001-2120-421.52-20	PHYSICAL & MEDS - ZEUS	111.20	
						VENDOR TOTAL *	111.20	
0002636	00	ALTEC CAPITAL SERVICES, LLC						
8404575		PI0037 008165	00	01/03/2024	501-4130-441.61-09	2024/M2-106 TRK #413	EFT:	405,764.00
						VENDOR TOTAL *	.00	405,764.00
0000566	00	AMERICAN TOPSOIL, INC.						
139515		006812	00	01/18/2024	501-4130-441.52-12	4 CY PULV	EFT:	151.17
139502		006811	00	01/18/2024	521-4230-442.52-12	6 CY PULV	EFT:	210.00
						VENDOR TOTAL *	.00	361.17
0001986	00	ANIXTER, INC.						
5531954-01		006813	00	01/18/2024	501-4130-441.52-31	1/0 PRIMARY ELBOW	EFT:	373.86
5895750-00		006814	00	01/18/2024	501-4130-441.52-25	STREET LIGHT POLE	EFT:	3,909.90
5788291-00		006849	00	01/18/2024	501-4130-441.52-31	4/0 PRIMARY ELBOW	EFT:	998.69
						VENDOR TOTAL *	.00	5,282.45
0000058	00	ANSWER KANSAS CITY, LTD. INC.						
7589-01162024		000072	00	01/18/2024	501-4110-441.40-03	ANSWERING SERVICE FOR	EFT:	194.11
7589-12162023		006851	00	01/18/2024	501-4110-441.40-03	ANSWERING SERVICE FOR	EFT:	217.47
7589-01162024		000072	00	01/18/2024	521-4230-442.31-15	ANSWERING SERVICE FOR	EFT:	14.10
7589-12162023		006851	00	01/18/2024	521-4230-442.31-15	ANSWERING SERVICE FOR	EFT:	37.48
7589-01162024		000072	00	01/18/2024	531-4330-443.31-15	ANSWERING SERVICE FOR	EFT:	14.10
7589-12162023		006851	00	01/18/2024	531-4330-443.31-15	ANSWERING SERVICE FOR	EFT:	37.48
						VENDOR TOTAL *	.00	514.74
0099999	00	ARAMBULA, JESUS						
000071405		UT	00	01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	36.69	
						VENDOR TOTAL *	36.69	
0004860	00	AT&T MOBILITY						
01082024		006848	00	01/18/2024	001-2110-421.40-03	DEPT CELL PHONES	2,061.59	
						VENDOR TOTAL *	2,061.59	
0005014	00	ATTIC STORAGE OF GARDNER						
29480		000047	00	01/18/2024	001-6110-461.44-02	MONTHLY RENT - JANUARY 24	EFT:	1,005.00
						VENDOR TOTAL *	.00	1,005.00
0099999	00	BELFIELD, JON & FONDA						
000035925		UT	00	01/12/2024	501-0000-229.00-00	FINAL BILL REFUND	151.55	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	BELFIELD, JON & FONDA						
						VENDOR TOTAL *	151.55	
0003373 2024 WW	00 CONF	BORJAS, REUBEN 000073	00	01/18/2024	521-4230-442.46-01	PER DIEM	296.70	
						VENDOR TOTAL *	296.70	
0002494 51028	00	BRET'S AUTOWORKS 006815	00	01/18/2024	001-2120-421.43-05	REPLACE CATALYTIC CONVERT	EFT:	2,988.29
						VENDOR TOTAL *	.00	2,988.29
0005293 313014430	00 0124	BRIGHTSPEED 000072	00	01/18/2024	521-4220-442.40-03	TELEPHONE - WTP	EFT:	352.85
						VENDOR TOTAL *	.00	352.85
0000347 163971-1	00	BURNS & MCDONNELL PI0028 008485	00	01/12/2024	130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	12,387.48
						VENDOR TOTAL *	.00	12,387.48
0004114 5887	00	CHAFFEE LOK-PRO 000028	00	01/18/2024	603-3150-431.43-01	REPAIR DOOR & INSTALL	EFT:	225.00
						VENDOR TOTAL *	.00	225.00
0003512 1210895-IN 1210009-IN	00	CHALLENGER TEAMWEAR LLC 006846 006846	00 00	01/18/2024 01/18/2024	001-6110-461.47-53 001-6110-461.47-53	YOUTH FLAG FB JERSEY YOUTH SOCCER JERSEY	EFT: EFT:	11.20 10.50
						VENDOR TOTAL *	.00	21.70
0005198 0108210010424	00	CHARTER COMMUNICATIONS 000071	00	01/18/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	42.74
						VENDOR TOTAL *	.00	42.74
0004817 3497516 3497544	00	CONVERGEONE, INC PI0040 008463 PI0041 008463	00 00	01/10/2024 01/10/2024	602-1340-413.47-05 602-1340-413.47-05	NOV MONTHLY BILLING DEC MONTHLY BILLING	EFT: EFT:	2,905.80 2,905.80
						VENDOR TOTAL *	.00	5,811.60
0099999 000070103	00	CUNDIFF, DESTINEE UT	00	01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	28.09	
						VENDOR TOTAL *	28.09	
0001557 214415	00	DATCO, INC 000047	00	01/18/2024	001-2120-421.53-02	UNIFORMS	27.00	
						VENDOR TOTAL *	27.00	
0005113 INV707547	00	DENALI WATER SOLUTIONS, LLC PI0027 008481	00	01/09/2024	521-4220-442.31-15	SLUDGE REMOVAL EAST POND	EFT:	64,850.00
						VENDOR TOTAL *	.00	64,850.00
0004959	00	DIGITAL EARTH CONSULTING LLC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004959	00	DIGITAL EARTH CONSULTING LLC						
49	006816		00	01/18/2024	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	3,570.00
						VENDOR TOTAL *	.00	3,570.00
0003481	00	DPC INDUSTRIES INC						
817003428-23	006817		00	01/18/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
						VENDOR TOTAL *	.00	2,140.40
0005211	00	EASY ICE, LLC						
01158829	000031		00	01/18/2024	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34
01158829	000029		00	01/18/2024	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
01158829	000030		00	01/18/2024	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
						VENDOR TOTAL *	.00	103.04
0004676	00	ELECTRICOMM, INC.						
5593	PI0034 008482		00	12/13/2023	501-4120-441.31-15	MAINT & TEST CURCUIT BRKR	EFT:	15,181.39
						VENDOR TOTAL *	.00	15,181.39
0004946	00	EVERGY						
2424383255	0124000047		00	01/18/2024	521-4220-442.40-05	ELECTRIC AT WTP	14,074.85	
9279570154	0124000047		00	01/18/2024	521-4220-442.40-05	ELECTRIC AT INTAKE	5,267.38	
						VENDOR TOTAL *	19,342.23	
0005441	00	FLOCK SAFETY						
INV-28338	PI0035 008483		00	12/18/2023	001-2120-421.43-02	FLOCK SAFETY FALCON FLEX	EFT:	7,000.00
						VENDOR TOTAL *	.00	7,000.00
0000086	00	GALLS, LLC						
026711844	000032		00	01/18/2024	001-2120-421.53-02	PATROL BOOTS - GILMORE	EFT:	125.00
						VENDOR TOTAL *	.00	125.00
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.						
1012024	PI0026 008477		00	01/01/2024	001-2130-421.31-17	ANIMAL SHELTER J, F, M 24	28,800.00	
						VENDOR TOTAL *	28,800.00	
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000114	0124000033		00	01/18/2024	001-6120-461.40-02	TRASH SERVICE	EFT:	430.00
						VENDOR TOTAL *	.00	430.00
0005254	00	GLMV ARCHITECTURE, INC						
0127898	PI0038 008387		00	01/11/2024	551-4540-445.61-03	K34 TERMINAL BUILDING	EFT:	23,175.00
						VENDOR TOTAL *	.00	23,175.00
0000181	00	GRAINGER						
9787128165	006826		00	01/18/2024	001-6120-461.52-01	PEDESTAL GRILL	EFT:	1,199.06
9883412604	006827		00	01/18/2024	001-6120-461.52-02	SMALL TOOLS	EFT:	17.60
9883412620	006828		00	01/18/2024	001-6120-461.52-02	SMALL TOOLS	EFT:	23.31
9948552139	000034		00	01/18/2024	501-4120-441.52-12	PAINTING & MISC SUPPLIES	EFT:	75.11
9948552147	000035		00	01/18/2024	501-4120-441.52-12	STEEL STAMP SET	EFT:	160.08
9949343090	000036		00	01/18/2024	501-4120-441.52-12	GLASS ROD KIT	EFT:	242.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000181	00	GRAINGER						
9802967670	006846		00	01/18/2024	531-4320-443.52-12	COMPOUND GAUGE TEST	EFT:	29.06
9904532570	006846		00	01/18/2024	531-4320-443.52-12	MOTOR START CAPACITOR	EFT:	50.86
						VENDOR TOTAL *	.00	1,797.08
0001840	00	GT DISTRIBUTORS INC						
UNIV0036094	006818		00	01/18/2024	001-2120-421.53-02	L/S SHIRTS	EFT:	93.60
INV0983123	000037		00	01/18/2024	001-2120-421.53-02	UNIFORMS	EFT:	82.09
UNIV0036445	006848		00	01/18/2024	001-2120-421.53-02	UNIFORMS	EFT:	26.63
UNIV0036100	006848		00	01/18/2024	001-2120-421.53-02	UNIFORMS	EFT:	126.00
						VENDOR TOTAL *	.00	328.32
0000297	00	HERITAGE-CRYSTAL CLEAN						
18429092	000038		00	01/18/2024	605-3116-431.31-15	PARTS WASHER	EFT:	449.30
						VENDOR TOTAL *	.00	449.30
0003943	00	INSIGHT PUBLIC SECTOR, INC						
1101124434	PI0036	008486	00	12/29/2023	602-1340-413.61-06	LENOVO THINKCENTRE (19)	EFT:	23,756.46
						VENDOR TOTAL *	.00	23,756.46
0005438	00	JAYCEE PROPERTIES LLC						
01172024	006850		00	01/18/2024	130-3130-431.62-04	REPAIR LANDSCAPE		1,087.00
						VENDOR TOTAL *	1,087.00	
0000565	00	JOHNSON & WYANDOTTE COUNTY COUNCIL						
12202023	006819		00	01/18/2024	001-1110-411.46-02	HOLIDAY SOCIAL TICKETS		160.00
						VENDOR TOTAL *	160.00	
0000405	00	JOHNSON COUNTY GOVERNMENT						
214095	PI0033	008479	00	12/31/2023	001-2110-421.31-11	4TH QTR PRISONER BOARDING		10,575.00
						VENDOR TOTAL *	10,575.00	
0004118	00	KANSAS BUREAU OF INVESTIGATION						
K19-00937	000047		00	01/18/2024	001-0000-207.10-30	ELIZABETH GARMS		400.00
						VENDOR TOTAL *	400.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.						
18653	000040		00	01/18/2024	601-1230-412.46-01	KMU MONTHLY TRAININGS	EFT:	3,773.25
						VENDOR TOTAL *	.00	3,773.25
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
3120262	006825		00	01/18/2024	001-3120-431.31-15	STORMWATER LOCATING SERV	EFT:	228.30
3120264	006820		00	01/18/2024	501-4130-441.40-06	LOCATES	EFT:	2.40
3120669	006821		00	01/18/2024	501-4130-441.40-06	LOCATES	EFT:	30.00
3120262	006822		00	01/18/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	228.30
3120262	006823		00	01/18/2024	521-4230-442.40-06	WATERLINE LOCATING SERVIC	EFT:	228.30
3120263	006847		00	01/18/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	57.60
3120262	006824		00	01/18/2024	531-4330-443.40-06	SEWERLINE LOCATING SERVIC	EFT:	228.30
						VENDOR TOTAL *	.00	1,003.20
0000332	00	KANSAS STATE TREASURER						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000332	00	KANSAS STATE TREASURER						
80977	000056		00	01/16/2024	001-0000-207.10-17	NOVEMBER 2023 COURT	CHECK #:	150.00
80977	000057		00	01/16/2024	001-0000-207.10-13	NOVEMBER 2023 COURT	CHECK #:	847.00
80977	000058		00	01/16/2024	001-0000-207.10-14	NOVEMBER 2023 COURT	CHECK #:	198.00
80977	000059		00	01/16/2024	001-0000-207.10-11	NOVEMBER 2023 COURT	CHECK #:	105.00
80977	000060		00	01/16/2024	001-0000-207.10-12	NOVEMBER 2023 COURT	CHECK #:	1,800.00
80977	000061		00	01/16/2024	001-0000-207.10-15	NOVEMBER 2023 COURT	CHECK #:	250.00
80977	000062		00	01/16/2024	001-0000-207.10-16	NOVEMBER 2023 COURT	CHECK #:	120.00
80998	000063		00	01/16/2024	001-0000-207.10-17	DECEMBER 2023 COURT	CHECK #:	182.00
80998	000064		00	01/16/2024	001-0000-207.10-13	DECEMBER 2023 COURT	CHECK #:	1,020.00
80998	000065		00	01/16/2024	001-0000-207.10-14	DECEMBER 2023 COURT	CHECK #:	286.00
80998	000066		00	01/16/2024	001-0000-207.10-11	DECEMBER 2023 COURT	CHECK #:	133.00
80998	000067		00	01/16/2024	001-0000-207.10-12	DECEMBER 2023 COURT	CHECK #:	2,340.00
80998	000068		00	01/16/2024	001-0000-207.10-15	DECEMBER 2023 COURT	CHECK #:	1,651.50
80998	000069		00	01/16/2024	001-0000-207.10-16	DECEMBER 2023 COURT	CHECK #:	160.00
						VENDOR TOTAL *	.00	9,242.50
0000492	00	KDHE - DIV OF HLTH & ENV LABS						
65682	006829		00	01/18/2024	521-4220-442.31-15	LAB TESTS OF WATER SAMPLE	EFT:	1,814.00
						VENDOR TOTAL *	.00	1,814.00
0003513	00	KMEA- DOGWOOD						
DOGW-GR-2024-02006847	0006847		00	01/18/2024	501-4120-441.41-01	DOGWOOD ENERGY FEB 2024	EFT:	409,305.00
						VENDOR TOTAL *	.00	409,305.00
0002489	00	KPERS						
1739101	000052		00	01/11/2024	721-0000-202.03-01	011124 PAY PERIOD	CHECK #:	50,470.67
						VENDOR TOTAL *	.00	50,470.67
0005437	00	KPERS 3RD PARTY WAR						
1739617	000050		00	01/16/2024	001-1330-413.31-15	3RD PARTY WAR - EC	CHECK #:	87.56
						VENDOR TOTAL *	.00	87.56
0002490	00	KPF						
1739104	000051		00	01/11/2024	721-0000-202.03-02	011124 PAY PERIOD	CHECK #:	44,552.21
						VENDOR TOTAL *	.00	44,552.21
0004769	00	KRONOS SAASHR, INC						
12188611	000041		00	01/18/2024	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	1,705.70
						VENDOR TOTAL *	.00	1,705.70
0004949	00	LEGAL RECORD, THE						
L16192	006849		00	01/18/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	9.09
L16193	006849		00	01/18/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	9.09
L16194	006849		00	01/18/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	6.82
L16364	000048		00	01/18/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	6.82
L16365	000048		00	01/18/2024	001-1150-411.47-01	ORDINANCE SUMMARY	EFT:	6.82
						VENDOR TOTAL *	.00	38.64
0005186	00	LINDE GAS & EQUIPMENT						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005186 40335073	00	LINDE GAS & EQUIPMENT 006830	00	01/18/2024	001-6120-461.44-02	TORCHES	EFT:	41.50
VENDOR TOTAL *							.00	41.50
0005383 APP NO 4 APP NO 4 APP NO 4	00	LOYD BUILDERS INC PI0029 008345 PI0030 008345 PI0031 008345	00	12/31/2023 12/31/2023 12/31/2023	501-4140-441.61-03 521-4240-442.61-03 531-4340-443.61-03	UTILITIES BUILDING UTILITIES BUILDING UTILITIES BUILDING	EFT: EFT: EFT:	11,490.85 5,745.42 5,745.43
VENDOR TOTAL *							.00	22,981.70
0004521 2024 WW CONF	00	MANES, TED 000073	00	01/18/2024	521-4230-442.46-01	PER DIEM	296.70	
VENDOR TOTAL *							296.70	
0002579 28243 28304	00	MARVINS TOW SERVICE, INC-OLATHE 000042 000043	00	01/18/2024 01/18/2024	001-3120-431.52-16 001-3120-431.52-16	521 WINCHING TOW SERVICE	EFT: EFT:	400.00 250.00
VENDOR TOTAL *							.00	650.00
0000233 17458	00	MAXIMUM LAWN CARE 000047	00	01/18/2024	001-2110-421.31-15	SNOW REMOVAL & ICE MELT	EFT:	3,182.50
VENDOR TOTAL *							.00	3,182.50
0003440 PL20230512.31	00	MIDWEST PUBLIC RISK- PL DEDUCTIBLES PI0042 008487	00	05/12/2023	601-1230-412.45-02	FY 23-24 P&L CONTRIBUTION	EFT:	348,745.00
VENDOR TOTAL *							.00	348,745.00
0001382 1083572	00	MISSION COMMUNICATIONS, LLC 000047	00	01/18/2024	531-4320-443.31-15	ALARM SERVICE ANNUAL FEES	EFT:	2,085.00
VENDOR TOTAL *							.00	2,085.00
0005296 6011288 6011288	00	MISSIONSQUARE RETIREMENT 000054 000055	00	01/10/2024 01/10/2024	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: CHECK #:	101 101
VENDOR TOTAL *							.00	10,860.69
0004780 12993	00	MUNICIPAL H2O 000044	00	01/18/2024	521-4220-442.31-15	ANNUAL EPA RMP COMPLIANCE	EFT:	4,200.00
VENDOR TOTAL *							.00	4,200.00
0000142 188963 01	00	OLATHE WINWATER WORKS 000048	00	01/18/2024	521-4230-442.52-12	FITTINGS	EFT:	2,080.00
VENDOR TOTAL *							.00	2,080.00
0000393 483654	00	OLSSON, INC. PI0039 008448	00	01/10/2024	501-4140-441.61-01	SUBSTATION 4 PRELIM DESIG	EFT:	950.00
VENDOR TOTAL *							.00	950.00
0005248 094753	00	OTTAWA COOP 48430 006831	00	01/18/2024	001-3120-431.52-09	DYED DIESEL	EFT:	332.97

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0005248	00	OTTAWA COOP	48430					
094796	006832		00	01/18/2024	001-3120-431.52-09	DYED DIESEL	EFT:	352.64
						VENDOR TOTAL *	.00	685.61
0005440	00	PACE SYSTEMS, INC						
GAR20231127	PI0032	008478	00	12/29/2023	001-2110-421.31-15	SCHEDULING SOFTWARE	EFT:	2,240.00
						VENDOR TOTAL *	.00	2,240.00
0001569	00	PAYCOR, INC						
INV05144193	000053		00	01/15/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	708.89
						VENDOR TOTAL *	.00	708.89
0000198	00	QUALITY REFRIGERATION, INC.						
15509	006847		00	01/18/2024	001-6110-461.52-20	WINTERIZE ICE MACHINE	EFT:	197.50
						VENDOR TOTAL *	.00	197.50
0099999	00	RUSSOW, JEREMY						
000070161	UT		00	01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	62.35	
						VENDOR TOTAL *	62.35	
0004830	00	SECURITY BANKCARD CENTER						
12/2023	006856		00	01/18/2024	001-1110-411.54-51	JOHNSON COUNTY EQUIPMENT	EFT:	120.00
12/2023	006877		00	01/18/2024	001-1110-411.54-51	SQ IN FULL BLOOM FLORIST	EFT:	307.99
12/2023	006855		00	01/18/2024	001-1120-411.52-20	PRIDE CLEANERS #87	EFT:	68.63
12/2023	006861		00	01/18/2024	001-1120-411.54-51	AMZN MKTP US TQ03590A3	EFT:	339.98
12/2023	006862		00	01/18/2024	001-1120-411.46-02	PROMETRIC EXAM FEE	EFT:	674.00
12/2023	006866		00	01/18/2024	001-1120-411.54-51	HOMEDEPOT.COM	EFT:	536.64
12/2023	006867		00	01/18/2024	001-1120-411.54-51	CUSTOMINK LLC	EFT:	128.36
12/2023	006868		00	01/18/2024	001-1120-411.54-51	SP TIMEREPROOFPORTRA	EFT:	120.00
12/2023	006869		00	01/18/2024	001-1120-411.54-51	SQ SUGAR MAMMA SWEETS	EFT:	735.00
12/2023	006870		00	01/18/2024	001-1120-411.54-51	POSITIVE PROMOTIONS	EFT:	191.80
12/2023	006872		00	01/18/2024	001-1120-411.54-51	OTC BRANDS INC	EFT:	299.90
12/2023	006876		00	01/18/2024	001-1120-411.52-20	AMZN MKTP US TS8TM19H2	EFT:	50.97
12/2023	006858		00	01/18/2024	001-1130-411.31-15	CANVA I03993-1649525	EFT:	12.95
12/2023	006864		00	01/18/2024	001-1130-411.31-15	4IMPRINT INC	EFT:	259.58
12/2023	006865		00	01/18/2024	001-1130-411.31-15	4IMPRINT INC	EFT:	699.41
12/2023	006871		00	01/18/2024	001-1130-411.31-15	CUSTOMINK LLC	EFT:	11.11
12/2023	006873		00	01/18/2024	001-1130-411.31-15	AMZN MKTP US A33RR2V53	EFT:	90.38
12/2023	006854		00	01/18/2024	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	17.36
12/2023	006859		00	01/18/2024	001-1140-411.46-01	WAL-MART #4475	EFT:	44.64
12/2023	006860		00	01/18/2024	001-1140-411.46-01	AMZN MKTP US 650869SD3	EFT:	19.99
12/2023	006863		00	01/18/2024	001-1140-411.46-01	PRICE CHOPPER #117	EFT:	159.41
12/2023	006878		00	01/18/2024	001-1140-411.46-01	WM SUPERCENTER #242	EFT:	30.20
12/2023	006879		00	01/18/2024	001-1140-411.52-20	STAPLS7620650700000001	EFT:	72.97
12/2023	006880		00	01/18/2024	001-1140-411.52-20	SQ A BLOSSOM FOR EVERY O	EFT:	74.74
12/2023	006881		00	01/18/2024	001-1140-411.52-20	PRICE CHOPPER #117	EFT:	58.99
12/2023	006896		00	01/18/2024	001-1310-413.46-01	SUPERION LLC	EFT:	899.00
12/2023	006897		00	01/18/2024	001-1310-413.46-01	SUPERION LLC	EFT:	899.00
12/2023	006906		00	01/18/2024	001-2110-421.52-20	TJM PROMOS	EFT:	643.00
12/2023	006907		00	01/18/2024	001-2110-421.31-15	SQ BROCKMAN LANDSCAPE &	EFT:	60.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
12/2023			006909			00	01/18/2024	001-2110-421.52-20	WAL-MART #5307	EFT:	50.82
12/2023			006910			00	01/18/2024	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	228.01
12/2023			006911			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US 9C9AV0403	EFT:	22.97
12/2023			006915			00	01/18/2024	001-2110-421.52-20	GOODCENTS SUBS - 0071 - G	EFT:	27.49
12/2023			006917			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US D01SB1AC3	EFT:	259.98
12/2023			006919			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US SY9K43HC3	EFT:	341.98
12/2023			006920			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US	EFT:	259.98
12/2023			006921			00	01/18/2024	001-2110-421.52-20	AMAZON.COM G329T07N3	EFT:	20.39
12/2023			006922			00	01/18/2024	001-2110-421.52-20	INTERNATIONAL E-Z UP INC	EFT:	737.54
12/2023			006924			00	01/18/2024	001-2110-421.52-20	TST GAMBINOS PIZZA - GA	EFT:	87.19
12/2023			006925			00	01/18/2024	001-2110-421.46-05	FACEBK 4VBH72YJX2	EFT:	50.00
12/2023			006926			00	01/18/2024	001-2110-421.46-05	FACEBK 374HWW7JX2	EFT:	50.00
12/2023			006927			00	01/18/2024	001-2110-421.46-05	FACEBK 9LFUK2YJX2	EFT:	37.65
12/2023			006928			00	01/18/2024	001-2110-421.46-05	FACEBK ZXLVWX3JX2	EFT:	8.08
12/2023			006929			00	01/18/2024	001-2110-421.52-20	SQ SIGNZDIRECT	EFT:	1,256.17
12/2023			006930			00	01/18/2024	001-2110-421.46-05	FACEBK KRN3WW3KX2	EFT:	50.00
12/2023			006931			00	01/18/2024	001-2110-421.46-05	FACEBK CBAVX2YJX2	EFT:	50.00
12/2023			006933			00	01/18/2024	001-2110-421.52-20	WESTLAKE HARDWARE #179	EFT:	14.95
12/2023			006934			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US XP8KD5N23	EFT:	259.59
12/2023			006937			00	01/18/2024	001-2110-421.52-20	SQ IN FULL BLOOM FLORIST	EFT:	70.00
12/2023			006946			00	01/18/2024	001-2110-421.52-20	AMZN MKTP US JG86G9MQ3	EFT:	47.99
12/2023			006947			00	01/18/2024	001-2110-421.52-20	AMAZON.COM UU9RJ2433	EFT:	6.29
12/2023			006904			00	01/18/2024	001-2120-421.43-05	FLEETIO.COM	EFT:	1,350.00
12/2023			006905			00	01/18/2024	001-2120-421.53-02	AFI LLC	EFT:	2,370.62
12/2023			006908			00	01/18/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	100.00
12/2023			006912			00	01/18/2024	001-2120-421.43-05	SAFELITE AUTOGLASS	EFT:	558.34
12/2023			006913			00	01/18/2024	001-2120-421.43-05	CHAFFEE LOK-PRO	EFT:	35.00
12/2023			006914			00	01/18/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	38.48
12/2023			006916			00	01/18/2024	001-2120-421.46-01	CALIBRE PRESS	EFT:	495.00
12/2023			006918			00	01/18/2024	001-2120-421.46-01	KU WEB PMT SVCS CED	EFT:	50.00
12/2023			006932			00	01/18/2024	001-2120-421.43-05	AMZN MKTP US E99RT5J93	EFT:	129.00
12/2023			006935			00	01/18/2024	001-2120-421.52-20	HEARTSMART	EFT:	949.51
12/2023			006936			00	01/18/2024	001-2120-421.43-05	AMZN MKTP US D966M12G3	EFT:	179.00
12/2023			006938			00	01/18/2024	001-2120-421.52-20	QUALIFICATION TARGETS INC	EFT:	481.91
12/2023			006939			00	01/18/2024	001-2120-421.52-20	AMAZON.COM DX40J1YF3	EFT:	115.98
12/2023			006940			00	01/18/2024	001-2120-421.52-20	WWW.BROWNELLSINC.COM	EFT:	58.57
12/2023			006941			00	01/18/2024	001-2120-421.53-02	AMZN MKTP US F70KU2343	EFT:	119.33
12/2023			006942			00	01/18/2024	001-2120-421.52-20	MICRO CENTER #191 RETAIL	EFT:	181.43
12/2023			006943			00	01/18/2024	001-2120-421.52-20	MICRO CENTER #191 RETAIL	EFT:	32.77
12/2023			006944			00	01/18/2024	001-2120-421.46-01	KANSAS NARCOTICS OFFIC	EFT:	250.00
12/2023			006945			00	01/18/2024	001-2120-421.46-01	KANSAS NARCOTICS OFFIC	EFT:	250.00
12/2023			006923			00	01/18/2024	001-2130-421.46-01	PAYPAL KANSASANIMA	EFT:	200.00
12/2023			006948			00	01/18/2024	001-3110-431.46-01	SUPERION LLC	EFT:	899.00
12/2023			006955			00	01/18/2024	001-3120-431.52-16	OREILLY 354	EFT:	105.82
12/2023			006956			00	01/18/2024	001-3120-431.52-16	OREILLY 354	EFT:	113.31
12/2023			006968			00	01/18/2024	001-3120-431.43-02	AMZN MKTP US 7Y8IQ4MP3	EFT:	35.58
12/2023			006978			00	01/18/2024	001-3120-431.52-13	BOMGAARS 127	EFT:	22.99
12/2023			006979			00	01/18/2024	001-3120-431.52-02	SHERWIN WILLIAMS 707568	EFT:	81.59
12/2023			006980			00	01/18/2024	001-3120-431.52-02	WESTLAKE HARDWARE #179	EFT:	35.99

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER					
12/2023	006981		00 01/18/2024	001-3120-431.52-13	BOMGAARS 127	EFT:	45.98
12/2023	006982		00 01/18/2024	001-3120-431.53-02	WESTLAKE HARDWARE #179	EFT:	362.95
12/2023	006983		00 01/18/2024	001-3120-431.52-08	SPRAYER SPECIALITIES INC	EFT:	76.16
12/2023	006986		00 01/18/2024	001-3120-431.52-10	IN MID AMERICAN SIGNAL	EFT:	340.00
12/2023	006987		00 01/18/2024	001-3120-431.52-02	WESTLAKE HARDWARE #179	EFT:	19.99
12/2023	006988		00 01/18/2024	001-3120-431.52-16	SHERWIN WILLIAMS 707568	EFT:	37.14
12/2023	006989		00 01/18/2024	001-3120-431.52-10	SHERWIN WILLIAMS 707568	EFT:	613.08
12/2023	006993		00 01/18/2024	001-3120-431.52-16	SHERWIN WILLIAMS 707568	EFT:	33.95
12/2023	006994		00 01/18/2024	001-3120-431.52-10	WESTLAKE HARDWARE #179	EFT:	14.44
12/2023	006949		00 01/18/2024	001-3130-431.52-20	AMZN MKTP US MT9SP2SL3	EFT:	87.98
12/2023	006950		00 01/18/2024	001-3130-431.46-01	KSU CASHIERS OFFICE IV	EFT:	50.00
12/2023	006951		00 01/18/2024	001-3130-431.52-20	AMZN MKTP US S09FX0GZ3	EFT:	11.88
12/2023	006952		00 01/18/2024	001-3130-431.52-20	AMAZON.COM YJ9YT2TD3	EFT:	66.42
12/2023	006953		00 01/18/2024	001-3130-431.52-20	THE HOME DEPOT 2218	EFT:	489.59
12/2023	007131		00 01/18/2024	001-3130-431.52-20	STAPLS7621079477000001	EFT:	74.98
12/2023	007088		00 01/18/2024	001-6110-461.54-51	WAL-MART #5307	EFT:	69.32
12/2023	007089		00 01/18/2024	001-6110-461.47-54	PRICE CHOPPER #117	EFT:	15.99
12/2023	007090		00 01/18/2024	001-6110-461.47-53	AMZN MKTP US DR6SK61E3	EFT:	178.50
12/2023	007095		00 01/18/2024	001-6110-461.54-51	WAL-MART #5307	EFT:	15.97
12/2023	007092		00 01/18/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	151.42
12/2023	007096		00 01/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	31.15
12/2023	007097		00 01/18/2024	001-6120-461.52-20	STAPLES INC	EFT:	28.79
12/2023	007098		00 01/18/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
12/2023	007099		00 01/18/2024	001-6120-461.52-01	HARBOR FREIGHT TOOLS 619	EFT:	69.98
12/2023	007100		00 01/18/2024	001-6120-461.52-02	BOMGAARS 127	EFT:	19.99
12/2023	007101		00 01/18/2024	001-6120-461.53-02	WESTLAKE HARDWARE #179	EFT:	94.97
12/2023	007102		00 01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	313.04
12/2023	007103		00 01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	218.01
12/2023	007104		00 01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	49.99
12/2023	007105		00 01/18/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	29.98
12/2023	007106		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	45.96
12/2023	007107		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	157.24
12/2023	007108		00 01/18/2024	001-6120-461.52-01	WAL-MART #5307	EFT:	107.98
12/2023	007109		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	38.94
12/2023	007110		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	58.07
12/2023	007111		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	54.98
12/2023	007112		00 01/18/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	45.98
12/2023	007113		00 01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	39.98
12/2023	007114		00 01/18/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	17.24
12/2023	007115		00 01/18/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	24.99
12/2023	007116		00 01/18/2024	001-6120-461.52-02	HARBOR FREIGHT TOOLS 619	EFT:	229.99
12/2023	007117		00 01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	18.98
12/2023	007118		00 01/18/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	7.59
12/2023	007119		00 01/18/2024	001-6120-461.43-02	OREILLY 354	EFT:	16.23
12/2023	007120		00 01/18/2024	001-6120-461.52-01	BOMGAARS 127	EFT:	114.95
12/2023	007121		00 01/18/2024	001-6120-461.52-02	CONSTRUCTION MATERIALS	EFT:	138.17
12/2023	007122		00 01/18/2024	001-6120-461.52-01	MENARDS 3343	EFT:	1,244.60
12/2023	007123		00 01/18/2024	001-6120-461.46-01	PAYPAL KANSASCITYB	EFT:	450.00
12/2023	007124		00 01/18/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	19.24

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
12/2023				007125		00	01/18/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	19.98
12/2023				007126		00	01/18/2024	001-6120-461.52-01	MENARDS 3343	EFT:	149.94
12/2023				007091		00	01/18/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	75.71
12/2023				007127		00	01/18/2024	001-7120-471.52-20	AMZN MKTP US M364D1WN3	EFT:	20.78
12/2023				007128		00	01/18/2024	001-7120-471.52-20	AMZN MKTP US DG1HA5IK3	EFT:	24.26
12/2023				007129		00	01/18/2024	001-7120-471.52-02	AMZN MKTP US JC4L05BI3	EFT:	51.08
12/2023				007130		00	01/18/2024	001-7120-471.52-20	STAPLS7621079477000001	EFT:	74.99
12/2023				007132		00	01/18/2024	001-7120-471.52-02	AMZN MKTP US BP60U6EE3	EFT:	12.29
12/2023				007133		00	01/18/2024	001-7120-471.52-02	AMZN MKTP US QN76H8FH3	EFT:	66.69
12/2023				007134		00	01/18/2024	001-7120-471.52-20	AMZN MKTP US DF9LH5983	EFT:	42.27
12/2023				007135		00	01/18/2024	001-7120-471.52-20	WAL-MART #5307	EFT:	34.19
12/2023				007136		00	01/18/2024	001-7120-471.53-02	RED WING SHOES #648	EFT:	269.98
12/2023				007023		00	01/18/2024	501-4110-441.52-20	STAPLS7620767780000001	EFT:	32.99
12/2023				007027		00	01/18/2024	501-4110-441.47-04	PRICE CHOPPER #117	EFT:	26.40
12/2023				007035		00	01/18/2024	501-4110-441.43-05	BIG O TIRES OF GARDNER	EFT:	45.56
12/2023				007038		00	01/18/2024	501-4110-441.46-02	KANSAS RURAL WATER ASN	EFT:	920.00
12/2023				007031		00	01/18/2024	501-4120-441.52-20	AMAZON.COM 5T1AS5XE3	EFT:	29.14
12/2023				007032		00	01/18/2024	501-4120-441.52-20	AMZN MKTP US ME66H6QS3	EFT:	24.26
12/2023				007033		00	01/18/2024	501-4120-441.52-20	AMZN MKTP US CI2UW9F73	EFT:	40.62
12/2023				007034		00	01/18/2024	501-4120-441.52-20	AMZN MKTP US X860R94E3	EFT:	6.99
12/2023				007037		00	01/18/2024	501-4120-441.31-15	PITSDATARECOVERY	EFT:	49.00
12/2023				007025		00	01/18/2024	501-4130-441.52-20	STAPLS7621635498000002	EFT:	14.95
12/2023				007026		00	01/18/2024	501-4130-441.52-20	STAPLS7621722511000001	EFT:	22.09
12/2023				007028		00	01/18/2024	501-4130-441.52-20	STAPLS7621635498000001	EFT:	52.45
12/2023				007029		00	01/18/2024	501-4130-441.52-20	STAPLS7622366663000001	EFT:	41.89
12/2023				007039		00	01/18/2024	501-4130-441.52-12	WESTLAKE HARDWARE #179	EFT:	61.20
12/2023				007040		00	01/18/2024	501-4130-441.52-12	THE HOME DEPOT 2218	EFT:	81.89
12/2023				007041		00	01/18/2024	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	83.43
12/2023				007042		00	01/18/2024	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	7.78
12/2023				007043		00	01/18/2024	501-4130-441.52-04	DISCOUNT TIRE KSK 01	EFT:	349.73
12/2023				007044		00	01/18/2024	501-4130-441.52-12	WAL-MART #5307	EFT:	10.93
12/2023				007045		00	01/18/2024	501-4130-441.52-12	AMZN MKTP US JX66V9SW3	EFT:	35.37
12/2023				007024		00	01/18/2024	521-4220-442.52-20	AMZN MKTP US 3Q4GZ4A73	EFT:	9.75
12/2023				007036		00	01/18/2024	521-4220-442.52-20	AMZN MKTP US 9O37D1YL3	EFT:	9.75
12/2023				007046		00	01/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	152.09
12/2023				007047		00	01/18/2024	521-4220-442.52-20	BATTERIES+BULBS #259	EFT:	218.94
12/2023				007048		00	01/18/2024	521-4220-442.53-02	E. EDWARDS WORK WEAR	EFT:	151.75
12/2023				007049		00	01/18/2024	521-4220-442.52-20	BATTERIES+BULBS #259	EFT:	218.94
12/2023				007050		00	01/18/2024	521-4220-442.52-20	BATTERIES+BULBS #259	EFT:	199.95
12/2023				007051		00	01/18/2024	521-4220-442.52-12	REEVES-WIEDEMAN - OLATHE	EFT:	206.51
12/2023				007052		00	01/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	83.72
12/2023				007053		00	01/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	83.72
12/2023				007054		00	01/18/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	93.40
12/2023				007055		00	01/18/2024	521-4220-442.52-12	HARRINGTON IND PLASTICS	EFT:	492.79
12/2023				007056		00	01/18/2024	521-4220-442.31-15	IN ACCURATE ENVIRONMENTA	EFT:	40.00
12/2023				007057		00	01/18/2024	521-4220-442.31-15	IN ACCURATE ENVIRONMENTA	EFT:	660.00
12/2023				007058		00	01/18/2024	521-4220-442.31-15	IN ACCURATE ENVIRONMENTA	EFT:	970.00
12/2023				007059		00	01/18/2024	521-4220-442.52-20	THE HOME DEPOT #2218	EFT:	13.86
12/2023				006961		00	01/18/2024	521-4230-442.43-05	WESTLAKE HARDWARE #179	EFT:	52.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
12/2023				007030		00	01/18/2024	521-4230-442.46-01	WWETT REG	EFT:	225.00
12/2023				007064		00	01/18/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	171.97
12/2023				007066		00	01/18/2024	521-4230-442.46-01	BLAZERS RESTAURANT	EFT:	72.97
12/2023				007068		00	01/18/2024	521-4230-442.61-04	KC BOBCAT	EFT:	123.20
12/2023				007069		00	01/18/2024	521-4230-442.52-02	THE HOME DEPOT #2218	EFT:	104.94
12/2023				007070		00	01/18/2024	521-4230-442.52-02	BOMGAARS 127	EFT:	51.96
12/2023				007071		00	01/18/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	20.97
12/2023				007072		00	01/18/2024	521-4230-442.53-02	BOMGAARS 127	EFT:	.99
12/2023				007073		00	01/18/2024	531-4320-443.47-04	THE UPS STORE 5784	EFT:	416.06
12/2023				007074		00	01/18/2024	531-4320-443.53-02	BOMGAARS 127	EFT:	175.15
12/2023				007075		00	01/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	23.16
12/2023				007076		00	01/18/2024	531-4320-443.52-09	WM SUPERCENTER #5307	EFT:	19.44
12/2023				007077		00	01/18/2024	531-4320-443.52-12	WESTLAKE HARDWARE #179	EFT:	7.59
12/2023				007078		00	01/18/2024	531-4320-443.52-01	LANAIR PRODUCTS LLC	EFT:	52.66
12/2023				007079		00	01/18/2024	531-4320-443.52-20	AMZN MKTP US 8W0XD57S3	EFT:	159.99
12/2023				007080		00	01/18/2024	531-4320-443.52-20	AMAZON.COM 3K44J93H3	EFT:	24.95
12/2023				007081		00	01/18/2024	531-4320-443.52-02	WESTLAKE HARDWARE #179	EFT:	119.97
12/2023				007082		00	01/18/2024	531-4320-443.52-01	THE HOME DEPOT 2218	EFT:	247.82
12/2023				007083		00	01/18/2024	531-4320-443.52-02	WHITE CAP #797	EFT:	141.97
12/2023				007084		00	01/18/2024	531-4320-443.52-02	AMZN MKTP US BS5TP21I3	EFT:	35.67
12/2023				007085		00	01/18/2024	531-4320-443.52-20	AMZN MKTP US KU5UT0UW3	EFT:	16.99
12/2023				007086		00	01/18/2024	531-4320-443.46-02	KDHE BUREAU OF WATER	EFT:	35.00
12/2023				007060		00	01/18/2024	531-4330-443.52-12	WESTLAKE HARDWARE #179	EFT:	35.90
12/2023				007061		00	01/18/2024	531-4330-443.52-20	WAL-MART #5307	EFT:	85.00
12/2023				007062		00	01/18/2024	531-4330-443.52-20	WESTLAKE HARDWARE #179	EFT:	26.99
12/2023				007063		00	01/18/2024	531-4330-443.52-20	WAL-MART #5307	EFT:	11.94
12/2023				007065		00	01/18/2024	531-4330-443.52-20	WESTLAKE HARDWARE #179	EFT:	7.99
12/2023				007067		00	01/18/2024	531-4330-443.52-02	BOMGAARS 127	EFT:	68.97
12/2023				006969		00	01/18/2024	551-4520-445.43-02	OREILLY 354	EFT:	11.99
12/2023				006984		00	01/18/2024	551-4520-445.43-03	CES 491	EFT:	192.45
12/2023				006985		00	01/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	59.99
12/2023				006990		00	01/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	8.56
12/2023				006991		00	01/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	14.26
12/2023				006992		00	01/18/2024	551-4520-445.43-03	WESTLAKE HARDWARE #179	EFT:	52.48
12/2023				007087		00	01/18/2024	551-4520-445.43-01	WESTLAKE HARDWARE #179	EFT:	38.35
12/2023				006857		00	01/18/2024	601-1230-412.31-15	AMAZON.COM JS19F6HU3	EFT:	37.98
12/2023				006874		00	01/18/2024	601-1230-412.31-15	AMAZON.COM 5B4J88U33	EFT:	267.40
12/2023				006875		00	01/18/2024	601-1230-412.31-15	AMAZON.COM RG8633YC3	EFT:	68.15
12/2023				006882		00	01/18/2024	601-1230-412.52-20	AMZN MKTP US R78YO3WZ3	EFT:	44.08
12/2023				006883		00	01/18/2024	601-1230-412.52-20	AMAZON.COM 3H5RU87K3	EFT:	15.40
12/2023				006884		00	01/18/2024	601-1230-412.46-01	AMZN MKTP US 222A05QT3	EFT:	39.72
12/2023				006885		00	01/18/2024	601-1230-412.31-15	AMZN MKTP US 5C2EE87X3	EFT:	40.50
12/2023				006886		00	01/18/2024	601-1230-412.46-01	AMAZON.COM 731JB5VG3	EFT:	50.00
12/2023				006887		00	01/18/2024	601-1230-412.46-01	PARTY CITY 938	EFT:	15.00
12/2023				006888		00	01/18/2024	601-1230-412.46-01	WM SUPERCENTER #5307	EFT:	133.69
12/2023				006889		00	01/18/2024	601-1230-412.46-01	AMZN MKTP US UG9HT4S53	EFT:	12.74
12/2023				006890		00	01/18/2024	601-1230-412.46-01	AMAZON.COM DH5LN6JU3	EFT:	25.00
12/2023				006891		00	01/18/2024	601-1230-412.46-01	LA CARRETA	EFT:	590.00
12/2023				006892		00	01/18/2024	601-1230-412.46-01	PRICE CHOPPER #117	EFT:	47.71

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER									
12/2023			006893			00	01/18/2024	601-1230-412.46-01	IN RELLEC APPAREL GRAPHI	EFT:	638.00
12/2023			006894			00	01/18/2024	601-1230-412.46-01	AMZN MKTP US 7F2HJ0V73	EFT:	57.78
12/2023			006895			00	01/18/2024	601-1230-412.31-15	AMZN MKTP US EG7K953L3	EFT:	71.87
12/2023			006901			00	01/18/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.53
12/2023			006902			00	01/18/2024	602-1340-413.47-05	DNH DOMAIN HOSTING SRVCS	EFT:	79.96
12/2023			006903			00	01/18/2024	602-1340-413.47-05	DNH DOMAIN HOSTING SRVCS	EFT:	40.34
12/2023			007093			00	01/18/2024	602-1340-413.47-05	WHENTOWORK INC	EFT:	637.00
12/2023			006995			00	01/18/2024	603-3150-431.52-02	WESTLAKE HARDWARE #179	EFT:	19.18
12/2023			006996			00	01/18/2024	603-3150-431.52-01	OREILLY 354	EFT:	21.98
12/2023			006997			00	01/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	12.95
12/2023			006998			00	01/18/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	48.42
12/2023			006999			00	01/18/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	10.54
12/2023			007000			00	01/18/2024	603-3150-431.52-02	AMZN MKTP US JP76L2N23	EFT:	14.78
12/2023			007001			00	01/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	26.44
12/2023			007002			00	01/18/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	13.94
12/2023			007003			00	01/18/2024	603-3150-431.52-01	CHAFFEE LOK-PRO	EFT:	70.90
12/2023			007004			00	01/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	9.19
12/2023			007005			00	01/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	9.79
12/2023			007006			00	01/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	19.97
12/2023			007007			00	01/18/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	27.88
12/2023			007008			00	01/18/2024	603-3150-431.52-01	AMAZON.COM SR82T2ZE3	EFT:	42.22
12/2023			007009			00	01/18/2024	603-3150-431.52-01	RAMAIR INC	EFT:	55.20
12/2023			007010			00	01/18/2024	603-3150-431.52-01	AMZN MKTP US OI61N3JL3	EFT:	15.99
12/2023			007011			00	01/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	23.97
12/2023			007012			00	01/18/2024	603-3150-431.52-01	GRAINGER	EFT:	121.79
12/2023			007013			00	01/18/2024	603-3150-431.52-01	SHERWIN WILLIAMS 707568	EFT:	45.50
12/2023			007014			00	01/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	30.42
12/2023			007015			00	01/18/2024	603-3150-431.52-01	BOMGAARS 127	EFT:	20.16
12/2023			007016			00	01/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	23.98
12/2023			007017			00	01/18/2024	603-3150-431.52-01	AMZN MKTP US 7W0EL2I23	EFT:	17.99
12/2023			007018			00	01/18/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	110.39
12/2023			007019			00	01/18/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	59.94
12/2023			007020			00	01/18/2024	603-3150-431.52-02	AMZN MKTP US RI75D2WO3	EFT:	59.94
12/2023			007021			00	01/18/2024	603-3150-431.53-02	BOMGAARS 127	EFT:	4.99
12/2023			007022			00	01/18/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	19.65
12/2023			006898			00	01/18/2024	604-1320-413.52-20	STAPLS7618384068004001	EFT:	72.86
12/2023			006899			00	01/18/2024	604-1320-413.52-20	STAPLS7621990150000003	EFT:	248.92
12/2023			006900			00	01/18/2024	604-1320-413.52-20	STAPLS7621990150000002	EFT:	127.99
12/2023			006954			00	01/18/2024	605-3116-431.52-05	SPRAYER SPECIALITIES INC	EFT:	11.09
12/2023			006957			00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	26.03
12/2023			006958			00	01/18/2024	605-3116-431.52-05	KC BOBCAT	EFT:	159.53
12/2023			006959			00	01/18/2024	605-3116-431.43-05	OLATHE FORD SERVICE	EFT:	281.01
12/2023			006960			00	01/18/2024	605-3116-431.52-04	WESTLAKE HARDWARE #179	EFT:	31.98
12/2023			006962			00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	12.84
12/2023			006963			00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	47.17
12/2023			006964			00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	149.87
12/2023			006965			00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	175.12
12/2023			006966			00	01/18/2024	605-3116-431.52-05	OREILLY 354	EFT:	38.01
12/2023			006967			00	01/18/2024	605-3116-431.52-04	WESTLAKE HARDWARE #179	EFT:	28.46

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER						
12/2023	006970		00	01/18/2024	605-3116-431.52-20	AMZN MKTP US JU9SQ2EH3	EFT:	16.45
12/2023	006971		00	01/18/2024	605-3116-431.52-20	AMZN MKTP US 7G1TG47I3	EFT:	9.99
12/2023	006972		00	01/18/2024	605-3116-431.52-04	WWW.AMAZON.COM 508	EFT:	154.43
12/2023	006973		00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	14.99
12/2023	006974		00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	30.36
12/2023	006975		00	01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	43.32
12/2023	006976		00	01/18/2024	605-3116-431.52-20	OREILLY 354	EFT:	27.67
12/2023	006977		00	01/18/2024	605-3116-431.52-05	OREILLY 354	EFT:	37.11
12/2023	007094		00	01/18/2024	702-6110-461.54-52	WAL-MART #5307	EFT:	129.72
						VENDOR TOTAL *	.00	39,469.14
0004179	00	SHELTON, BILL ALAN						
01092024	000070		00	01/18/2024	551-4520-445.31-15	SNOW REMOVAL AT AIRPORT	2,090.00	
						VENDOR TOTAL *	2,090.00	
0002247	00	SHERWIN WILLIAMS- ACCT 6716-4600-8						
2800-3	006834		00	01/18/2024	001-6120-461.52-01	GENERAL REPAIRS &	EFT:	11.18
						VENDOR TOTAL *	.00	11.18
0000161	00	SIGN HERE, INC.						
25496	000045		00	01/18/2024	501-4130-441.52-04	VEHICLE LETTERING #413	EFT:	390.83
						VENDOR TOTAL *	.00	390.83
0004482	00	SUPERION, LLC						
400623	PI0025 008381		00	01/03/2024	602-1340-413.47-05	ASP-TECHNICAL-ACCESS FEE	EFT:	9,993.35
						VENDOR TOTAL *	.00	9,993.35
0099999	00	TEMPLAR, CHARLA J.						
000058177	UT		00	11/22/2023	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 131835	225.65-
						VENDOR TOTAL *	.00	225.65-
0004635	00	TEST SMARTLY LABS						
19947	006833		00	01/18/2024	601-1230-412.31-15	SEASONAL DRUG TESTS	EFT:	50.00
						VENDOR TOTAL *	.00	50.00
0005212	00	TIMBLIN, BRIAN						
2024 WW CONF	000073		00	01/18/2024	521-4230-442.46-01	PER DIEM	296.70	
						VENDOR TOTAL *	296.70	
0099999	00	TUM, ANN						
000068883	UT		00	01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	5.16	
						VENDOR TOTAL *	5.16	
0000238	00	USA BLUE BOOK						
INV00235608	000047		00	01/18/2024	531-4320-443.52-12	TRANSMITTER CABLE, BEAKER	EFT:	1,939.45
						VENDOR TOTAL *	.00	1,939.45
0000026	00	USIC LOCATING SERVICES						
633665	006838		00	01/18/2024	001-3120-431.31-15	PW LOCATING SERVICE	EFT:	7,857.50

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000026	00	USIC LOCATING SERVICES						
633666	006839		00	01/18/2024	001-3120-431.31-15	PW LOCATING SERVICE	EFT:	245.00
633665	006835		00	01/18/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	7,857.50
633666	006842		00	01/18/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	245.00
633667	006843		00	01/18/2024	501-4130-441.40-06	LOCATES	EFT:	30.00
633668	006844		00	01/18/2024	501-4130-441.40-06	LOCATES	EFT:	405.00
633665	006836		00	01/18/2024	521-4230-442.40-06	LM WATER LOCATING SERV	EFT:	7,857.50
633666	006841		00	01/18/2024	521-4230-442.40-06	LM WATER LOCATING SERV	EFT:	245.00
633665	006837		00	01/18/2024	531-4330-443.40-06	LM WW LOCATING SERVICE	EFT:	7,857.50
633666	006840		00	01/18/2024	531-4330-443.40-06	LM WW LOCATING SERVICE	EFT:	245.00
						VENDOR TOTAL *	.00	32,845.00
0099999	00	VAN CLEAVE, CHARLES						
000070273	UT		00	01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	21.61	
						VENDOR TOTAL *	21.61	
0005256	00	VOYA BENEFIT STRATEGIES						
261844	000046		00	01/18/2024	001-1140-411.31-15	JAN '24 COBRA DIRECT BILL	EFT:	86.00
						VENDOR TOTAL *	.00	86.00
0000366	00	WARDROBE CLEANERS INC.						
01062024STM	006845		00	01/18/2024	001-2120-421.42-02	DRY CLEANING	260.00	
						VENDOR TOTAL *	260.00	
0099999	00	WILLOW CHASE INVESTMENTS						
000059787	UT		00	01/02/2024	501-0000-229.00-00	MANUAL CHECK	65.79	
						VENDOR TOTAL *	65.79	
						HAND ISSUED TOTAL ***		115,696.87
						EFT/EPAY TOTAL ***		1,469,976.56
						TOTAL EXPENDITURES ****	66,175.36	1,585,673.43
					GRAND TOTAL *****			1,651,848.79

VEND NO	SEQ#	VENDOR NAME							
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	EFT, EPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	HAND-ISSUED
									AMOUNT
0003197	00	MIDWEST PUBLIC RISK-P & L CONTRIBUT							
PL20230512.31	PI0043	008490	00	05/12/2023	601-1230-412.45-02	FY 23-24 P&L CONTRIBUTION		EFT:	348,745.00
						VENDOR TOTAL *		.00	348,745.00
						EFT/EPAY TOTAL ***			348,745.00
						TOTAL EXPENDITURES ****		.00	348,745.00
					GRAND TOTAL	*****			348,745.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004340	00	ALL CITY MANAGEMENT SERVICES INC									
90110			007150			00	01/25/2024	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	286.64
90110			PI0052	008334		00	12/20/2023	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	3,124.90
VENDOR TOTAL *										.00	3,411.54
0002636	00	ALTEC CAPITAL SERVICES, LLC									
01875623			000076			00	01/25/2024	501-4130-441.44-02	LEASE FOR TRUCK #401	EFT:	3,645.52
01875624			000077			00	01/25/2024	501-4130-441.44-02	LEASE FOR TRUCK #413	EFT:	4,620.94
01875625			000078			00	01/25/2024	501-4130-441.44-02	LEASE FOR TRUCK #402&405	EFT:	5,821.88
01875626			000079			00	01/25/2024	501-4130-441.44-02	LEASE FOR TRUCK #432	EFT:	3,440.80
01875627			000080			00	01/25/2024	501-4130-441.44-02	LEASE FOR TRUCK #403	EFT:	3,459.41
VENDOR TOTAL *										.00	20,988.55
0000056	00	AMERICAN EQUIPMENT CO.									
71651			PI0057	008492		00	01/10/2024	001-3120-431.52-16	SNOW PLOW PARTS	EFT:	5,594.86
VENDOR TOTAL *										.00	5,594.86
0004999	00	AMERICAN FIDELITY ADMIN SERVICES									
67955			000081			00	01/25/2024	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	124.30
VENDOR TOTAL *										.00	124.30
0003515	00	AUGUSTINE EXTERMINATORS INC									
2426347			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2426345			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.86
2426345			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	32.85
2426341			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2426344			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2426340			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	43.05
2426343			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2426342			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	54.38
2426339			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
2426346			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	28.33
2426338			000103			00	01/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	105.60
VENDOR TOTAL *										.00	512.32
0004465	00	AXON ENTERPRISE, INC.									
INUS216394			PI0050	008488		00	01/01/2024	001-2120-421.52-20	2020 TASER 7 CERTIFICATIO	EFT:	24,480.00
VENDOR TOTAL *										.00	24,480.00
0001773	00	BHC RHODES									
45378			PI0055	008372		00	01/19/2024	130-3130-431.62-07	CENTER ST INSPECTION	EFT:	3,499.08
VENDOR TOTAL *										.00	3,499.08
0002847	00	BLACK HILLS ENERGY									
4848285043			0124007138			00	01/25/2024	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
VENDOR TOTAL *										.00	2,668.84
0005293	00	BRIGHTSPEED									
313440714	1223		007139			00	01/25/2024	551-4520-445.40-03	BRIGHTSPEED - AIRPORT	EFT:	214.05
313440714	0124		000082			00	01/25/2024	551-4520-445.40-03	BRIGHTSPEED - AIRPORT	EFT:	214.05

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	FINK, BRADY AND EMILY									
000062695		UT				00	01/19/2024	501-0000-229.00-00	MANUAL CHECK	161.37	
VENDOR TOTAL *										161.37	
0001101	00	GARDNER DISPOSAL SERVICE, INC.									
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	139.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	40.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	35.00
01-0000274	0124000136					00	01/25/2024	603-3150-431.40-02	TRASH SERVICE	EFT:	46.00
VENDOR TOTAL *										.00	521.00
0001840	00	GT DISTRIBUTORS INC									
UNIV0036399		000085				00	01/25/2024	001-2120-421.53-02	UNIFORMS	EFT:	15.00
VENDOR TOTAL *										.00	15.00
0002095	00	HDR ENGINEERING, INC									
1200588089		007151				00	01/25/2024	001-3130-431.31-10	TRAFFIC ON-CALL SERVICES	EFT:	1,616.99
1200588089		PI0054 008133				00	01/12/2024	001-3130-431.31-10	TRAFFIC ON-CALL SERVICES	EFT:	825.28
VENDOR TOTAL *										.00	2,442.27
0002906	00	HOLOPIREK, ADRAINA									
KRPA CONFERENCE		000102				00	01/25/2024	001-6110-461.46-01	PER DIEM	324.08	
VENDOR TOTAL *										324.08	
0005013	00	HSA BANK									
W514527		000140				00	01/26/2024	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	110.25
VENDOR TOTAL *										.00	110.25
0005000	00	HUMANA INSURANCE COMPANY									
702625786		000107				00	01/25/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	9,363.14
702625786		000108				00	01/25/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	5,404.62
702625786		000109				00	01/25/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	980.46
702625786		000111				00	01/25/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	3,004.92
702625786		000112				00	01/25/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	7,771.16
702625786		000114				00	01/25/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,399.70
702625786		000116				00	01/25/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	7,543.14
702625786		000117				00	01/25/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	46,121.04
702625786		000118				00	01/25/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	980.46
702625786		000120				00	01/25/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	11,089.74
702625786		000121				00	01/25/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	10,405.84
702625786		000131				00	01/25/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	7,302.00
702625786		000132				00	01/25/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	8,860.82
702625786		000133				00	01/25/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	8,784.78

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0005000	00	HUMANA INSURANCE COMPANY							
702625786	000134		00	01/25/2024	001-7120-471.21-01	MONTHLY BILLING		EFT:	3,990.38
702625786	000123		00	01/25/2024	501-4110-441.21-01	MONTHLY BILLING		EFT:	6,385.08
702625786	000124		00	01/25/2024	501-4120-441.21-01	MONTHLY BILLING		EFT:	4,970.84
702625786	000125		00	01/25/2024	501-4130-441.21-01	MONTHLY BILLING		EFT:	18,648.94
702625786	000126		00	01/25/2024	521-4210-442.21-01	MONTHLY BILLING		EFT:	980.46
702625786	000127		00	01/25/2024	521-4220-442.21-01	MONTHLY BILLING		EFT:	9,075.28
702625786	000128		00	01/25/2024	521-4230-442.21-01	MONTHLY BILLING		EFT:	13,696.92
702625786	000129		00	01/25/2024	531-4310-443.21-01	MONTHLY BILLING		EFT:	2,399.70
702625786	000130		00	01/25/2024	531-4320-443.21-01	MONTHLY BILLING		EFT:	10,750.70
702625786	000110		00	01/25/2024	601-1230-412.21-01	MONTHLY BILLING		EFT:	980.46
702625786	000135		00	01/25/2024	601-1230-412.31-15	MONTHLY BILLING		EFT:	898.76
702625786	000115		00	01/25/2024	602-1340-413.21-01	MONTHLY BILLING		EFT:	8,784.78
702625786	000122		00	01/25/2024	603-3150-431.21-01	MONTHLY BILLING		EFT:	980.46
702625786	000113		00	01/25/2024	604-1320-413.21-01	MONTHLY BILLING		EFT:	6,060.36
702625786	000119		00	01/25/2024	605-3116-431.21-01	MONTHLY BILLING		EFT:	2,024.46
702625786	000106		00	01/25/2024	721-0000-202.03-08	MONTHLY BILLING		EFT:	20,778.97
						VENDOR TOTAL *		.00	241,418.37
0003943	00	INSIGHT PUBLIC SECTOR, INC							
1101124582	PI0049	008486	00	01/01/2024	602-1340-413.61-06	LENOVO ONSITE UPGRADE		EFT:	1,235.00
						VENDOR TOTAL *		.00	1,235.00
0011111	00	JASON WILKINSON							
KRPA CONFERENCE	000138		00	01/25/2024	001-6110-461.46-01	PER DIEM			335.88
						VENDOR TOTAL *		335.88	
0000995	00	JCI INDUSTRIES INC.							
8262668	007141		00	01/25/2024	521-4220-442.52-12	PUMP KIT		EFT:	359.00
8262734	007142		00	01/25/2024	521-4220-442.52-12	WATER HARDWARE		EFT:	2,386.54
						VENDOR TOTAL *		.00	2,745.54
0003478	00	JCPRD							
R22594	000086		00	01/25/2024	702-6110-461.54-52	SPECIAL OLYMPICS			40.00
						VENDOR TOTAL *		40.00	
0000405	00	JOHNSON COUNTY GOVERNMENT							
214242	007148		00	01/25/2024	603-3150-431.52-01	PAINT DISPOSAL			128.36
						VENDOR TOTAL *		128.36	
0000300	00	KANSAS DEPT OF REVENUE							
4022-PB2F-4T76	000143		00	01/24/2024	001-0000-207.20-00	DEC '23 SALES TAX	CHECK #:	103	22.35
4022-4BH7-AYX7	000141		00	01/24/2024	501-0000-207.20-00	DEC '23 SALES TAX	CHECK #:	103	46,551.21
4022-PB2F-4T76	000142		00	01/24/2024	551-0000-207.20-00	DEC '23 SALES TAX	CHECK #:	103	245.02
						VENDOR TOTAL *		.00	46,818.58
0000679	00	KANSAS MUNICIPAL JUDGES ASSOC							
01232024	000087		00	01/25/2024	001-1330-413.46-02	2024 MEMBERSHIP DUES			25.00
						VENDOR TOTAL *		25.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.						
18695		PI0051 008489	00	01/03/2024	501-4110-441.46-02	KMU '24 ELECTR MEMBERSHIP	EFT:	19,866.00
						VENDOR TOTAL *	.00	19,866.00
0001446	00	KMEA EMP #1 OPERATING ACCT						
EMP1-GD-2023-12000151			00	01/25/2024	501-0000-351.13-00	DOGWOOD ENERGY REVENUE	EFT:	245,247.70-
EMP1-GD-2023-12000151			00	01/25/2024	501-4120-441.41-01	KMEA EMP1 - DECEMBER	EFT:	236,974.70
						VENDOR TOTAL *	.00	8,273.00-
0000805	00	KMGA GAS SUPPLY OPERATING FUND						
GARD-2023-12		000138	00	01/25/2024	501-4120-441.41-50	NATURAL GAS	EFT:	146.40
						VENDOR TOTAL *	.00	146.40
0002489	00	KPERS						
1742260		000145	00	01/25/2024	721-0000-202.03-05	012524 PAY PERIOD	CHECK #:	112 704.18
1742263		000146	00	01/25/2024	721-0000-202.03-01	012524 PAY PERIOD	CHECK #:	112 59,576.35
						VENDOR TOTAL *	.00	60,280.53
0002490	00	KPF						
1742259		000144	00	01/25/2024	721-0000-202.03-05	012524 PAY PERIOD	CHECK #:	113 48.75
1742264		000147	00	01/25/2024	721-0000-202.03-02	012524 PAY PERIOD	CHECK #:	113 37,458.79
						VENDOR TOTAL *	.00	37,507.54
0004604	00	LAMP, RYNEARSON & ASSOCIATES						
0322143.01-07		PI0044 008134	00	01/19/2024	521-4240-442.62-18	WATER DISTRICT 7 INTERCON		1,174.00
0323149.01-02		PI0046 008442	00	01/19/2024	531-4340-443.62-10	WINWOOD PRK SEWER LINE		9,170.10
0323149.01-01		PI0053 008442	00	12/26/2023	531-4340-443.62-10	WINWOOD PRK SWR LINE PROJ		8,676.97
						VENDOR TOTAL *	19,021.07	
0004811	00	LESTER, JORDYN						
KRPA CONFERENCE		0000100	00	01/25/2024	001-6110-461.46-01	PER DIEM		335.88
						VENDOR TOTAL *	335.88	
0005186	00	LINDE GAS & EQUIPMENT						
40343576		007143	00	01/25/2024	501-4120-441.44-02	CYLINDER RENTAL	EFT:	229.57
						VENDOR TOTAL *	.00	229.57
0000233	00	MAXIMUM LAWN CARE						
17470		000088	00	01/25/2024	001-2110-421.31-15	SNOW REMOVAL-SALT-ICE	EFT:	720.00
						VENDOR TOTAL *	.00	720.00
0005443	00	MID-AMERICA ECONOMIC DEVELOPMENT CO						
03589		007149	00	01/25/2024	001-7110-471.46-01	MTGS/CONT ED	EFT:	499.00
						VENDOR TOTAL *	.00	499.00
0000375	00	MID-AMERICAN SIGNAL, INC.						
24-080		000089	00	01/25/2024	001-3120-431.31-15	MOONLIGHT & MAIN	EFT:	720.00
						VENDOR TOTAL *	.00	720.00
0005296	00	MISSIONSQUARE RETIREMENT						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005296	00	MISSIONSQUARE RETIREMENT						
6263707		000148	00	01/25/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	12,105.62
6263707		000149	00	01/25/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	290.40
						VENDOR TOTAL *	.00	12,396.02
0004957	00	NEXGRID, LLC						
2024000		000090	00	01/25/2024	602-1340-413.47-05	ADDITIONAL DATABASE	EFT:	275.00
						VENDOR TOTAL *	.00	275.00
0000140	00	OLATHE FORD INC.						
76893		007144	00	01/25/2024	501-4120-441.52-04	GEOTAB TELEMATICS	EFT:	25.00
						VENDOR TOTAL *	.00	25.00
0000142	00	OLATHE WINWATER WORKS						
188770 03		PI0045 008149	00	01/05/2024	521-4230-442.52-12	SADDLE	EFT:	1,200.00
						VENDOR TOTAL *	.00	1,200.00
0000393	00	OLSSON, INC.						
484041		PI0056 008437	00	01/12/2024	501-4140-441.62-15	SUB 1 TRANSFRMR 2 UPGRADE	EFT:	20,648.17
						VENDOR TOTAL *	.00	20,648.17
0000256	00	OTTAWA COOP 48397						
094762		007148	00	01/25/2024	521-4230-442.52-09	DYED DIESEL	EFT:	217.56
						VENDOR TOTAL *	.00	217.56
0001569	00	PAYCOR, INC						
INV05172863		000150	00	01/29/2024	001-1310-413.31-15	PAYROLL SERVICES-W2'S	CHECK #: 107	4,425.83
						VENDOR TOTAL *	.00	4,425.83
0004437	00	PEMBLETON, RAYMOND						
12152023		000138	00	01/25/2024	001-2120-421.46-01	PER DIEM	188.80	
						VENDOR TOTAL *	188.80	
0005308	00	PINE, KARA						
KRPA CONFERENCE		000101	00	01/25/2024	001-6110-461.46-01	PER DIEM	335.88	
						VENDOR TOTAL *	335.88	
0000586	00	PROTECTIVE EQUIPMENT TESTING						
83910		000091	00	01/25/2024	501-4130-441.31-15	GLOVES TESTING	EFT:	1,306.40
						VENDOR TOTAL *	.00	1,306.40
0003110	00	REJIS COMMISSION						
523827		000092	00	01/25/2024	001-2110-421.31-15	LEWEB SUBSCRIPTION FEE	EFT:	93.89
						VENDOR TOTAL *	.00	93.89
0000946	00	RIGHT-WAY JANITORIAL INC						
3083		000137	00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	2,500.00
3083		000137	00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	281.65
3083		000137	00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	362.50
3083		000137	00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	45.70

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000946	00	RIGHT-WAY JANITORIAL INC									
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	362.50
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	45.70
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	604.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	84.26
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	725.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	91.40
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	670.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	118.29
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	900.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	78.67
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	3,800.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	285.33
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	600.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	100.00
3083			000137			00	01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	154.65
									VENDOR TOTAL *	.00	11,809.65
0004120	00	RIVER GROUP DESIGN									
GRD110			007145			00	01/25/2024	001-1120-411.54-51	2024 MLK BOARDS	EFT:	1,000.00
									VENDOR TOTAL *	.00	1,000.00
0005380	00	SHAWNEE COPY CENTER									
137158			000095			00	01/25/2024	001-1110-411.52-20	BUSINESS CARDS	EFT:	96.77
137163			000096			00	01/25/2024	001-1120-411.52-20	HAPPY BIRTHDAY CARDS	EFT:	141.87
137106			000093			00	01/25/2024	001-2110-421.46-05	PD RECRUITMENT BROCHURES	EFT:	213.92
137107			000094			00	01/25/2024	001-2110-421.46-05	PD RECRUITMENT POSTERS	EFT:	70.14
									VENDOR TOTAL *	.00	522.70
0002903	00	STRICK & CO, INC									
45748			007146			00	01/25/2024	117-3130-431.62-07	SURVEY - SANTE FE ST ROW	EFT:	570.00
									VENDOR TOTAL *	.00	570.00
0005001	00	TRANE U.S. INC									
314254136			000097			00	01/25/2024	603-3150-431.43-01	JUSTICE CENTER - HVAC SER	EFT:	1,195.00
314260636			000098			00	01/25/2024	603-3150-431.43-01	JUSTICE CENTER - HVAC SER	EFT:	574.72
									VENDOR TOTAL *	.00	1,769.72
0003962	00	TRANSLATIONPERFECT.COM									
11490			000099			00	01/25/2024	001-1330-413.31-15	INTERPRETER	EFT:	90.00
									VENDOR TOTAL *	.00	90.00
0099999	00	TRAVELERS HAVEN LLC									
000062439			UT			00	01/18/2024	501-0000-229.00-00	MANUAL CHECK	13.70	
000062439			UT			00	01/18/2024	501-0000-229.00-00	MANUAL CHECK	33.46	
000062439			UT			00	01/22/2024	501-0000-229.00-00	MANUAL CHECK	23.94	
									VENDOR TOTAL *	71.10	
0005287	00	USD 231 NUTRITION SERVICES									
2023240035			007147			00	01/25/2024	702-6110-461.54-52	HOT DOG LUNCH - GARD GOLD	EFT:	630.00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005287	00	USD 231 NUTRITION SERVICES					
					VENDOR TOTAL *	.00	630.00
0005256 260283	00	VOYA BENEFIT STRATEGIES 007149	00 01/25/2024	001-1140-411.31-15	DECEMBER 2023 COBRA	EFT:	86.00
					VENDOR TOTAL *	.00	86.00
0005339 21124	00	WARREN PLACE EVENT CENTER, INC 000152	00 01/25/2024	702-6110-461.54-52	GARDNER GOLD GLAM DAY	500.00	
					VENDOR TOTAL *	500.00	
0003221	00	WEX BANK					
94405947	007148		00 01/25/2024	501-4120-441.52-09	ELECTRIC GENER FUEL	EFT:	374.77
94405947	007148		00 01/25/2024	501-4130-441.52-09	ELECTRIC DISTRIB FUEL	EFT:	1,092.98
94405947	007148		00 01/25/2024	521-4220-442.52-09	WATER FUEL	EFT:	192.60
94405947	007148		00 01/25/2024	521-4230-442.52-09	LINE MAINT WATER FUEL	EFT:	1,130.57
94405947	007148		00 01/25/2024	531-4320-443.52-09	WASTEWATER FUEL	EFT:	730.81
94405947	007148		00 01/25/2024	531-4330-443.52-09	LINE MAINT WASTEWTR FUEL	EFT:	489.03
					VENDOR TOTAL *	.00	4,010.76
					HAND ISSUED TOTAL ***		161,538.75
					EFT/EPAY TOTAL ***		407,442.15
					TOTAL EXPENDITURES ****	22,548.55	568,980.90
				GRAND TOTAL *****			591,529.45

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting permanent sanitary sewer easements for the Prairie Trace Meadows 2nd Plat

Strategic Priority: Infrastructure and Asset Management

Department: Utilities

Staff Recommendation:

Staff recommends that City Council accept the permanent sanitary sewer easements for the Prairie Trace Meadows 2nd Plat development project.

Background/Description of Item:

To facilitate the construction of a sanitary sewer line for the 2nd Plat, this permanent sanitary sewer easement was required in an unplatted area of a future phase of the subdivision.

Financial Impact:

- None

Attachments:

- Easement Documents

Suggested Motion:

Accept the permanent easements for the Prairie Trace Meadows 2nd Plat development project.

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2022, by and between GRATA, LLC which is the Manager of GRATA DEVELOPMENT, LLC of the post office of 6300 W 143rd Street, Suite 200, Overland Park, Kansas 66223, hereafter called Grantor, and the CITY OF GARDNER, KANSAS, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollars (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including increased water runoff or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

**SECTION TWO
RESTRICTED USE BY GRANTOR**

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstructions on the above described easement area or interfere with the construction, maintenance of operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

- (1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.
- (2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.
- (3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR

**GRATA, LLC, which is the Manager of
GRATA DEVELOPMENT, LLC**



Travis Schram, Manager

GRANTEE:

CITY OF GARDNER, KANSAS
A Municipal corporation

By: _____
Title: _____

ATTEST:

City Clerk

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ of the CITY OF GARDNER, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires: _____

EXHIBIT "A"

DESCRIPTION:

A tract of land varying in width lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, the centerline being more particularly described as follows:

Commencing at the Southeast Corner of said Northeast One-Quarter; thence along the South line of said Northeast One-Quarter, South 88 degrees 39 minutes 43 seconds West, a distance of 1346.44 feet; thence North 01 degrees 20 minutes 17 seconds West, a distance of 178.00 feet to the Point of Beginning of the centerline of a tract being 46 feet in width; thence continuing North 01 degrees 20 minutes 17 seconds West, a distance of 203.00 feet to the centerline of a tract being 40 feet in width; thence North 02 degrees 38 minutes 14 seconds West, a distance of 209.64 feet; thence North 10 degrees 27 minutes 39 seconds East, a distance of 218.28 feet; thence North 42 degrees 51 minutes 31 seconds East, a distance of 196.53 feet to the Point of Terminus.



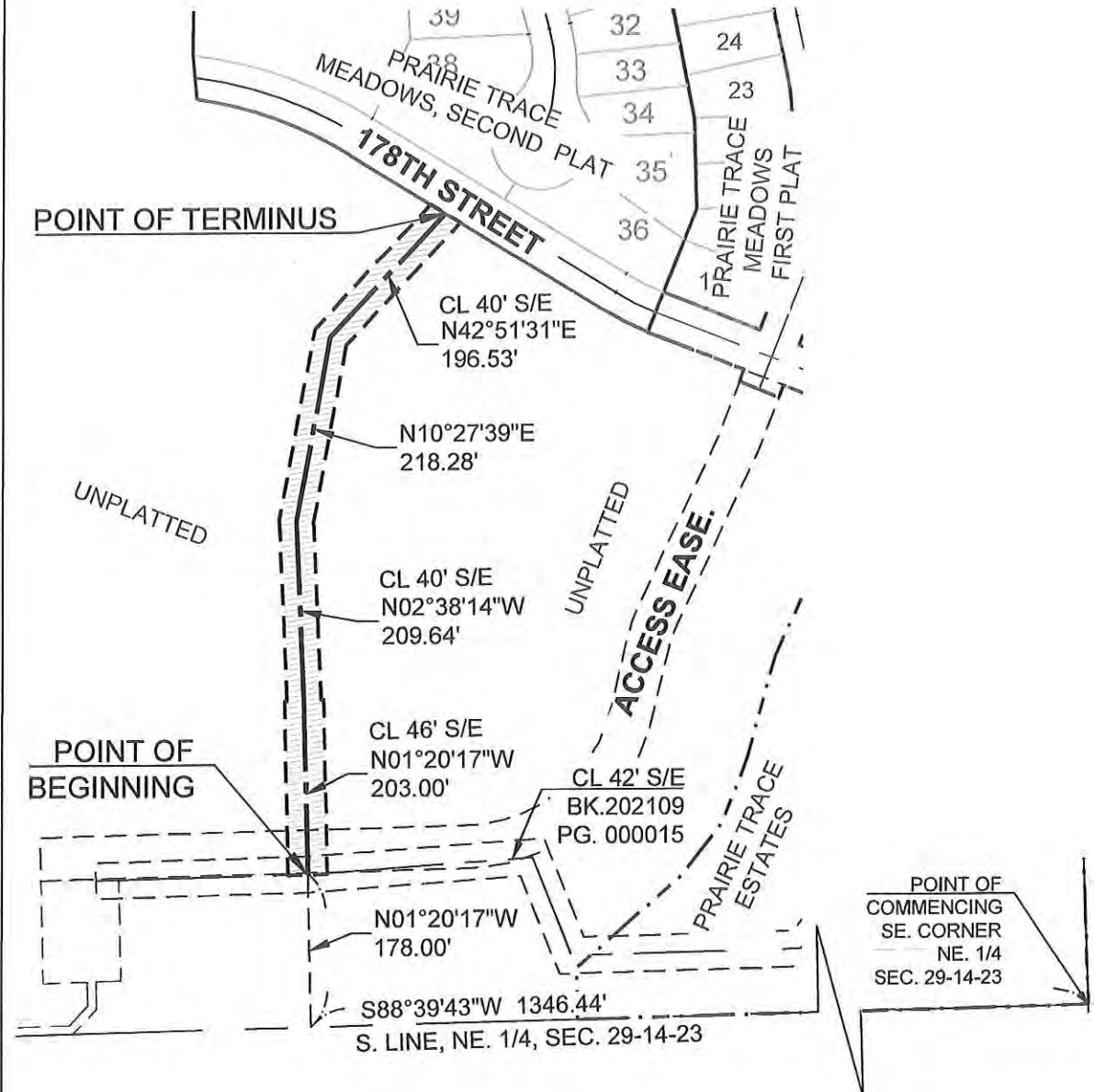
Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	05/06/2022
PROJECT NO:	20-226
SCALE:	
SHEET	1 OF 2

	SCHLAGEL
	ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS 14920 West 107th Street • Lenexa, Kansas 66215 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400 Kansas State Certificates of Authority #E-296 #I A-29 #LS-54

PERMENENT SANITARY EASEMENT

EXHIBIT "A"



DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	05/06/2022
PROJECT NO:	20-226
SCALE:	1" = 150'
SHEET	2 OF 2


SCHLAGEL
 ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 14920 West 107th Street • Lenexa, Kansas 66215
 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
 Kansas State Certificates of Authority
 #E-296 #LA-29 #LS-54

PERMENENT SANITARY EASEMENT

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting permanent sanitary sewer easement for the New Trails North development

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Electric Division

Staff Recommendation:

Staff recommends that City Council accept the permanent sanitary sewer easement for the New Trails North development project.

Background and Description of Item:

To facilitate the construction of a sanitary sewer line for the New Trails North development, this permanent sanitary sewer easement was required to provide a manhole in an unplatted area of a future phase of the development.

Financial Impact:

- None

Attachments:

- Easement documents

Suggested Motion:

Accept the permanent sanitary sewer easement for the New Trails North development.

Motor Control Center # 1 Front View



Motor Control Center #2 Front View



Motor Control Center # 1 Rear View



Motor Control Center # 2 Rear View



PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2022, by and between **GRATA DEVELOPMENT, LLC** of the post office of 6300 W 143rd Street, Suite 200, Overland Park, Kansas 66223, hereafter called Grantor, and the **CITY OF GARDNER, KANSAS**, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

**SECTION ONE
GRANT OF PERMANENT EASEMENT**

In consideration of One and No/100 Dollars (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including increased water runoff or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

**SEE EXHIBITS "A", "B", AND "C" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF**

**SECTION TWO
RESTRICTED USE BY GRANTOR**

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstructions on the above described easement area or interfere with the construction, maintenance of operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

- (1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.
- (2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.
- (3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR

**GRATA, LLC, which is the Manager of
GRATA DEVELOPMENT, LLC**



Travis Schram, Manager

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 6th day of June, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Travis Schram, Manager of Grata, LLC, which is the manager of Grata Development, LLC, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the above and foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Notary Public



My Appointment Expires: 2/23/2024

GRANTEE:

CITY OF GARDNER, KANSAS
A Municipal corporation

By: _____
Title: _____

ATTEST:

City Clerk

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the CITY OF GARDNER, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires: _____

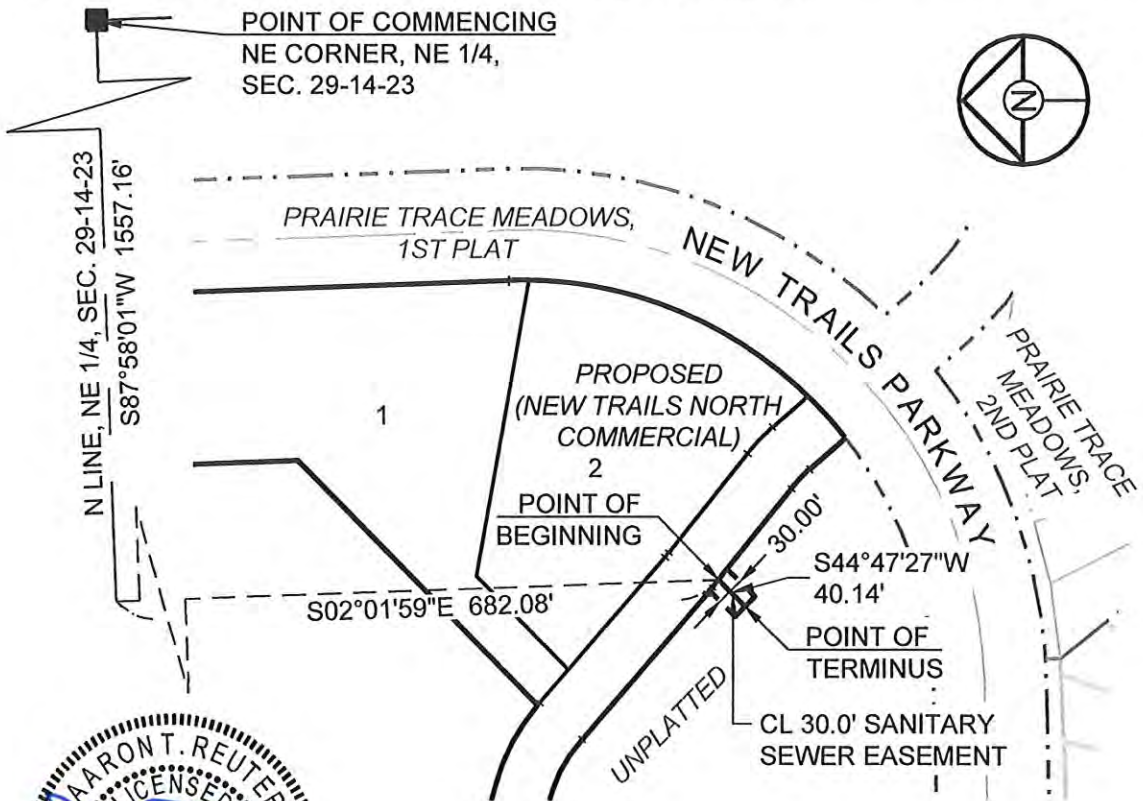
**EXHIBIT A
PERMANENT SANITARY SEWER EASEMENT**

DESCRIPTION:

A tract of land 30 feet in width lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, lying 15.00 feet on each side of the following described centerline:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 29; thence South 87 degrees 58 minutes 01 second West, along the North line of said Northeast One-Quarter, a distance of 1557.16 feet; thence South 02 degrees 01 minute 59 seconds East, a distance of 682.08 feet the Point of Beginning; thence South 44 degrees 47 minutes 27 seconds West, a distance of 40.14 feet to the Point of Terminus.

The outer boundaries of the described tract shall be lengthened or shortened as required, so as to begin on the South line of proposed New Trails North Commercial.



Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	MBH
CHECKED BY:	SCH
DATE:	02/07/2022
PROJECT NO:	21-148
SCALE:	1" = 200'
SHEET	1 OF 1

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

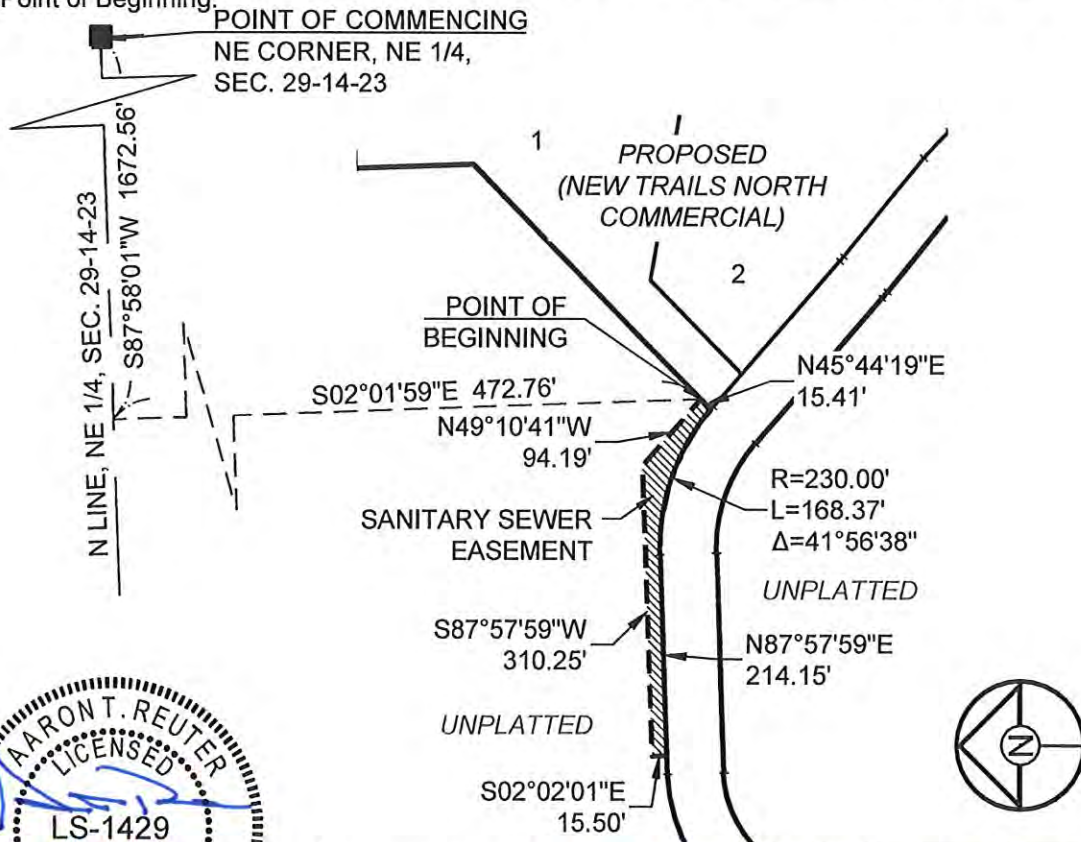
PERMANENT SANITARY SEWER EASEMENT

EXHIBIT B PERMANENT SANITARY SEWER EASEMENT

DESCRIPTION:

A tract of land lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 29; thence South 87 degrees 58 minutes 01 second West, along the North line of said Northeast One-Quarter, a distance of 1672.56 feet; thence South 02 degrees 01 minute 59 seconds East, a distance of 472.76 feet the Point of Beginning; thence North 49 degrees 10 minutes 41 seconds West, a distance of 94.19; thence South 87 degrees 57 minutes 59 seconds West, a distance of 310.25 feet; thence South 02 degrees 02 minutes 01 second East, a distance of 15.50 feet; thence North 87 degrees 57 minutes 59 seconds East, a distance of 214.15 feet to a point of curvature; thence along a curve to the right tangent to the previous course having a radius of 230.00 feet, a central angle of 41 degrees 56 minutes 38 seconds and an arc length of 168.37 feet; thence North 45 degrees 44 minutes 19 seconds East, a distance of 15.41 feet to the Point of Beginning.



Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	MBH
CHECKED BY:	SCH
DATE:	06-02-2022
PROJECT NO:	21-148
SCALE:	1" = 200'
SHEET	1 OF 1

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PERMANENT SANITARY SEWER EASEMENT

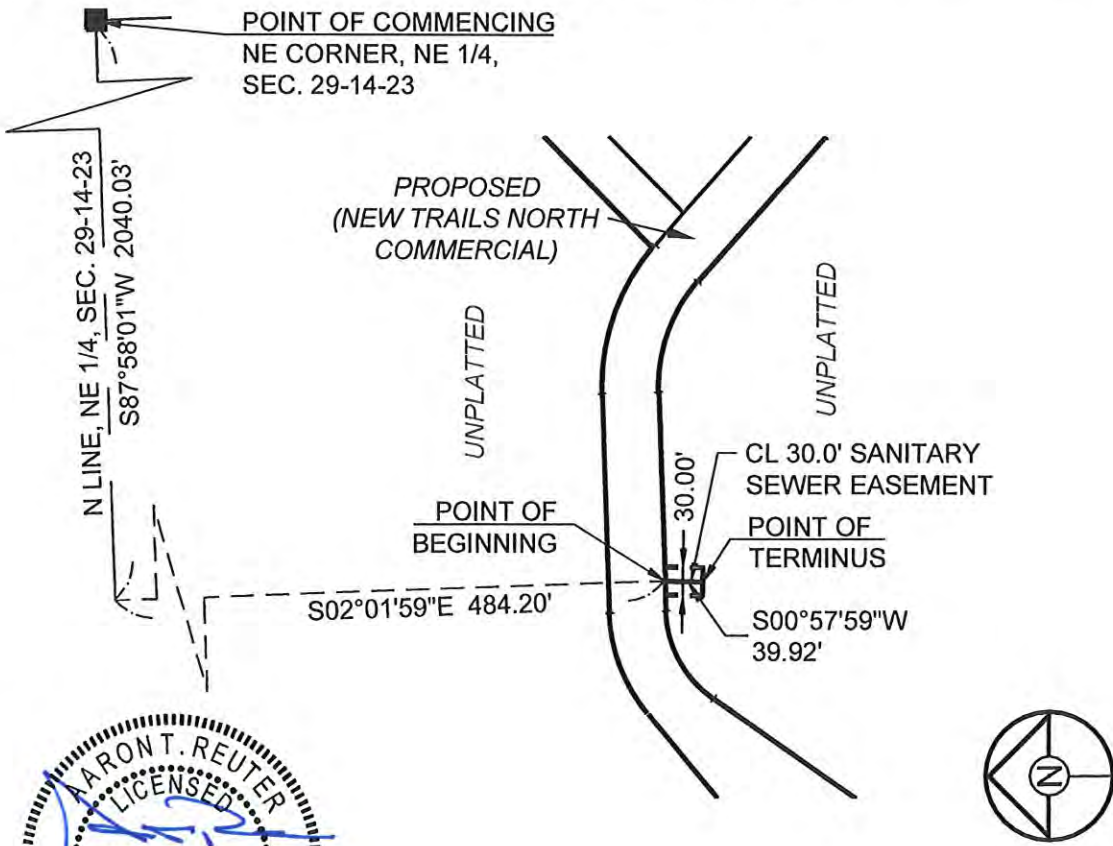
**EXHIBIT C
PERMANENT SANITARY SEWER EASEMENT**

DESCRIPTION:

A tract of land 30 feet in width lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, lying 15.00 feet on each side of the following described centerline:


Commencing at the Northeast corner of the Northeast One-Quarter of said Section 29; thence South 87 degrees 58 minutes 01 second West, along the North line of said Northeast One-Quarter, a distance of 2040.03 feet; thence South 02 degrees 01 minute 59 seconds East, a distance of 484.20 feet to the Point of Beginning; thence South 00 degrees 57 minutes 59 seconds East, a distance of 39.92 feet to the Point of Terminus.

The outer boundaries of the described tract shall be lengthened or shortened as required, so as to begin on the South line of proposed New Trails North Commercial.



Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	MBH
CHECKED BY:	SCH
DATE:	06-02-2022
PROJECT NO:	21-148
SCALE:	1" = 200'
SHEET	1 OF 1



SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PERMANENT SANITARY SEWER EASEMENT

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 5

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting permanent utility easement for the New Trails North development

Strategic Priority: Infrastructure and Asset Management

Department: Utilities

Staff Recommendation:

Staff recommends that City Council accept the permanent utility easement for the New Trails North development project.

Background/Description:

New Trails Circle is a private road without any right-of-way. In order to facilitate the installation of utilities for the New Trails North development, this utility easement was required to provide a corridor for utility installation.

Financial Impact:

None

Attachments Included:

- Easement documents

Suggested Motion:

Accept the permanent utility easement for the New Trails North development.

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that **Grata Development, LLC** (Grantor) herein, has granted and does hereby Grant to the **City of Gardner, Johnson County, Kansas**, (Grantee), a municipal corporation of the State of Kansas, its successors and assigns, forever a perpetual easement over, under and through the following described real estate for the purpose to enter upon, locate, construct and maintain, or authorize the location, construction or maintenance, and use of conduits, water, gas, sewer pipes, storm sewer pipes, poles, wires, surface drainage facilities, ducts, cables, etc. including the right to clean, repair, replace, and care for said facilities, together with the right of access to said easement and over said easement for said purposes, in consideration of the benefits to be derived from the construction and maintenance of a utility in the following described premises:

**SEE ATTACHED EXHIBIT "A"
BY REFERENCE BECOMES A PART HERETO**

THE DEED OF EASEMENT is executed and delivered and said easement hereby grants and dedicates to the Grantee a permanent easement for public use forever the herein described property to be used for public utility purposes, and full consideration therefore is acknowledged.

The Grantor hereby releases the Grantee, City of Gardner, Kansas, from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of said utilities, provided the Grantee shall, as soon as practicable, after construction of said utilities and all subsequent alterations and repairs thereto, restore all property of the Grantor to a neat and presentable condition; this covenant to run with the land.

The rights granted herein shall not be construed to interfere with or restrict the Grantor from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said utilities.

THIS EAEMENT shall apply to all interest now or hereafter acquired to the above described property.

DATED this 6th day of June, 2022

GRANTOR

Grata Development, LLC

Travis Schram
Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
)SS
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 6th day of June, 2022, before, me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Travis Schram, Manager Grata Development, LLC** duly formed under the provisions of the Kansas Limited Liability Company Act, who is personally known to me to be such Manager and who is personally known to me to be the same person who executed as such Manager the foregoing instrument on behalf of said company, and such person duly acknowledged the execution of same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My appointment expires: 2/23/2024



GRANTEE:

CITY OF GARDNER, KANSAS
A Municipal corporation

By: _____
Title: _____

ATTEST:

City Clerk

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ of the CITY OF GARDNER, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Appointment Expires: _____

**EXHIBIT A
PERMANENT UTILITY EASEMENT**

DESCRIPTION:

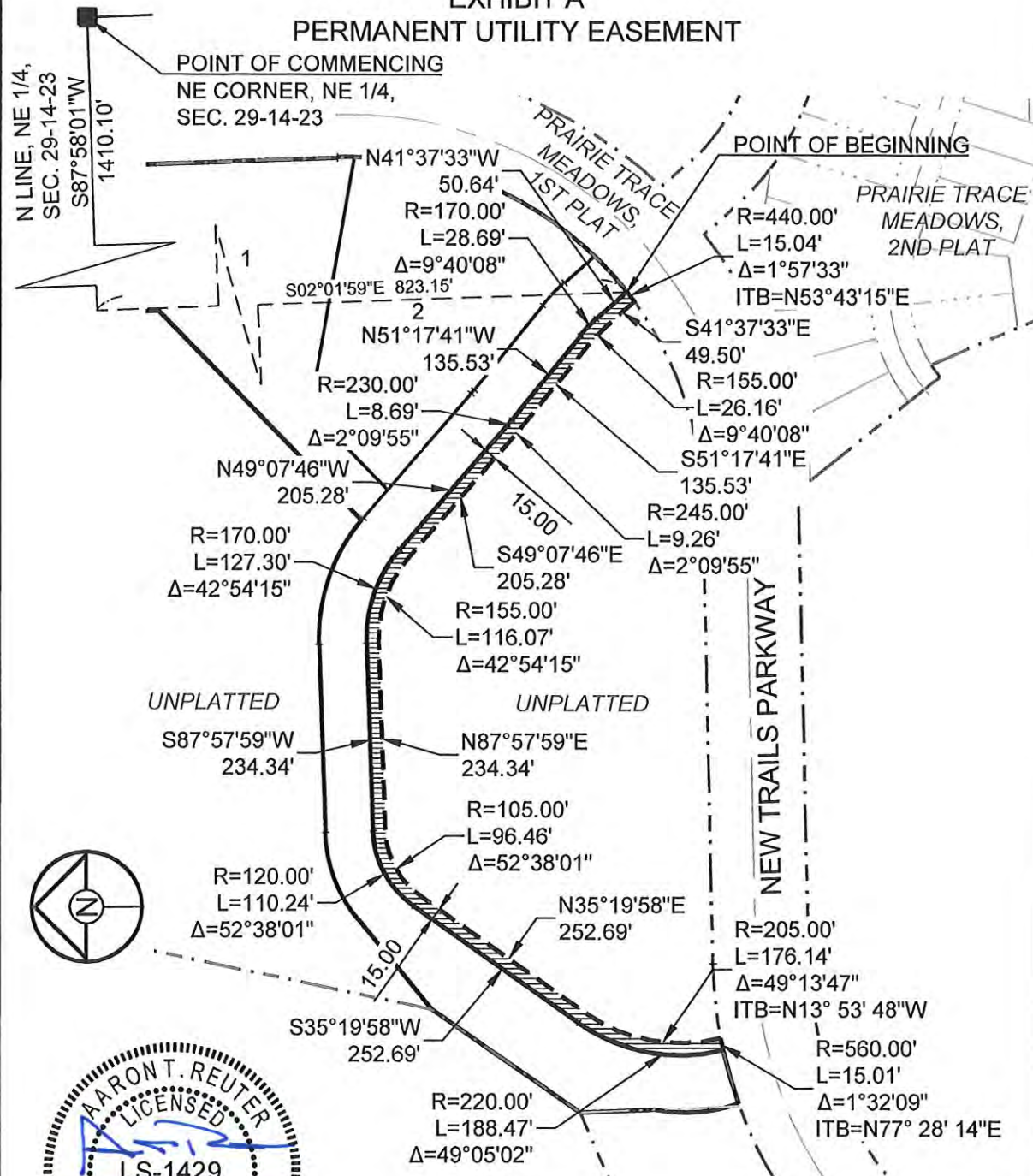
A tract of land 15 feet in width lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of the Northeast One-Quarter of said Section 29; thence South 87 degrees 58 minutes 01 second West, along the North line of said Northeast One-Quarter, a distance of 1410.10 feet; thence South 02 degrees 01 minute 59 seconds East, a distance of 823.15 feet to a point on the North right of way line of New Trails Parkway as now established and recorded on PRAIRIE TRACE MEADOWS, FIRST PLAT, a subdivision of land in the said City of Gardner, said point also being the Point of Beginning; thence North 41 degrees 37 minutes 33 seconds West, a distance of 50.64 feet to a point of curvature; thence Northwesterly along a curve to the left tangent to the previous course having a radius of 170.00 feet, a central angle of 09 degrees 40 minutes 08 seconds and an arc length of 28.69 feet; thence North 51 degrees 17 minutes 41 seconds West, a distance of 135.53 feet to a point of curvature; thence Northwesterly along a curve to the right tangent to the previous course having a radius of 230.00 feet, a central angle of 02 degrees 09 minutes 55 seconds and an arc length of 8.69 feet; thence North 49 degrees 07 minutes 46 seconds West, a distance of 205.28 feet to a point of curvature; thence Northwesterly along a curve to the left tangent to the previous course having a radius of 170.00 feet, a central angle of 42 degrees 54 minutes 15 seconds and an arc length of 127.30 feet; thence South 87 degrees 57 minutes 59 seconds West, a distance of 234.34 feet to a point of curvature; thence Southwesterly along a curve to the left tangent to the previous course having a radius of 120.00 feet, a central angle of 52 degrees 38 minutes 01 second and an arc length of 110.24 feet; thence South 35 degrees 19 minutes 58 seconds West, a distance of 252.69 feet to a point of curvature; thence Southerly along a curve to the left tangent to the previous course having a radius of 220.00 feet, a central angle of 49 degrees 05 minutes 02 seconds and an arc length of 188.47 feet to a point of curvature on the North right-of-way line of said New Trails Parkway; thence Northeasterly along a curve to the right having an initial tangent bearing of North 77 degrees 28 minutes 14 seconds East, a radius of 560.00 feet, a central angle of 01 degree 32 minutes 09 seconds and an arc length of 15.01 feet to a point of curvature; thence Northeasterly along a curve to the right having an initial tangent bearing of North 13 degrees 53 minutes 48 seconds West, a radius of 205.00 feet, a central angle of 49 degrees 13 minutes 47 seconds and an arc length of 176.14 feet; thence North 35 degrees 19 minutes 58 seconds East, a distance of 252.69 feet to a point of curvature; thence Northeasterly along a curve to the right tangent to the previous course, having a radius of 105.00 feet, a central angle of 52 degrees 38 minutes 01 second and an arc length of 96.46 feet; thence North 87 degrees 57 minutes 59 seconds East, a distance of 234.34 feet to a point of curvature; thence Southeasterly along a curve to the right tangent to the previous course having a radius of 155.00 feet, a central angle of 42 degrees 54 minutes 15 seconds and an arc length of 116.07 feet; thence South 49 degrees 07 minutes 46 seconds East, a distance of 205.28 feet to a point of curvature; thence Southeasterly along a curve to the left tangent to the previous course having a radius of 245.00 feet, a central angle of 02 degrees 09 minutes 55 seconds and an arc length of 9.26 feet; thence South 51 degrees 17 minutes 41 seconds East, a distance of 135.53 feet to a point of curvature; thence Southeasterly along a curve to the right tangent to the previous course having a radius of 155.00 feet, a central angle of 09 degrees 40 minutes 08 seconds and an arc length of 26.16 feet; thence South 41 degrees 37 minutes 33 seconds East, a distance of 49.50 feet to a point of curvature, said point being a point on the North right-of-way line of said New Trails Parkway; thence Northeasterly along a curve to the left having an initial tangent bearing of North 53 degrees 43 minutes 15 seconds East, a distance of 15.04 feet to the Point of Beginning.

DRAWN BY:	MBH
CHECKED BY:	SCH
DATE:	06-02-2022
PROJECT NO:	21-148
SCALE:	1" = 200'
SHEET	1 OF 2

	<h1 style="margin: 0;">SCHLAGEL</h1>
	<p style="margin: 0;">ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS <small>14920 West 107th Street • Lenexa, Kansas 66215 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400 Kansas State Certificates of Authority #E-296 #LA-29 #LS-54</small></p>
<p>PERMANENT UTILITY EASEMENT</p>	

**EXHIBIT A
PERMANENT UTILITY EASEMENT**



Aaron T. Reuter - Land Surveyor
KS# LS-1429

DRAWN BY:	MBH
CHECKED BY:	SCH
DATE:	06-02-2022
PROJECT NO:	21-148
SCALE:	1" = 200'
SHEET	2 OF 2

SCHLAGEL
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
14920 West 107th Street • Lenexa, Kansas 66215
www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
Kansas State Certificates of Authority
#E-296 #LA-29 #LS-54

PERMANENT UTILITY EASEMENT

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 6

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: GONZALO GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider accepting permanent sanitary sewer easement for the Willow Chase VI development

Strategic Priority: Infrastructure and Asset Management

Department: Utilities

Staff Recommendation:

Staff recommends that City Council accept the permanent sanitary sewer easement for the Willow Chase VI development project.

Background/Description:

To facilitate the construction and connection to an existing sanitary sewer line for the Willow Chase VI development, this permanent sanitary sewer easement was required.

Financial Impact:

None

Attachments Included:

- Easement documents

Suggested Motion:

Accept the permanent sanitary sewer easement for the Willow Chase VI development.

PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between **FIRST CHOICE PROPERTIES, INC.** of the post office of 704 S HEMLOCK STREET, GARDNER, KS 66030, hereafter called Grantor, and the CITY OF GARDNER, KANSAS, a Municipal Corporation, located in the County of Johnson, State of Kansas, hereafter called Grantee.

NOW, THEREFORE, for the consideration hereinafter described, the parties hereto agree as follows:

SECTION ONE GRANT OF PERMANENT EASEMENT

In consideration of One and No/100 Dollars (\$1.00) in hand paid and other valuable consideration, including just compensation paid for all property damage resulting from the public improvement and from those factors set forth in K.S.A. 26-513 and other factors arising from the public improvement to be made, including increased water runoff or drainage; loss of trees and landscaping; and erosion, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a permanent easement for sanitary sewer line(s) and other appurtenances in, over, on, under and through the following described land in the County of Johnson, State of Kansas (such land is referred to herein as the premises):

SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF

SECTION TWO RESTRICTED USE BY GRANTOR

Grantor shall not interfere with the exercise by Grantee of the rights granted herein. Grantor shall not construct or permit to be constructed any structure or obstructions on the above described easement area or interfere with the construction, maintenance of operation of sanitary sewer lines and appurtenances constructed pursuant to this instrument.

SECTION THREE
ADDITIONAL RIGHTS OF GRANTEE

- (1) Grantee shall have the right to install additional sanitary sewer line(s) or replace said line(s) with a larger line in the described easement at some future date and under the same conditions as the sanitary sewer line was installed, except no additional payment shall be made for the purchase of said right.
- (2) Grantee and its employees shall have free access to the sanitary sewer line, using such reasonable route as Grantor may designate or approve.
- (3) In the exercise of the rights granted under this Easement, Grantee shall have the further right to trim and clear away any interfering trees, rocks, shrubs, roots, limbs or surfacing material on the easement area now or in the future, whenever in Grantee's judgment, such items will interfere with access to the sanitary sewer line. All excavation shall be completely filled and sufficiently tamped to an appropriate elevation to prevent settling, with grass areas reseeded or cultivated established lawns resodded without the obligation of subsequent maintenance. All surplus soil, rock and debris shall be removed by Grantee within a reasonable time following the completion of any activity by Grantee unless otherwise agreed to by Grantor.

SECTION FOUR
WARRANTY OF TITLE

Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the easement granted herein.

SECTION FIVE
EFFECT OF AGREEMENT

This agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GRANTOR

FIRST CHOICE PROPERTIES, INC.



Print Name: Matt Mabe
Print Title: Partner

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this 6th day of June, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Matt Mabe, Partner of First Choice Properties, Inc., who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the above and foregoing instrument on behalf of said corporation, and such person duly acknowledged the execution of same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Michele D. Romano
Notary Public



My Appointment Expires: 11-22-2024

GRANTEE:

CITY OF GARDNER, KANSAS
A Municipal corporation

By: _____
Title: _____

ATTEST:

City Clerk

(SEAL)

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the CITY OF GARDNER, and _____, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

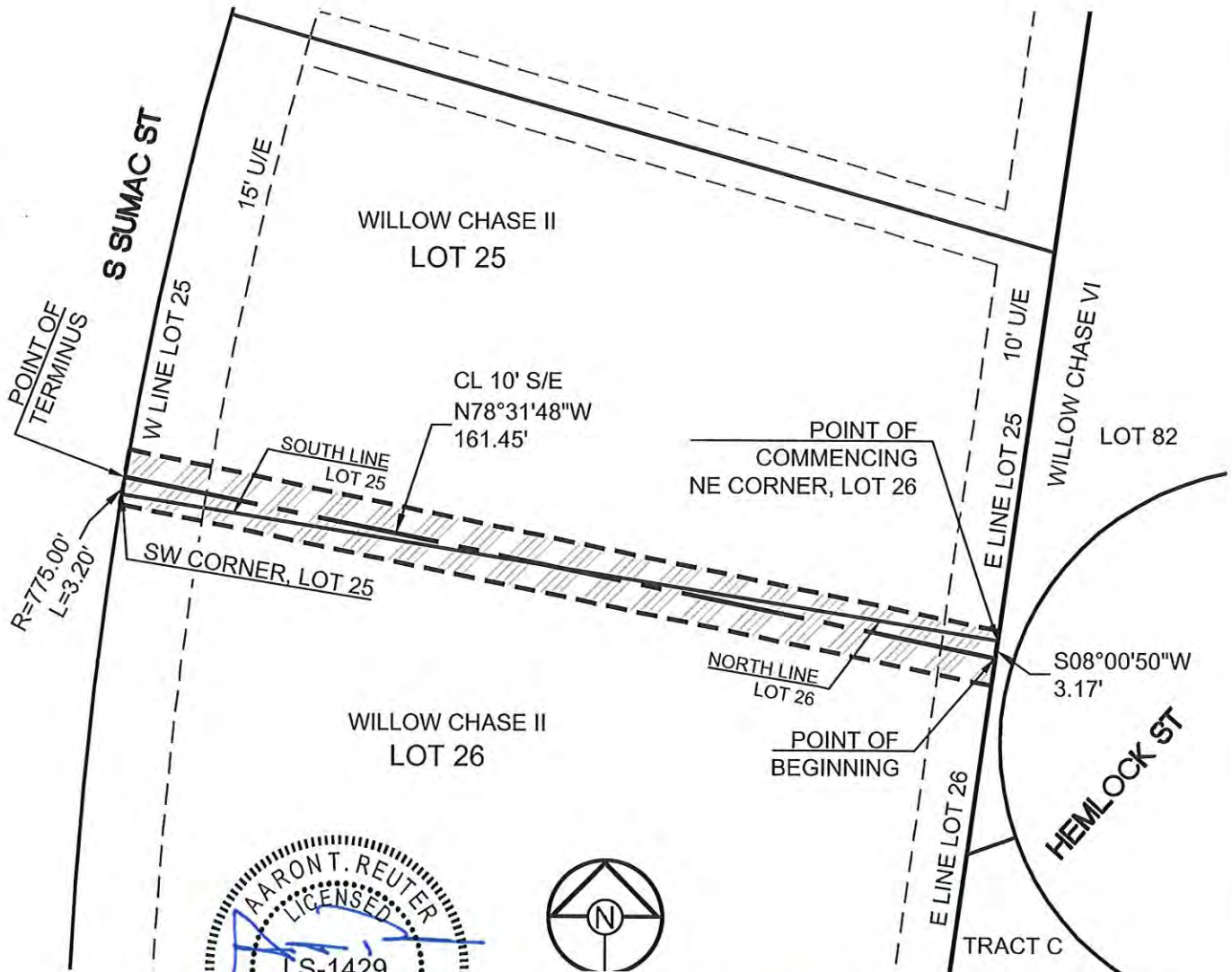
My Appointment Expires: _____

EXHIBIT A
PERMANENT SANITARY SEWER EASEMENT

DESCRIPTION:

A tract of land being 10 feet in width and being part of Lots 25 and 26, "WILLOW CHASE II", a subdivision in the City of Gardner, Johnson County, Kansas, the centerline being more particularly described as follows:

Commencing at the Northeast corner of said Lot 26; thence along the East line of said Lot 26, South 08 degrees 00 minutes 50 seconds West, a distance of 3.17 feet to the Point of Beginning; thence North 78 degrees 31 minutes 48 seconds West, a distance of 161.45 feet to the Point of Terminus on the West line of said Lot 25, said point being 3.20 feet along said West line, North of the Southwest corner of said Lot 25.



Aaron T. Reuter - Land Surveyor
 KS# LS-1429

DRAWN BY:	JWT
CHECKED BY:	SCH
DATE:	3/10/2022
PROJECT NO:	21-023
SCALE:	1" = 30'
SHEET	1

SCHLAGEL
 ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 14920 West 107th Street • Lenexa, Kansas 66215
 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400
 Kansas State Certificates of Authority
 #E-296 #LA-29 #LS-54
SANITARY SEWER EASEMENT

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 7

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Authorize the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party.

Background/Description of Item:

The City’s agreement with Kutak Rock LLP for bond counsel services has not been updated since January 21, 2020. Kutak Rock is requesting to update the fee schedule (Exhibit B). There are no proposed changes to the flat fees for issuing G.O. Debt or IRBs for 2024. Kutak Rock is requesting an adjustment to the hourly rates for governmental and non-governmental services. It is a rare occurrence that the City is billed for any governmental hours. The proposed rated adjustments would primarily affect the rates for hours billed to developers for a development projected under a funding agreement.

It is staff’s recommendation that the City enter into a new one-year contract with additional one-year renewal options with Kutak Rock. This approach would provide for continuation of bond counsel services during ongoing negotiations for proposed economic development projects and capital infrastructure investment.

The debt financing fees outlined in Exhibit B of the 2024 agreement are the same as the 2020 agreement. Increases in hourly rates are shown down below:

	<u>Governmental</u>	<u>Non-Governmental</u>
Joe Serrano	\$265 <u>320</u>	\$315 <u>370</u>
Kathy Peters	\$305 <u>320</u>	\$355 <u>370</u>
Tyler Ellsworth	\$240 <u>320</u>	\$290 <u>370</u>

Staff is comfortable with this 1-year agreement (with renewal options) for the reasons below:

- Although Mr. Ellsworth is the City’s primary contact, Kutak Rock provides a team approach to their services, ensuring continuity.

- Kutak Rock provides quality services, including providing an opinion of tax-exemption status, drafting development agreements, and assisting with debt issuance and compliance.
- Kutak Rock is well-versed in Kansas public finance law, having served as bond counsel for numerous cities, counties, school districts, public building commissions, and special districts through the state.
- Kutak Rock has in-depth knowledge of the City's finances and ongoing economic development projects.

Financial Impact:

- Varies with services requested and size and frequency of debt issuances

Attachments:

- 2024 Agreement

Suggested Motion:

Authorize the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party.

AGREEMENT FOR BOND COUNSEL SERVICES

This agreement ["Agreement"], dated as of February 5, 2024 ["Effective Date"] is by and between the City of Gardner, Kansas, [hereinafter "City"], and Kutak Rock LLP, [hereinafter referred to as "Kutak Rock LLP" or "Consultant"].

RECITALS

WHEREAS, Kutak Rock LLP represents that it is a duly qualified law firm, experienced in representation of government entities as bond counsel and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Kutak Rock LLP for bond counsel and related services for both the City of Gardner and the Public Building Commission (PBC);

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from February 5, 2024 to December 31, 2024 with additional, one-year options which shall renew annually unless terminated by either party or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Kutak Rock LLP.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Kutak Rock LLP fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Kutak Rock LLP written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Kutak Rock LLP, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Kutak Rock LLP the reasonable value of Services rendered by Kutak Rock LLP prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Kutak Rock LLP had the Agreement not been terminated or had Kutak Rock LLP completed the Services required by this Agreement. In this regard, Kutak Rock LLP shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Kutak Rock LLP. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Finance Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.
- 3.0 Scope of Services.
- 3.1 Kutak Rock LLP's Specified Services. The Scope of Services to be performed by Kutak Rock LLP under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Kutak Rock LLP shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person or personnel practicing in Kutak Rock LLP's profession. City has relied upon the professional ability and training of Kutak Rock LLP's personnel as a material inducement to enter into this Agreement. Kutak Rock LLP hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Kutak Rock LLP's work by City shall not operate as a waiver or release of liability. If City determines that any of Kutak Rock LLP's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Kutak Rock LLP to meet with City to review the quality of work and resolve matters of concern; (b) require Kutak Rock LLP to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.
- 3.3 Assigned Personnel.
- 3.3.1 Kutak Rock LLP shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Kutak Rock LLP to perform work hereunder, Kutak Rock LLP shall remove such person or persons immediately upon receiving written notice from City.

- 3.3.2 With respect to this Agreement, the Kutak Rock LLP shall employ the following key personnel: Joseph D. Serrano, Tyler Ellsworth, and Kathryn P. Peters.
- 3.3.3 In the event that any of Kutak Rock LLP's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Kutak Rock LLP's control, Kutak Rock LLP shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 Kutak Rock LLP shall designate Tyler Ellsworth as Principal Counsel. As principal for bond counsel services, this person shall be the primary contact with the Services Representative and shall have authority to bind Kutak Rock LLP. So long as the individual named above remains actively employed or retained by Kutak Rock LLP, he/she shall perform the function of principal for bond counsel services, unless otherwise agreed to in writing signed by both parties. Kutak Rock LLP will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Matt Wolff, Finance Director, as the Services Representative to represent the City in coordinating all bond counsel related services with Kutak Rock LLP, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Services cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Kutak Rock LLP pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.
- 5.2 Kutak Rock LLP shall bill City for all work performed. The bill submitted by Kutak Rock LLP shall itemize the work for which payment is requested. City agrees to pay Kutak Rock LLP within thirty (30) days of approval. Kutak Rock LLP agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to Finance Director Matt Wolff, 120 E. Main, Gardner, KS 66030 or by email at mwolff@gardnerkansas.gov.
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:

- 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
- 2) Claims of third parties against City or City's property;
- 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage to City or a third party to whom City is, or may be, liable

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, Kutak Rock LLP agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of Kutak Rock LLP. Kutak Rock LLP shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.

8.2 The City shall be a named insured on such policies but shall not be a named insured on the Professional Liability policy. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. Kutak Rock LLP shall provide timely notice to the City in the event of any cancellation of, material change in, or failure to renew of any relevant insurance policy.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

9.0 Conflict of Interest.

Kutak Rock LLP covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Kutak Rock LLP further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other

federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Kutak Rock LLP shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to provide services as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of Kutak Rock LLP shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of Kutak Rock LLP. Kutak Rock LLP and the City shall be responsible to their respective employees for all salary and benefits. Neither Kutak Rock LLP's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including

but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Kutak Rock LLP shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 Kutak Rock LLP shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if Kutak Rock LLP does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. Kutak Rock LLP shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Kutak Rock LLP for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve Kutak Rock LLP of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Kutak Rock LLP in connection with the performance of this Agreement are confidential until released by City to the public. Kutak Rock LLP shall not make any such documents or information available to any individual or organization not employed by Kutak Rock LLP or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Matt Wolff, Finance Director
City of Gardner
120 E. Main, Gardner, KS 66030

To Kutak Rock LLP: Tyler Ellsworth
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Kutak Rock LLP and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Kutak Rock LLP.

20.0 No Third Party Beneficiaries.

City and Kutak Rock LLP specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Kutak Rock LLP agree that disputes relative to bond counsel services should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Kutak Rock LLP shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Kutak Rock LLP has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Appendix A - Scope of Services, Appendix B - Fees, Appendix C - Kutak Rock LLP's Statement of Qualifications are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of February, 2024.

CITY OF GARDNER, KANSAS

KUTAK ROCK LLP

Jim Pruetting, City Administrator

Tyler Ellsworth, Principal Counsel

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A - SCOPE OF SERVICES

EXHIBIT B - FEES

Fee Schedules

EXHIBIT C - STATEMENT OF QUALIFICATIONS



REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES – BOND COUNSEL

Bond Counsel will be expected to perform the following professional services for the City and the PBC:

- Provide continuous and ongoing legal advice and counsel to the City concerning federal and state laws, rules and regulations related to various methods for financing both private or public improvements
- Provide, upon request, consultation and assistance to the City to train City staff and/or Governing Body in matters related to bond and municipal finance law
- Prepare and process and/or review and comment on all documents necessary or appropriate for the authorization, publication, issuance, sale and delivery of any bonds or other financing instruments
- Conduct and supervise all proceedings necessary or appropriate for the sale and issuance of bonds or other financing instruments, including the execution of documents and the closing of all sales
- Assist City staff, Financial Advisor, or other responsible persons with the preparation of any official statements, preliminary and final, private placement memorandum, or other form of offering statement relating to the issuance of any bonds or other financing instruments
- Obtain all approvals, rulings, permissions and exemptions which are necessary or appropriate for the issuance of any bonds or other financing instruments
- Render any legal opinions necessary or appropriate to ensure that any bonds or other financing instruments are exempt from federal income tax, if applicable; that the federal and state tax and securities laws are complied with; that any security agreements, indentures or other related contracts or documents are valid and enforceable; and that the financing instruments are lawful and eligible for investment, as necessary
- Prepare full and complete bond forms and transcripts as necessary and appropriate
- As needed, assist City staff and Financial Advisor in all communications and consultations with investment rating organizations and underwriter to best represent the interests of the City.
- Offer continuing legal advice, as needed, on issues related to the sale of bonds or other financing instruments, on any issues that arise post-sale, the trustee administration of obligations, and in particular, any actions necessary to ensure that interest will continue to be tax-exempt, if applicable
- Provide other such legal assistance and service as may reasonably be requested or required for the finance of public improvements or related to economic development activities
- Advise on the terms and structure of bonds
- Advise on proper use of bond proceeds and compliance with arbitrage requirements, including performing arbitrage calculations for the City
- Advise on or assist City staff with preparation of documents and material necessary to comply with all applicable "continuing disclosure" requirements for all transactions
- Prepare any required IRS filings
- Attend meetings of the Governing Body or City staff upon request of the City
- The City expects Bond Counsel to respond to routine questions by phone or email that do not require considerable research on a complimentary basis.
- Advise and represent the City in court or any administrative procedure on matters relating to compliance with Federal regulations or state rules as they may arise in context of bond issues

KUTAK ROCK LLP
FEE SCHEDULE
GENERAL OBLIGATION DEBT
February 5, 2024

1. Bond Counsel Fee.

<u>Principal Amount</u>	<u>Fee*</u>
Under \$2,000,000	\$7,500
\$2,000,000 to \$5,000,000	\$7,500 + \$1.33 per \$1,000 over \$2,000,000
\$5,000,000 to \$10,000,000	\$11,500 + \$0.75 per \$1,000 over \$5,000,000
\$10,000,000 to \$20,000,000	\$15,250 + \$0.60 per \$1,000 over \$10,000,000
Over \$20,000,000	\$21,250 + \$0.50 per \$1,000 over \$20,000,000

*Fee based upon aggregate principal amount of transaction, before resizing, without regard to separate series designations, if any.

The fee for temporary notes is \$3.50 per \$1,000 with a minimum fee of \$3,500 for taxable notes and a minimum fee of \$5,000 for tax-exempt notes.

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Counsel. If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$7,500 to \$10,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP

FEE SCHEDULE

**MUNICIPAL REVENUE BONDS
(utility revenue, sales tax and public building commission)**

February 5, 2024

1. Bond Counsel Fee.

<u>Principal Amount</u>	<u>Fee*</u>
Under \$2,000,000	\$7,500
\$2,000,000 to \$5,000,000	\$7,500 + \$1.33 per \$1,000 over \$2,000,000
\$5,000,000 to \$10,000,000	\$11,500 + \$0.75 per \$1,000 over \$5,000,000
\$10,000,000 to \$20,000,000	\$15,250 + \$0.60 per \$1,000 over \$10,000,000
Over \$20,000,000	\$21,250 + \$0.50 per \$1,000 over \$20,000,000

*Fee based upon aggregate principal amount of transaction, before resizing, without regard to separate series designations, if any.

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Counsel. If we are called upon to prepare portions of the Official Statement, an additional fee in the range of \$7,500 to \$10,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP
FEE SCHEDULE
MUNICIPAL EQUIPMENT LEASES
(Without COPs)
February 5, 2024

1. Special Counsel Fee.

<u>Principal Amount</u>	<u>Fee</u>
Under \$500,000	\$5,000
\$500,000 to \$1,000,000	\$5,000 + \$4.00 per \$1,000 over \$500,000
\$1,000,000 to \$5,000,000	\$7,000 + \$2.50 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$17,000 + \$1.50 per \$1,000 over \$5,000,000
Over \$10,000,000	\$24,500 + \$1.00 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Counsel. If we are called upon to prepare portions of any placement memorandum, an additional fee in the range of \$5,000 to \$7,500 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP
FEE SCHEDULE
MUNICIPAL FACILITIES LEASES
(for land, buildings, other improvements, all without COPs)
February 5, 2024

1. Special Counsel Fee.

<u>Principal Amount</u>	<u>Fee</u>
Under \$500,000	\$5,000
\$500,000 to \$1,000,000	\$5,000 + \$4.00 per \$1,000 over \$500,000
\$1,000,000 to \$5,000,000	\$7,000 + \$2.50 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$17,000 + \$1.50 per \$1,000 over \$5,000,000
Over \$10,000,000	\$24,500 + \$1.00 per \$1,000 over \$10,000,000

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Counsel. If we are called upon to prepare portions of the private placement memorandum, an additional fee in the range of \$7,500 to \$10,000 will be charged.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP

FEE SCHEDULE

SPECIAL OBLIGATION BONDS, IRBS AND OTHER FINANCINGS

501(c)(3)s, IRBs, 63-20s, TIF Bonds, CID Bonds, STAR Bonds and COPs

February 5, 2024

1. Bond Counsel Fee.

<u>Principal Amount</u>	<u>Fee*</u>
Under \$1,000,000	\$18,000
\$1,000,000 to \$5,000,000	\$18,000 + \$2.50 per \$1,000 over \$1,000,000
\$5,000,000 to \$10,000,000	\$28,000 + \$2.00 per \$1,000 over \$5,000,000
\$10,000,000 to \$50,000,000	\$38,000 + \$1.00 per \$1,000 over \$10,000,000
Over \$50,000,000	\$78,000 + \$.75 per \$1,000 over \$50,000,000

*Plus 20% for federally tax-exempt issues (most IRBs do not include federally tax-exempt bonds, though some small issue manufacturing facilities qualify for both state IRB tax incentives and federal tax exemption). Fee calculated upon principal amount for each separate series of bonds, before any resizing.

It is anticipated that the above schedule will be followed in most instances, but variations either upward or downward may be appropriate depending on the nature and complexity of the financing and other matters.

2. Disclosure Counsel Fee. Our fee for serving as disclosure counsel generally will be 2/3 of the bond counsel fee on the above schedule.

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP

FEE SCHEDULE

HOURLY RATES

Routine Questions and Hourly Rates

February 5, 2024

1. Routine Questions.

We will respond to routine questions by phone or email that do not require considerable research on a complimentary basis.

2. Hourly Rates.

For matters requiring considerable research or time, and which are unrelated to a specific financing, our fees will be billed on an hourly basis at the governmental rates set forth below. When such assistance is requested, we will communicate with City staff regarding the anticipated time and fees such assistance may require.

For most economic development matters, and unless otherwise agreed, we anticipate that our time will be billed on an hourly basis at the non-governmental rates set forth below and will be payable pursuant to funding agreements entered into between the City and each developer seeking incentives.

	<u>Governmental</u>	<u>Non-Governmental</u>
Joe Serrano	\$320	\$370
Kathy Peters	\$320	\$370
Tyler Ellsworth	\$320	\$370

3. Out-of-Pocket Expenses. In addition to the fees set forth above, we will request reimbursement for out-of-pocket expenses incurred in connection with each transaction, such as travel expenses, postage, photocopying, long-distance telephone calls, secretarial overtime and similar items.

* * *

KUTAK ROCK LLP

FEE SCHEDULE

ARBITRAGE REBATE AND CONTINUING DISCLOSURE

Fees for Arbitrage Rebate Calculations and Continuing Disclosure Filings

February 5, 2024

1. Arbitrage Rebate.

In conjunction with the City's calendaring of critical dates for the payment of arbitrage rebate, we will perform rebate calculations upon request for a flat fee of \$1,500 per calculation.

2. Continuing Disclosure.

In conjunction with the City's calendaring of critical dates for the filing of annual financial and operating data, we will prepare and update the City's annual financial and operating data upon request for a flat fee of \$1,500 per filing, including posting the filing to the MSRB's EMMA website and providing confirmation of filing.

We will prepare event notice filings upon request, or as mutually agreed upon in the case of ratings changes or other events that come to our attention from time to time, for a flat fee of \$400 per filing, including posting the filing to the MSRB's EMMA website and providing confirmation of filing.

* * *

1. DESCRIPTION OF THE FIRM'S PUBLIC FINANCE PRACTICE

FIRM BACKGROUND

Kutak Rock LLP is a national firm of more than 550 lawyers with locations in 19 cities. The firm serves local, regional and national clients in a multidisciplinary practice. We encourage our attorneys to take advantage of the national resources and broad range of expertise the firm offers in order to provide the best legal services possible to our clients.

Kutak Rock has earned a reputation across the United States and abroad for providing excellent legal services in a practical, cost-conscious manner. The firm maintains that reputation by fostering an atmosphere in which firm lawyers actively communicate with their clients at the initial stages of each engagement to gain a complete and clear understanding of desired objectives. Attorneys use their broad experience to help clients achieve those objectives in an economical and timely fashion.

The firm maintains expertise in the areas of public finance, general corporate law, corporate finance, real estate, litigation, intellectual property and technology law, labor and employment law, employee benefits law, securitization, tax, tax credits, banking, bankruptcy, health care law, insurance, antitrust, environmental law, federal practice, international trade and government relations. The attorneys of Kutak Rock work together in integrated, national practice groups to maintain and enhance their technical expertise and to reinforce and support one another in achieving client objectives.

PUBLIC FINANCE PRACTICE GROUP

More than 130 Kutak Rock lawyers devote all or a major portion of their practice to the field of public finance and related aspects of law. The firm has served as bond counsel in more than 20,000 municipal bond issues in all 50 states, the District of Columbia, the Virgin Islands, Guam and Puerto Rico. No opinion of the firm with respect to the tax-exempt status of a bond issue has ever been the subject of any court action.

The firm's national prominence is attributable in part to the large number of subspecialties it maintains within the public finance field. These subspecialties run the gamut of tax-backed and revenue bond debt, including traditional general obligation bond issues, tax and revenue anticipation notes, municipal commercial paper, infrastructure financings (including water, sewer and electric bonds), clean water and drinking water revolving funds, higher education, health care and other 501(c)(3) conduit financings, special district and tax increment bonds, arena and convention center bonds, solid waste project financings, transportation financings (including airport, mass transit, port and toll road bonds), lease financings (including certificates of participation), single-family and multifamily housing bonds, student loan financings and a wide variety of municipal derivative products.

To complement this expertise, Kutak Rock has a 10-member Section 103 Tax Department (including a former IRS official) specializing in federal tax exemption matters and a number of nationally recognized authorities in the application of the federal securities laws to public finance. The Tax Department attorneys meet weekly via conference call to discuss current tax issues and developments as well as to share information obtained from regular interactions with Department of Treasury and IRS personnel. These tax attorneys also regularly handle IRS bond audits—over 300 to date.

Kutak Rock attorneys also take pride in their willingness to work with our clients to develop new and inventive approaches to satisfy the needs of our clients. Rather than only being able to replicate what other firms have done before, the firm has gained a reputation for undertaking sophisticated transactions that involve the application of creative approaches to difficult financing problems. In the past 30 years the firm

has provided legal services in many financings that *Institutional Investor* magazine and *The Bond Buyer* have recognized as public finance “Deals of the Year.” Most recently, the firm served as bond and underwriter’s counsel for the 2020 P3 Financings of the Year. Kutak Rock also served as bond counsel for the “ESG/Green Financing” of 2018-19, a large “green bond” financing of the Los Angeles County Metropolitan Transportation Authority.

LEADERS IN BOND COUNSEL

Kutak Rock has been listed among the most active bond counsel firms in the nation in annual industry rankings since such statistics were first made available. Following are national rankings for the firm for recent years as compiled by Refinitiv (formerly Thomson Reuters), the statistician for the public finance industry (rankings based on dollar total):

National Bond Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
2023	3	386	\$19.89 billion
2022	2	406	\$19.19 billion
2021	2	523	\$25.43 billion
2020	5	499	\$17.24 billion
2019	3	485	\$19.42 billion

Issuers for which the firm has served as bond counsel include traditional political bodies such as states, counties, cities and school districts, as well as numerous special-purpose financing authorities such as public power districts, institutions of higher education, state housing finance agencies and student loan agencies.

UNDERWRITER’S COUNSEL EXPERIENCE

Kutak Rock has acted as underwriter’s counsel for every major national and most regional investment banking firms. With respect to the variety and quantity of financings, in recent years the firm’s experience in the role of underwriter’s counsel has been unmatched by any law firm. In fact, statistics compiled by Refinitiv show that for the period 1992 through 2023 (cumulatively over the term) *Kutak Rock served as underwriter’s counsel in a larger number of public finance issues than any other firm in the country.* Following are Refinitiv’s national rankings (based on dollar total) for Kutak Rock as underwriter’s counsel for recent years:

National Underwriter’s Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
2023	6	180	12.4 billion
2022	7	215	\$9.27 billion
2021	5	300	\$14.21 billion
2020	5	293	\$14.28 billion
2019	5	272	\$11.73 billion

EXPERT TAX GUIDANCE

An excellent indicator of the firm’s tax expertise is the number and quality of the bond structures developed by the firm’s tax lawyers. Kutak Rock developed the current floating rate tender bond program, convinced the IRS that a swap contract should be integrated with a floating rate bond issue with a resulting fixed “yield,” developed a contingent interest structure in which the contractor for a major toll road received contingent interest, and developed numerous refunding techniques replicated by many bond counsel firms.

Members of the Public Finance Tax Department frequently address client questions with regard to private use of bond-financed facilities. The depth and breadth of the group's experience is an important resource for clients who face unpredictable challenges in attempting to make the best use possible of their facilities within the bounds of applicable tax law. The firm's tax lawyers have obtained a number of positive rulings from the IRS on private use matters. Following are the rankings for Kutak Rock (based on dollar total):

National Special Tax Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
2023	8	8	\$242 million
2022	6	3	\$389 million
2021	14	2	\$79 million
2020	9	8	\$166 million
2019	8	16	\$328 million

NATIONALLY RENOWNED DISCLOSURE COUNSEL

The firm's public finance attorneys have also developed an extraordinary expertise in analyzing the SEC's initiatives, such as the MCDC Initiative, the municipal advisor rules and Rules 15Ga-1 and 15Ga-2, the conduct of due diligence investigations, the evaluation of information for materiality, the preparation of disclosure documents and the development of disclosure policies and procedures as highly recommended (and effectively required) by the SEC. Following are the firm's national disclosure counsel rankings (based on dollar total) for recent years as compiled by Refinitiv:

National Disclosure Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
2023	5	91	\$6.305 billion
2022	5	105	\$9.09 billion
2021	4	140	\$11.02 billion
2020	8	140	\$5.05 billion
2019	7	148	\$5.41 billion

PRACTICES SUPPORTING NATIONAL PUBLIC FINANCE

In addition to its highly active National Public Finance Department, the firm has a strong contingent of lawyers who work in real estate, bankruptcy, banking, securities laws, litigation and other areas. These practitioners are available to serve public finance clients of the firm as circumstances require from time to time.

- Arbitrage Matters.** In order to assist issuers to comply with arbitrage rebate requirements, Kutak Rock and its affiliate, Kutak Rock Arbitrage Consulting LLC, have assembled a team of tax attorneys, accountants, financial analysts and other professionals to prepare rebate calculations and deliver opinions. From a mechanical standpoint, Kutak Rock Arbitrage Consulting LLC's rebate determination involves a demanding accounting process. From monthly statements provided by the trustee or issuer, the firm will establish the consolidated investment activity for a particular tax-exempt issue. This process requires a complete understanding of the financial aspects of the transaction and comprehensive review of the underlying legal documents. The process may be reviewed by bond counsel or special tax counsel other than Kutak Rock. Any underpayment of arbitrage rebate adversely impacts not only the taxability of the issuer's bonds but also the issuer's future cash flow. The federal

government has revised the rebate rules no fewer than five times since 1986. Taking advantage of benefits permitted by arcane rules in such calculations can often save issuers hundreds of thousands of dollars.

Our arbitrage rebate professionals regularly review rebate calculations performed by others on behalf of our issuer clients, often resulting in significant reductions in the rebate obligations calculated by such other professionals.

This group also has the capacity to perform standard yield calculations and is often called upon to do so in complex transactions such as advance refundings, where complex transferred-proceeds algorithms are dictated by the federal tax laws.

- **Audits.** Kutak Rock has extensive experience in compliance with tax, disclosure and document matters. The firm is regularly retained to represent issuers—and other parties—in tax audits, including bond audits. A Kutak Rock partner in the Washington, D.C. office was formerly an IRS enforcement agent, and the firm regularly calls on his expertise in IRS procedural matters to resolve issues on a quick procedural basis to avoid time-consuming (and costly) resolutions on the merits.
- **Bankruptcy.** The firm has a national bankruptcy practice—both bankruptcy opinions and bankruptcy litigation. In the public finance and corporate practice areas, Kutak Rock has extensive experience representing various parties on bankruptcy and UCC-related matters in complex national and international bond and project financings, securitizations, asset-backed financings, transactions involving bankruptcy-remote entities and similar financings. In connection with this work, the firm’s representation includes the resolution of structuring issues to avoid or isolate certain bankruptcy-related risks and an analysis of security interests and security arrangements. Kutak Rock’s bankruptcy group has represented clients in the structuring, negotiation, closing and post-closing review and surveillance of virtually every type of transaction. The firm also delivers and negotiates bankruptcy opinions regarding nonconsolidation, true sale and preferences, legal opinions on the perfection of security interests under the UCC and other issues important to corporate and public finance transactions. Our bankruptcy group regularly works with, and delivers legal opinions to, rating agencies on bankruptcy and UCC issues as part of our national and international bond and securitization practice.
- **Blue Sky.** An important adjunct to the public finance practice is the firm’s national Blue Sky Department. Blue Sky regulations exist in each of the 50 states, and compliance with these widely varying laws is an essential component to virtually every transaction involving the registration, offering and sale of securities. Although preempted by federal legislation in many instances, in some cases notice filings and payment of filing fees may still be required by certain states, depending on the type of security being issued.
- **Economic Development.** The firm has extensive experience with economic development financing and has represented numerous Kansas municipalities in tailoring incentive packages and negotiating development agreements. This experience includes serving as bond counsel for the issuance of industrial revenue bonds (IRBs) and other special obligation bond issues as well as preparing the proceedings for tax increment financing (TIF), community improvement districts (CIDs), and reinvestment housing incentive districts (RHIDs) under Kansas law.

- **Legislative Monitoring.** The firm maintains a legislative monitoring group which provides clients of the firm and firm lawyers with current, accurate information not available from other sources regarding federal legislative and regulatory actions, with a particular emphasis on information related to changes in the tax law. The group, whose members are resident in Washington, D.C., keep state and local governmental clients apprised of developments that affect their financing and other programs, as well as their general operations, through frequent contacts, including mailings of circulars and the distribution of memoranda. Such written communications vary in length from short circulars (to advise clients quickly of federal legislative, including tax-related, developments) to longer, in-depth pieces that provide guidance regarding substantive changes in laws affecting housing finance agencies or new programs. In the recent past, we have circulated most of our advisory pieces via email.
- **Municipal Utility Law.** Our public finance attorneys routinely represent cities owning and operating various types of municipal utilities, and we are familiar with many aspects of their operations, including project finance and the intricacies of rate-setting ordinances.
- **Real Estate.** Kutak Rock also draws on its expertise in related areas of finance when acting as bond counsel. For instance, the firm's national real estate practice has more than 65 lawyers actively engaged in the practice of commercial real estate lending, real estate and related aspects of bankruptcy and commercial law. Attorneys practicing in these areas provide service for a full spectrum of commercial activities in all 50 states. Clients of this practice area represent all segments of the real estate lending and development industry, including banks, insurance companies, pension funds, credit enhancers, construction contractors, developers, financial institutions, investors, investment advisors, investment bankers, lenders, lessors and lessees, mortgage conduits, property managers, publicly owned real estate funds and real estate investment trusts (REITs). This extensive experience can be most useful when our clients are developing new multifamily housing programs or need to address real estate issues that arise from time to time.
- **SEC Regulatory Practice.** In the disclosure/SEC area the firm has an extensive technical and litigation practice. On the technical side, the firm regularly deals with questions involving disclosure and SEC-related matters; in fact, over the last 20 years the firm has acted as underwriter's counsel on more municipal bond financings than any other law firm in the country. Moreover, the firm has an active SEC underwriter/issuer litigation defense practice, headed by attorneys who previously worked for the SEC. As part of its proactive practice, the firm also prepared and distributed to its municipal issuer clients a summary of the SEC's position and several suggested simple procedures an issuer can implement to address the SEC's concerns.
- **Securities Laws.** The firm is nationally recognized for its experience in bond-related federal securities laws, as well as federal and state tax laws. In the last 35 years the firm has been in the forefront of determining the interplay between federal securities laws—particularly the registration provisions thereof and the new Rule 15c2-12 matters—and municipal bonds. For example, the firm obtained the initial SEC no-action letters on municipal bond insurance, on municipal bond participations, on market rate (80-20) multifamily financings and on FDIC/FSLIC-backed multifamily bonds. The firm was also intimately involved in the rule-making process for Rule 15c2-12 and has advised numerous clients on its application.

- **Securitization.** The firm's vast experience in both the municipal bond and taxable securitization areas gives it a unique perspective on the national bond and structured finance/securitization markets. This is underscored by the firm's extensive practice of working with underwriters, particularly on new products. For example, the firm was counsel on the first floating rate bonds, the first floaters/inverse floaters and the first floaters issued without a liquidity provider.

KANSAS PUBLIC FINANCE EXPERIENCE

As an institution, Kutak Rock has been serving as bond counsel in Kansas municipal finance transactions since 1976. In the past 10 years alone, the firm has provided legal services in more than 375 public finance issues aggregating nearly \$7.1 billion in principal amount in the State of Kansas. Of those transactions, the firm served as bond counsel for more than 320 issues aggregating over \$3.8 billion in principal amount.

The history of service that the firm's Kansas City office has provided to the City of Gardner has been a significant part of our Kansas public finance practice. In particular,

- Served as bond counsel to the City from 2004 through 2023.
- Assisted with nearly 60 financings with an aggregate principal amount in excess of \$439.1 million.
- Tyler Ellsworth, the proposed primary contact, has served as bond counsel or special tax counsel on approximately 25 financings for the City, including economic development financings, since 2015.

The firm has also served as counsel to numerous entities similar to the City, many of them in close proximity to Gardner. For example, the firm has served as the City of Lenexa's bond counsel since 2003 and, consequently, is intimately familiar with the City's financing history as well as the laws governing Kansas bond activity. During the ensuing years, the firm has worked to address a number of unique, complex and challenging issues it has faced. Some examples are as follows:

- **General Obligation Financing on Internal Streets.** Kansas statutes provide authority to issue general obligation bonds to finance main trafficways and trafficway connections and, if special assessments will be levied against benefited property, to finance internal streets, but do not include authority to issue general obligation bonds for internal streets without special assessments. In response to an inquiry by a municipal client regarding authority to issue general obligation bonds to finance internal streets for a development project, we were able to complete the research necessary to find an existing statute relating to street improvements that is applicable to first-class cities and that could be chartered out of by the city to create home rule charter authority to issue general obligation bonds to finance internal streets.
- **Substitute Improvement Provisions.** For several years a municipal client issued more than \$5 million in tax-exempt debt and was subject to rebate requirements under the Internal Revenue Code. Investment earnings over the yield of the obligations generally had to be returned to the federal government. The time and expense in calculating rebate was burdensome for the city, its staff and outside consultants. To minimize the likelihood that rebate would need to be required, we developed, with approval from the Kansas Attorney

General's office, a provision for the city to include in its bond and note documents which permits the city to "substitute" one project for another under certain circumstances. This provision allowed the city to spend the bond or note proceeds fast enough to qualify for certain "spend down" exceptions under the rebate provisions of the Code. Our client was the first city to add this flexibility to its bond documents, but a number of cities have now adopted this structure.

- **Capital Appreciation Revenue Bonds.** When the Johnson County Park and Recreation District needed to build a golf course, they needed to structure a bond issue that required no payments until after the course was built and then had payments that gradually increased as use of the course was expected to increase. The solution we developed for the district was to issue capital appreciation bonds. These are bonds that are similar to "zero coupon" bonds, which pay interest only at the maturity of each bond and then only on that bond. The structure has worked well for the district to allow it to match bond payments with revenue from the golf course.

The above list represents only a small portion of the innovative types of solutions we have developed with clients to solve their particular needs.

Tyler Ellsworth, Kathryn P. Peters, Joseph D. Serrano and Matthias M. Edrich, lawyers proposed to staff the City's bond counsel work, have served as bond counsel for numerous Kansas public entities. Their experience includes representation of Kansas cities, counties, school districts, water districts, fire districts, library districts and other entities, including the State of Kansas and various state agencies, in connection with general obligation bonds and notes, utility revenue bonds, tax increment bonds, community improvement district bonds, transportation development district bonds, sales tax revenue bonds, lease purchase and certificate of participation issues, multifamily housing revenue bonds, 501(c)(3) revenue bonds, small-issue manufacturing revenue bonds, taxable industrial revenue bonds and a variety of other types of municipal obligations. Additional attorneys with Kutak Rock who have significant Kansas bond experience are also available if needed for any reason.

Attorneys with Kutak Rock currently serve as bond counsel to an extensive list of Kansas issuers that includes the City of Gardner, as well as the cities of Lenexa, Overland Park, Shawnee, Hutchinson, Merriam, Ottawa, Bonner Springs, Spring Hill, Edwardsville, the Johnson County Park and Recreation District and many others. These representations allow us to draw on a broad base of Kansas public finance experience to better serve each client.

Because of the firm's extensive national practice, we are also able to "tap into" resources at the national level to help solve local issues and concerns. Our public finance attorneys regularly participate in conference calls with bond attorneys throughout the country to discuss financing ideas and structures being developed in other states, as well as federal tax and disclosure issues that affect bond transactions. This type of exposure to new and successful financing ideas benefits all of the firm's bond issuer clients. The team of firm attorneys who are proposed to work with the City have the distinct advantage of ready access to our national network of over 130 public finance lawyers in offices across the country. This sizable group of bond lawyers—one of the largest of all national firms—is coordinated on a national level to ensure that the firm's high professional standards are maintained and to make special expertise available to the entire firm. ***The ability of each public finance attorney to consult colleagues in other offices by e-mail or telephone and receive quick answers to esoteric questions is a major asset of Kutak Rock's public finance practice.***

Attorneys with the firm have also represented Kansas jurisdictions in drafting and testifying on legislation related to public finance matters. Specifically, we have represented Kansas cities and counties on (a) revisions to the general obligation public sale requirements, (b) numerous revisions to the Kansas Tax Increment Financing Act, (c) major revisions to the Kansas Transportation Development District Act, (d) revisions to the Kansas Community Improvement District Act, (e) modifications to the county statutory debt limit law to significantly increase the debt limit for one county, (f) modifications to the election requirements for a special taxing district to reduce election costs and facilitate the election process, (g) special legislation for one city to validate bonds issued pursuant to an election which contained flawed election proceedings and (h) various other legislative matters.

We do call to your attention that Kutak Rock regularly represents banks and investment banking firms which might purchase the City's bonds or act as a bond trustee. Should the City appoint the firm as bond counsel, we commit to the City not to represent any party other than the City in the City's bond financings. We also note that, unlike many public finance attorneys, the public finance attorneys in the Kansas City office of Kutak Rock concentrate their practice in the representation of public entities, rather than underwriters, trustees or other parties to bond transactions.

2. EXPERTISE IN ECONOMIC DEVELOPMENT

Having served as bond counsel to numerous Kansas entities, several of which are neighboring or located within 30 miles of the City, Kutak Rock is thoroughly familiar with the economic climate in the region. The firm has served as bond counsel to the City of Lenexa since 2003, to the City of Merriam since 2003, to the City of Overland Park since 2005, to the City of Shawnee since 2005 and to the City of Spring Hill since 2004. Mr. Ellsworth, Ms. Peters and Mr. Serrano all regularly serve as bond counsel to these municipalities. We believe the firm's long-term representation of these municipalities speaks for itself with respect to the issue of familiarity with the economic climate.

The attorneys proposed to staff the City's bond counsel work have extensive expertise in economic development matters and regularly work with and advise municipal clients regarding economic incentives and financing. *Notably, attorneys in the proposed working group in the firm's Kansas City office represent only governmental issuers, and not developers, in economic development matters. This provides municipal clients assurance that Kutak Rock attorneys are looking out for the interest of the communities they advise and not other parties to the transaction.* This representation includes:

- Advising on the pros and cons of different types of requested incentives
- Coordinating all proceedings for the creation of TIF, STAR, CID, TDD and special improvement districts
- Drafting and negotiating development agreements

Complex and challenging issues the firm's attorneys have faced in connection with Kansas economic development matters include:

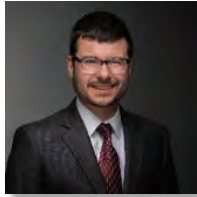
- **Industrial Revenue Bonds.** The industrial revenue bonds issued by a municipal client on behalf of a private company were structured in a complex way to accomplish a relatively simple goal. The bonds were structured in three series (two superior lien bond issues and one subordinate lien bond). One issue, which was marketed on a retail basis to the general public, was structured as a variable-rate, multi-modal, letter-of-credit-backed issue. Two issues were privately placed and structured as fixed-rate debt. The combination of structures allowed the company to maximize its sales tax exemption and acquire more capital improvements without increasing the property tax exemption provided by the city.
- **Special Improvement District Bonds.** During the period of time when our client was close to its statutory general obligation debt limit, the City still wanted to find a debt structure that would permit it to assist developers with the financing of infrastructure in certain areas of the City. We developed with the city the “SID” bond structure under the City’s home rule authority. This structure permitted our client to issue bonds secured only by special assessments, which were, therefore, outside the statutory debt limit. Because the issues were not backed by the city’s general obligation authority, a variety of additional credit enhancements were used in the SID bond issues to minimize exposure for the city in case assessments were delinquent.

In addition, Kutak Rock attorneys have developed many of the “firsts” in State of Kansas bond issues within other jurisdictions, including the following:

- **“Pay-as-You-Go” STAR Financing.** The City of Wichita had received approval of a STAR bond district and project plan before the recession began in the fall of 2008. The downturn in the economy made it more difficult and expensive to market revenue bonds secured by State and local sales tax collected in STAR bond districts that did not have a broad base of retailers and a long history of sales tax collection. Funds for the project had been advanced by the city, but the city needed those funds to be eventually paid back. Our attorneys worked with the city, the Department of Commerce and the Department of Revenue to develop a pay-as-you-go financing alternative that permits the city to capture the incremental State and local sales tax and apply it to reimburse the city for expenditures on the STAR “bond” project. This non-bond solution developed by a bond lawyer is the first and only transaction of its kind in the State.
- **First Sales Tax Revenue Bonds.** We structured the first city sales tax revenue bond issue for the City of Bonner Springs to enable the city to finance certain sewer improvements (necessitated in large part by a new Wal-Mart) without adding to the city’s general obligation debt.

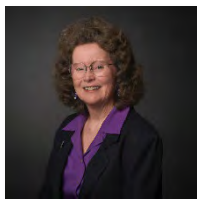
3. PRIMARY CONTACT; PROPOSED WORKING GROUP

If the City selects Kutak Rock to provide bond counsel services, **Tyler Ellsworth** of the firm’s Kansas City office would serve as the lead attorney and principal contact for the City. **Joseph D. Serrano** and **Kathryn P. Peters** of the Kansas City office would support Mr. Ellsworth with structuring advice, legal research and document preparation. **Matthias M. Edrich**, a member of the firm’s Section 103 tax group in the Denver office, would provide the tax analysis for any discrete issue and draft all necessary tax documents. Brief résumés of these attorneys follow.



Tyler Ellsworth, a partner in the firm’s Kansas City office, assists municipal issuers, including cities, counties, and school districts, with issuing municipal bonds and notes, securing lease financing, and structuring economic development incentives. His experience in economic development includes industrial revenue bonds (IRBs), tax increment financing (TIF), community improvement districts (CIDs), transportation development districts (TDDs), and reinvestment housing incentive districts (RHIDs). He has counseled a number of municipal entities in Kansas, including the cities of Bonner Springs, Gardner, Humboldt, Hutchinson, Ottawa, Spring Hill, and Wellsville, the Johnson County Park and Recreation District, Franklin County, Pottawatomie County, and Fire District No. 2 of Johnson County, among others. He regularly advises municipal clients on disclosure and has presented on topics relating to continuing disclosure compliance and economic development incentives. He is a member of the National Association of Bond Lawyers.

Mr. Ellsworth earned a bachelor’s degree and an M.B.A. from Washington University in St. Louis (in 2003 and 2011, respectively) and a law degree from Washington University in St. Louis School of Law in 2011. He is licensed to practice in Kansas, Missouri and Arizona (inactive) and is a member of the National Association of Bond Lawyers (“NABL”).

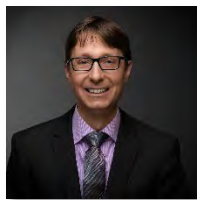


Kathryn P. Peters, a partner in Kutak Rock’s Kansas City office, has been in private practice since 1988, concentrating in the areas of municipal bond financings, economic development initiatives and municipal utility matters, and previously was an Assistant City Attorney of Kansas City, Kansas, a position that gave her a sound footing in all aspects of public law. She began her career as a federal judicial law clerk following graduation from law school in 1977. Ms. Peters’ practice includes acting as bond counsel and special tax counsel for a variety of governmental purpose and private purpose issues. She has written opinions on billions of dollars of general obligation bond issues, special obligation bond issues, revenue bond issues and other bond issues as bond counsel, including refunding issues. Ms. Peters earned a bachelor’s degree, magna cum laude, in 1973 from Wichita State University and a law degree (Order of the Coif) in 1977 from the University of Kansas, where she was a member of the law review. She is admitted to practice in Kansas and Missouri and is a member of NABL.

In recent years Ms. Peters has led the firm’s bond counsel and co-bond counsel representation of the City of Kansas City, Missouri (the “City”), the Land Clearance for Redevelopment Authority of Kansas City, Missouri, The Industrial Development Authority of the City of Kansas City, Missouri and the Tax Increment Financing Corporation of Kansas City, Missouri in a number of special obligation bond and revenue bond financings, including both governmental purpose and private purpose financings, and the firm’s co-disclosure counsel representation of the City. In the past five years alone, Ms. Peters has served as co-bond counsel for more than 30 City of Kansas City issues aggregating in excess of \$1.4 billion. Additionally, since late 2009 she has had responsibility for the firm’s service as lessee’s counsel to the City of Kansas City, Missouri for financings completed under its Master Equipment Lease/Purchase Agreement. Ms. Peters is the Kutak Rock attorney who has primary responsibility for the firm’s service as co-disclosure counsel to the State of Missouri.



Joseph D. Serrano, a partner in Kutak Rock's Kansas City office, has been in private practice since 1993 and concentrates his practice in the public finance area. Mr. Serrano routinely consults with cities and counties regarding general obligation bonds and notes, special benefit districts, including TIFs, CIDs, TDDs, Improvement Districts, and STAR Bond Districts, industrial revenue bonds and lease-purchase transactions. He has provided lead counsel services to a number of Kansas and Missouri entities including the City of Overland Park, the City of Lenexa, the City of Shawnee, the City of Merriam, and the Missouri Clean Energy District, among others. He has also been a guest speaker on bond-related matters for public entities and groups serving such entities. He earned a bachelor's degree from the University of Missouri, St. Louis, in 1990; a law degree from the University of Kansas School of Law in 1993; and an LL.M. in taxation from the University of Missouri, Kansas City, School of Law in 1997. Mr. Serrano is licensed to practice in Kansas and Missouri and before the United States Tax Court and is a member of NABL



Matthias M. Edrich, Matthias M. Edrich is a tax partner in Kutak Rock's national public finance tax practice. He currently serves as chair of the public finance tax group in Denver. Matthias focuses his practice on tax aspects of financial instruments, with an emphasis on tax-exempt bonds and otherwise tax-advantaged public financing structures, including relevant matters relating to elective pay tax credits. His practice is national and covers all types of public financing structures. Certain areas of focus include healthcare and hospital finance, all types of exempt facility bonds (including particularly airports and related facilities, water furnishing facilities, sewage, solid waste and wastewater facilities, broadband and carbon dioxide capture facilities), multifamily housing and student loan bonds, public school and higher education. Matthias has served as lead tax counsel for special district, development district and economic development financings nationally. He also serves as 501(c)(3) counsel to nonprofit organizations in connection with tax-exempt bond issuances, as outside tax counsel to other public finance law firms, and as tax controversy counsel in IRS examinations of bonds and private letter ruling requests. Matthias currently serves as a Director on the Executive Committee of the National Association of Bond Lawyers and is the Chair of the Tax-Exempt Financing Committee of the American Bar Association Tax Section. Matthias is licensed to practice in Colorado, Idaho, Massachusetts and the U.S. Tax Court.

4. STATEMENT REGARDING KANSAS LICENSURE

The principal attorneys who would be assigned to the engagement with the City for bond matters are in good standing with the Kansas state bar association. Tyler Ellsworth holds Kansas bar license number 26929, Kathryn P. Peters holds Kansas bar license number 09421 and Joseph D. Serrano holds Kansas bar license number 19425.

5. LOCAL GOVERNMENTAL CLIENTS

The following table shows a representative list of local jurisdictions that Kutak Rock represents in public finance matters. As requested, we have provided the types of services rendered and the length of time the firm or attorneys with the firm have represented each client.

Client	Types of Services Rendered	Year Service Commenced	Primary Contact
City of Gardner, Kansas	bond counsel	2004	Joseph D. Serrano and Tyler Ellsworth
Anderson County Kansas Public Building Commission	ongoing bond counsel	2008	Tyler Ellsworth
City of Bonner Springs, Kansas	ongoing bond counsel	2004	Tyler Ellsworth
City of Burlington, Kansas	ongoing bond counsel	2010	Tyler Ellsworth
City of Edwardsville, Kansas	ongoing bond counsel	2009	Tyler Ellsworth
Franklin County, Kansas	ongoing bond counsel	2004	Tyler Ellsworth
City of Hutchinson, Kansas	ongoing bond counsel	2003	Tyler Ellsworth
City of Lenexa, Kansas	ongoing bond counsel	2003	Joseph D. Serrano
City of Merriam, Kansas	ongoing bond counsel	2003	Joseph D. Serrano
City of Mission Hills, Kansas	ongoing bond counsel	2006	Joseph D. Serrano
City of Ottawa, Kansas	ongoing bond counsel	2003	Tyler Ellsworth
City of Overland Park, Kansas	ongoing bond counsel	2005	Joseph D. Serrano
City of Shawnee, Kansas	ongoing bond counsel	2005	Joseph D. Serrano
City of Spring Hill, Kansas	ongoing bond counsel	2004	Tyler Ellsworth
City of Kansas City, Missouri	bond counsel for selected issues	2006	Kathryn P. Peters
City of Conway, Arkansas	ongoing bond counsel	2000	
City of Fayetteville, Arkansas	ongoing bond counsel	1999	
Alameda-Contra Costa (California) Transit District	ongoing bond counsel	2001	
City of Long Beach, California	ongoing bond counsel	2000	
City of Los Angeles Housing Department	ongoing bond counsel	1982	
Department of Airports of the City of Los Angeles	bond counsel for selected issues	1995	
Los Angeles County Metropolitan Transportation Authority	bond counsel or disclosure counsel for discrete issues	1996	
County of Riverside, California	ongoing disclosure counsel	1997	
County of San Bernardino, California	disclosure counsel for discrete issues	2002	
City and County of San Francisco	co-bond counsel for discrete issues	2010	
City of Boulder, Colorado	ongoing bond and disclosure counsel	1981	
Boulder County, Colorado	ongoing bond counsel	1993	

City of Colorado Springs, Colorado	ongoing bond counsel	1998	
City and County of Denver, Colorado	bond counsel or disclosure counsel for certain types of issues	1991	
Denver Public Schools	ongoing bond counsel	1998	
El Paso County, Colorado	ongoing bond and disclosure counsel	1995	
Urban Residential Finance Authority of the City of Atlanta, Georgia	bond counsel in rotation with another firm	2002	
Housing Opportunities Commission of Montgomery County, Maryland	ongoing bond counsel	1979	
Metropolitan Airports Commission (Minneapolis-St. Paul)	ongoing bond counsel	1998	
City of Omaha, Nebraska	ongoing bond counsel	1984	
Omaha Public Power District	ongoing bond counsel	1977	
City of Hampton, Virginia	ongoing bond counsel	2011	
City of Virginia Beach, Virginia	bond counsel for certain financings	2011	
City of Janesville, Wisconsin	ongoing bond counsel	2002	
City of Madison, Wisconsin	ongoing bond counsel	2001	

6. REFERENCES

We invite the City to contact the following governmental entities the firm has served as bond counsel as listed below:

Mr. Derek Brown

County Administrator/County Counselor
Franklin County
315 South Main Street
Ottawa, KS 66067
785.229.3485

Mr. Sean McLaughlin

City Attorney
City of Lenexa
17101 West 87th Street Parkway
Lenexa, KS 66219
913.477.7500

Ms. Noelle Testa

Chief Financial Officer
Johnson County Park & Recreation District
7900 Renner Road
Shawnee Mission, KS 66219
913.438.7275

Ms. Melanie Landis

Finance Director
City of Ottawa
P.O. Box 60
Ottawa, KS 66067
785.229.3615

7. OTHER RELEVANT INFORMATION

We believe the specific information provided in this proposal fully present the case for the engagement of Kutak Rock as bond counsel to the City. take this opportunity, however, to summarize briefly the main reasons we believe the City should select Kutak Rock:

- ***History of Service to the City of Gardner.*** As noted previously, the firm served as bond counsel to the City from 2004 through 2023 for nearly 60 financings with an aggregate principal of more than \$439.1 million. This history translates to familiarity with the City’s practices, charter ordinances, policies, including the City’s unique challenges and resulted in what we believe are efficient and effective procedures to assist the City’s staff with the issuance of the City’s bonds and notes. Additionally, the firm is knowledgeable of the City’s Economic Development Incentive Policy, and intimately aware of the City’s goals and objectives set forth therein.
- ***Expertise in Economic Development.*** The attorneys proposed for this engagement have substantial experience representing Kansas municipalities in connection with economic development matters. Such representation includes serving as bond counsel in the issuance of industrial revenue bonds as well as advising issuers regarding economic incentives, structuring benefit districts, drafting and negotiating development agreements, and serving as bond counsel and disclosure counsel to TIF, CID, TDD and STAR Bond issues.
- ***Kansas Public Finance Experience.*** The attorneys proposed for this engagement have substantial experience serving as bond counsel to Kansas government entities, including the Cities of Lenexa, Overland Park, Shawnee, Spring Hill and Merriam, among others.
- ***National Public Finance Practice.*** We have a broad range of experience providing services across the country in virtually every type of bond financing. In annual industry rankings the firm has consistently ranked among the top 10 bond counsel firms nationwide for decades. In 2023, Kutak Rock was ranked third nationally for bond counsel. Our comprehensive exposure to the national public finance marketplace in a wide variety of capacities keeps us up to date with all innovations (and problems) in the industry when they occur.

In addition, we note that our philosophy in working with the City and PBC would be to foster a long-term commitment. To that end, we would strive to be a reliable, productive, creative and responsible member of the City’s finance team. ***We would not advocate for “deals” that are not in the City’s best interest, even though we typically receive payment only when a transaction closes.*** We rarely bill other clients for consultation on matters even though the representation may never evolve into completed financing or project. We have also adjusted our fees and schedules for other clients, where appropriate, to help make transactions that are important to them happen.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 8

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to purchase two specialty vehicles.

Strategic Priority: Infrastructure and Asset Management

Department: Utilities – Electric Distribution Division

Staff Recommendation:

Staff recommends City Council purchase two specialty vehicles rather than leasing.

Background / Description of Item:

On February 21, 2022, City Council authorized a 48-month lease and maintenance for two (2) Small Aerial Lift Trucks from Altec for \$4,054 a month per truck. On January 5, 2024, Altec informed staff that they no longer provide a body with a 42-inch compartment height but a 39-inch; the 39-inch is too small to accommodate needed tools and materials. Upon Staff request, Altec submitted a revised quote for a body with a 48-inch compartment height.

Major Lease Features

Quote	Total Price Tax included	Chassis	Warranty / Prevented Maintenance	FMV Lease Payment With Tax included	Total Payments 48 months	Total Payments 60 months
Original	\$228,950.46	2023 Dodge 5500	4 years	\$4,053.83	\$194,583.84	\$243,229.80
Revised	\$230,562.60	2024 Dodge 5500	4 years	\$4,424.61	\$212,381,28	\$265,476.60

Due to the 20-month lead time, most leases are extended an additional year until the new truck is delivered. The average sale price for a used 2018 Altec AT41M is \$100,000.

Financial Impact:

Funding is available from the Electric Fund 2024 Budget 501-4130-441.61-09.

Attachments included:

- a. CAF dated February 21, 2022
- b. Altec Original Quote
- c. Altec Revised Quote
- d. Altec AT41M Drawing

Suggested Motion:

Authorize the City Administrator to execute an agreement with Altec Capital to purchase two (2) Small Aerial Lift Trucks for \$461,125.20 (\$230,562.60 per truck) excluding registration fees and delivery charges. Trucks are to be replaced every 4-5 years.

COUNCIL ACTION FORM**CONSENT AGENDA ITEM NO. 5****MEETING DATE: FEBRUARY 21, 2022****STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR****Agenda Item:** Consider authorizing the execution of a lease contract to replace two specialty vehicles**Strategic Priority:** Infrastructure and Asset Management**Department:** Utilities – Electric Distribution Division**Board/Commission Recommendation:**

On January 6, 2022, the Utility Advisory Commission approved a recommendation to the City Council to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$4,053.83 per month (\$48,645.96 per year) per truck excluding taxes, licensing fees, and delivery charges.

Staff Recommendation:

Staff recommends authorizing the execution of an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years.

Background/Description of Item:

Currently, the City of Gardner leases six specialty vehicles from Altec Capital Services, including one transmission digger derrick truck, one distribution digger derrick truck, two large aerial lift trucks, and two small aerial lift trucks. The digger derrick trucks and the large aerial lift trucks are on five year leases and the small aerial lift trucks are on four year leases. The current lease agreement with Altec Capital has been very successful and the Electric Division has benefitted significantly from this program. Over the last eleven years, the annual vehicle expenditures have leveled out and repair costs for parts have been eliminated. The only expenses incurred have been Altec mobile service charges and “wear” items, including tires, windshield wipers, fuel, etc.

The two leases for the small aerial lift trucks will expire in December 2022. The lead time to construct these types of specialty vehicles is estimated to be 20 months from date of order. The department would keep the current trucks and would run month to month with the current lease payment until the new trucks arrive.

On November 16, 2021, staff issued an Invitation for Bid for leasing two (2) new small aerial lift trucks. The invitation was published in *The Legal Record*, the Drexel Technologies plan room, and on the city’s website. Staff received one bid, which was opened on December 3, 2021 and is summarized below:

Proposal

Vehicle	Altec Capital
Small Aerial Lift Truck	\$4,053.83 - 48 month warranty

Major Lease Features

Vendor	Total Price	Chassis	Warranty	Preventative Maintenance	FMV Lease Payment Tax included
Altec	\$209,049.00	2023 Dodge 5500	4 year	X	\$4,053.83

Financial Impact:

Funding for the lease agreements are available from the Electric Fund.

Attachments included:

- a. Altec Bid Form
- b. Altec Small Aerial Lift Truck Quote

Suggested Motion:

Authorize the City Administrator to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$4,053.83 per month (\$48,645.96 per year) per truck excluding taxes, licensing fees, and delivery charges



Altec Capital Services
33 Inverness Center Parkway
Suite 200
Birmingham, AL 35242

Estimated Quote for

Date: 12/2/2021

City of Gardner KS

Equipment	Purchase Price	Lease Term	FMV Payment
2023 AT41M Dodge 4x4 with warranties	\$209,049	4 Years	\$3,702.14
Plus sales tax of 9.52% mthly			\$351.69
Total Monthly Payment			\$4,053.83

- * Payment amounts are tied to a treasury index and can change daily.
- * This quote is based on credit approval and rates are subject to change.
- * This quote is valid for 14 days.
- * Documentation fee may apply.

Insurance Requirement:

Physical damage insurance is required on the unit for the value of the unit. \$1,000,000 of liability insurance is also required. Altec Capital Services can offer you Physical Damage coverage at roughly \$9 per thousand per year. Contact your Altec Capital Account Manager for more information.

FMV Lease

A Fair Market Value Lease is designed to be recognized as an operating lease. It allows you to utilize the equipment for the term of the lease and then purchase the equipment at Fair Market Value, continue leasing the equipment on a month-to-month basis, or return the equipment to Altec Capital. (terms and conditions apply) Standard mileage allows for 15,000 miles per year. Altec Capital will be the titled owner during the term of the lease.

Account Manager: Rich Hill
Phone: 816-341-6939
Email: rich.hill@altec.com



Altec Capital Services
 33 Inverness Center Parkway
 Suite 200
 Birmingham, AL 35242

Estimated Quote for

Date: 1/17/2024

Gardner

Equipment	Purchase Price	Lease Term	FMV Payment
2024 AT41M Dodge 4x4 with warranties with 9.52% Sales Tax	\$210,521	48 Months	\$4,040
Total Monthly Payment		48 Months	\$4,425

- * Payment amounts are tied to a treasury index and can change daily.
- * Payments do not include taxes or licensing fees.
- * This quote is based on credit approval and rates are subject to change.
- * This quote is valid for 14 days.
- * Documentation fee may apply.

Insurance Requirement:

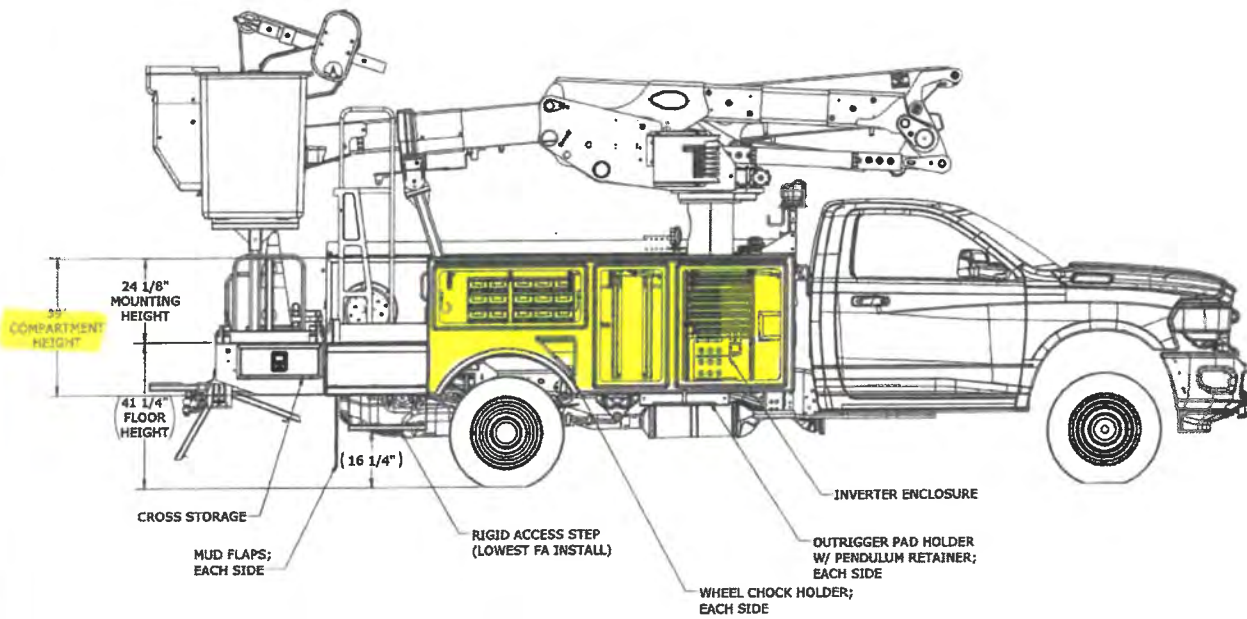
Physical damage insurance is required on the unit for the value of the unit. \$1,000,000 of liability insurance is also required. Altec Capital Services can offer you Physical Damage coverage at roughly \$9 per thousand per year. Contact your Altec Capital Account Manager for more information.

FMV Lease

A Fair Market Value Lease is designed to be recognized as an operating lease. It allows you to utilize the equipment for the term of the lease and then purchase the equipment at Fair Market Value, continue leasing the equipment on a month-to-month basis, or return the equipment to Altec Capital. (terms and conditions apply) Standard mileage allows for 15,000 miles per year. Altec Capital will be the titled owner during the term of the lease.

Account Manager: **Rich Hill**
 Phone: 816-341-6939
 Email: rich.hill@altec.com

*CS COMPARTMENT WIDTHS SAME AS SS



UNIT: AT41MP
 SUBBASE HEIGHT: 4 1/2
 BODY CROSSMEMBERS: -
 FLATBED CROSSMEMBERS: -
 CHASSIS MAKER: DODGE
 CHASSIS MODEL: 5500 4X4
 CHASSIS YEAR: 2022+

APPROVAL PRINT STAMP
 APPROVED
 APPROVED AS NOTED
 NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL.
 NOTE: ANY CHANGES MAY AFFECT PRICE
 RETURN OF APPROVAL PRINT REQD BY: _____
 BY: _____ DATE: _____

RUN NO.: _____
 NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES.
 CAD SOFTWARE: SOLIDWORKS.

CONFIDENTIAL
 THE DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATTEC INDUSTRIES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATTEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. INSPECTING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.

DATE	REV	BY	APP
09/18/2022	2 OF 9	1:25	2

Attec Attec Industries, Inc.
 210 Inverness Center Drive
 Birmingham, AL 35242

SALES DRAWING
 1035-130-04
 980009847 A

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 1

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider appointing Renee Rich as Gardner City Clerk and administer the Oath of Office

Strategic Priority: Infrastructure and Asset Management

Department: Mayor and Council

Staff Recommendation:

Appoint Renee Rich as City Clerk, effective February 5, 2024

Background/Description of Item:

Per Kansas statute, the City Clerk is appointed by the Mayor with consent of the City Council. Following the normal recruitment and interview process, Renee Rich is recommended for appointment as Gardner City Clerk, effective immediately.

Attachments:

N/A

Suggested Motion:

Appoint Renee Rich, effective February 5, 2024 and direct the Mayor to administer the Oath of Office.

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: FEBRUARY 5, 2024

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider a resolution designating the Gardner News as the official newspaper for the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Staff recommends adopting a resolution designating the Gardner News as the official city newspaper for the city of Gardner, Kansas.

Background/Description of Item:

K.S.A. 12-1651(a) states “the governing body of each city of the second and third class shall designate by resolution a newspaper to be the official city newspaper”

Under Kansas Statutes, the City of Gardner is required to publish several different types of legal notices in its official city newspaper including but not limited to ordinance summaries and public notices such as notices of public hearings.

On Tuesday, December 5, 2023, staff sent an ordinance summary (Attachment B) and a public notice (Attachment C) to the *Gardner News* requesting price quotations for running each item. These items were selected for comparison for the following reasons:

- These items both have publication requirements set forth by Kansas Statutes.
- These items are of typical size for their item type, thus providing the most relevant comparisons possible.
- These items had recently been published in the *Legal Record*, thus providing the most current pricing for comparison
 - The ordinance summary was published in the *Legal Record* on October 24, 2023
 - The public notice was published in the *Legal Record* on November 7, 2023

On December 29, 2023, the publisher of the *Gardner News* provided quotes for the publication of the ordinance summary and the public notice, providing for the following comparison:

Ordinance Summary			
Newspaper	Price per Publication	Number of Weeks	Per
<i>Legal Record</i>	\$6.82	1	Invoice L15337 (Attachment C)
<i>Gardner News</i>	\$5.06	1	E-mail (Attachment E)

Public Notice			
Newspaper	Price per Publication	Number of Weeks	Per
<i>Legal Record</i>	\$9.09	2	Invoice L15631 (Attachment D)
<i>Gardner News</i>	\$6.41	2	E-mail (Attachment E)

As is evident, the *Gardner News* offered the lowest price for publication for both the ordinance summary and the public notice. Based upon these rates, the *Gardner News* represents the following cost savings:

- 25.75% for the ordinance summary
- 29.50% for the public notice

Estimated Cost Savings

It is difficult to provide an exact estimation of the overall cost savings as neither the volume nor the content of required legal publications made each year is static or subject to practical measures of control. However, based on the quoted rates, the city would realize some level of cost savings.

Attachments:

- Resolution 2135
- Sample ordinance summary
- Sample public notice
- *Legal Record* invoice for sample ordinance summary
- *Legal Record* invoice for sample public notice
- Pricing Information for Publication of Legal Notices – *Gardner News*

Suggested Motion:

Adopt Resolution 2135, a resolution of the City of Gardner, Kansas, designating the *Gardner News* as the official newspaper for the City of Gardner, Kansas.

RESOLUTION NO. 2135

A RESOLUTION OF THE CITY OF GARDNER, KANSAS DESIGNATING THE GARDNER NEWS AS THE OFFICIAL CITY NEWSPAPER FOR THE CITY OF GARDNER, KANSAS.

WHEREAS, Resolution No. 2045 adopted by the Governing Body of the City of Gardner, Kansas on December 16, 2019, designates The Legal Record as the official City newspaper for the City of Gardner;

WHEREAS, K.S.A. 12-1651 governs the designation of the official city newspaper within cities of the second class and provides that such designation shall be by resolution and that the official newspaper is required to meet the following qualifications: (1) it must be published at least weekly 50 times each year and have been so published for at least one year prior to the publication of any official city publication; (2) it must be entered at the post office of publication as second-class mail matter; (3) more than 50% of the circulation must be sold to the subscribers either on a daily, weekly, monthly or yearly basis; and, (4) it shall have general paid circulation on a daily, weekly, monthly or yearly basis in the county and shall not be a trade, religious or fraternal publication;

WHEREAS, the Governing Body has determined that the Gardner News satisfies the requirements of K.S.A. 12-1651 and has further determined that it wishes to change the official City newspaper for the City of Gardner, Kansas to the Gardner News;

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

SECTION 1. The Gardner News is hereby designated as the official city newspaper.

SECTION 2. That Resolution No. 2045 and any other resolution previously adopted by the Governing Body of the City designating any newspaper other than the Gardner News as the official newspaper for the City is hereby repealed.

SECTION 3. This Resolution shall take effect from and after its adoption by the Governing Body of the City.

{The remainder of this page intentionally left blank}

ADOPTED by the Governing Body of the City of Gardner, Kansas on this _____ day of _____, 2024.

CITY OF GARDNER, KANSAS

Todd Winters, Mayor

Attest:

Renee Rich, City Clerk

Approved as to form:

Ryan Denk, City Attorney

ORDINANCE 2784 SUMMARY

On October 16, 2023, the City of Gardner, Kansas passed Ordinance No. 2784, an ordinance amending Title 12, Section 12.10.010, Street Improvements and Minimum Standards of the Municipal Code of the City of Gardner, Kansas. A complete copy of this ordinance may be obtained free of charge at the Office of the City Clerk, 120 E. Main Street or at www.gardnerkansas.gov. This summary certified by Ryan B. Denk, City Attorney.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission of Gardner, Kansas will hold a Public Hearing on Monday, November 27, 2023 at 7:00 pm in the Council Chambers of City Hall, 120 E. Main Street in consideration of the following item to-wit:

CASE NO. 23-304--9

A proposed rezoning of approximately 136.05 acres from RP-2 (Planned Two-Family) and RP-1 (Planned Single Family) Districts to RP-2 (Planned Two-Family) and RP-1 (Planned Single Family) Districts and associated preliminary development plan for Prairie Trace, a 353 lot single-family community, located at the southwest intersection of Clare Road and 175th Street.

The Legal Record
 1701 E. Cedar St., Ste. 111
 Olathe, KS 66062-1775

Phone: (913) 780-5790

THANK YOU!
*You can depend on
 The Legal Record for
 Service, Accuracy and Economy.*

CITY OF GARDNER
 120 E MAIN ST
 GARDNER KS 66030-1310

RECEIVED OCT 31 2023

INVOICE

Invoice #: L15337

Payment Due: 11/7/23

DATE: 10/24/23

CASE DESCRIPTION, CASE NO. AND PUBLICATION DATES	Amount										
Ordinance 2784 Summary 10/24/23	\$6.82										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>ACCT</td><td>001-1150-411-4701</td></tr> <tr><td>AMOUNT</td><td>86.82</td></tr> <tr><td>PROJ/PO</td><td>Ord Summary</td></tr> <tr><td>AUTH</td><td>8</td></tr> <tr><td>DATE</td><td>10/31/23</td></tr> </table>	ACCT	001-1150-411-4701	AMOUNT	86.82	PROJ/PO	Ord Summary	AUTH	8	DATE	10/31/23	
ACCT	001-1150-411-4701										
AMOUNT	86.82										
PROJ/PO	Ord Summary										
AUTH	8										
DATE	10/31/23										
Subtotal	\$6.82										
Amount Paid	\$0.00										
Balance Due	\$6.82										
<p>Lewis Legal News, Inc., Fed. Tax I.D. No. 48-1031751</p> <p><small>The Legal Record is your best value for publishing your legal notices. Total amount shown is the sum of all fees for publication, including a clipping and proof of publication. PUBLICATION TERMS: The Legal Record requires, and services are rendered strictly upon the condition, that the attorney(s) submitting the public notice for publication is responsible for payment of these charges. Payment Terms: Net 30 days. Past due amounts are subject to a FINANCE CHARGE OF 1.5% per month on the unpaid balance. ANNUAL PERCENTAGE RATE: 18%.</small></p>											

Please return the portion below with your payment to ensure proper credit.

1 C

CITY OF GARDNER
 120 E MAIN ST
 GARDNER KS 66030-1310

THE LEGAL RECORD
 1701 E. CEDAR ST., STE. 111
 OLATHE, KS 66062-1775

Invoice #: L15337 10/24/23

\$6.82 Payment Enclosed -10/24/23
 (Make Check Payable to THE LEGAL RECORD)
 -or- Charge my credit card:

_____ Exp. _____

Name on card _____

Signature _____

Billing Address _____

Zip Code _____ CVV# _____

L15337

The Legal Record
 1701 E. Cedar St., Ste. 111
 Olathe, KS 66062-1775

Phone: (913) 780-5790

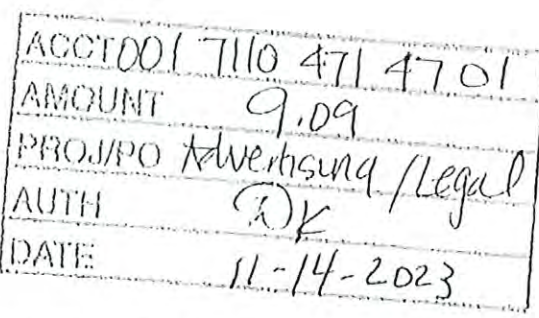
RECEIVED NOV 13 2023

THANK YOU!
*You can depend on
 The Legal Record for
 Service, Accuracy and Economy.*

CITY OF GARDNER
 120 E MAIN ST
 GARDNER KS 66030-1310

INVOICE
 Invoice #: L15631
 Payment Due: 11/21/23

DATE: 11/7/23

CASE DESCRIPTION, CASE NO. AND PUBLICATION DATES	Amount
Hearing - Case No. 23-304-9 11/7/23	\$9.09
	
Subtotal	\$9.09
Amount Paid	\$0.00
Balance Due	\$9.09

Lewis Legal News, Inc., Fed. Tax I.D. No. 48-1031751

The Legal Record is your best value for publishing your legal notices. Total amount shown is the sum of all fees for publication, including a clipping and proof of publication. PUBLICATION TERMS: The Legal Record requires, and services are rendered strictly upon the condition, that the attorney(s) submitting the public notice for publication is responsible for payment of these charges. Payment Terms: Net 30 days. Past due amounts are subject to a FINANCE CHARGE OF 1.5% per month on the unpaid balance. ANNUAL PERCENTAGE RATE: 10%.

Please return the portion below with your payment to ensure proper credit. 1 C

CITY OF GARDNER
 120 E MAIN ST
 GARDNER KS 66030-1310

THE LEGAL RECORD
 1701 E. CEDAR ST., STE. 111
 OLATHE, KS 66062-1775

Invoice #: L15631 11/7/23

\$9.09 Payment Enclosed -11/7/23
 (Make Check Payable to THE LEGAL RECORD)
 -or- Charge my credit card:

_____ Exp. _____

Name on card _____

Signature _____

Billing Address _____

Zip Code _____ CVV# _____

L15631

From: Jennifer McDaniel <JMcDaniel@cherryroad.com>
Sent: Friday, December 29, 2023 8:16 AM
To: Renee Rich <rreich@gardnerkansas.gov>
Subject: Publication pricing for the Gardner News

Hi Renee,
Here are the individual rates requested to publish the two legal ad examples in the Gardner News.

Ordinance: \$5.06
Public notice: \$6.41

Additionally, all public notices are placed on the newspaper's website, in front of the paywall. This way, anyone, even those who do not currently subscribe to the newspaper, can access this information.

I appreciate the City of Gardner requesting this information. Please do not hesitate to contact me if you have any additional questions or need more information.

Sincerely,

Jennifer
Jennifer McDaniel | Managing Editor
CherryRoad Media
JMcDaniel@cherryroad.com



We Deliver Information and Technology

***** IMPORTANT--PLEASE READ *****

This message and attachments are COMPANY CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that the information included is unauthorized and strictly prohibited. If you have received this message in error, please immediately notify the sender and permanently delete this message and its attachments. Thank you.

City of Gardner, KS

Council Actions

February 5, 2024

The City Council took the following actions at the February 5, 2024, meeting:

1. Approved of the minutes as written for the regular meeting on January 16, 2024 (Passed 4-0-1 Absent)
2. Approved City expenditures prepared January 11, 2024 in the amount of \$294,297.81; January 18, 2024 in the amount of \$1,651,848.79; January 18, 2024 in the amount of \$348,745.00 and January 25, 2024 in the amount of \$591,529.45. (Passed 4-0-1 Absent)
3. Accepted permanent sanitary sewer easements for the Prairie Trace Meadows 2nd Plat (Passed 4-0-1 Absent)
4. Accepted permanent sanitary sewer easement for the New Trails North development (Passed 4-0-1 Absent)
5. Accepted permanent utility easement for the New Trails North development (Passed 4-0-1 Absent)
6. Accepted permanent sanitary sewer easement for the Willow Chase VI development (Passed 4-0-1 Absent)
7. Authorized the City Administrator to negotiate and execute an agreement for bond counsel services with Kutak Rock LLP for the period February 5, 2024 through December 31, 2024 with additional one-year options, which renew annually unless terminated by either party. (Passed 4-0-1 Absent)
8. Agreed to a recommendation to purchase two specialty vehicles. (Passed 4-0-1 Absent)
9. Appointed Renee Rich as Gardner City Clerk and administered the Oath of Office (Passed 4-0-1 Absent)
10. Adopted a resolution designating the Gardner News as the official newspaper for the City of Gardner, Kansas. (Passed 4-0-1 Absent)