

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



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

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

- Standing approval of the minutes as written for the regular meeting on January 2, 2024
- 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.
- 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

Page No. 2024 - 7 January 16, 2024

COMMITTEE RECOMMENDATIONS

 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

 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

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.

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

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

<u>ADJOURNMENT</u>

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

City Clerk

PAGE 1

AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024

PROGRAM: GM339L	AS OF: 01/3	/11/2024 I	PAYMENT DATE:	01/11/2024
CITY OF GARDNER				

VEND NO INVOICE NO		VENDOR NAME JOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265 10665603	00	ACCESS INFOR 006781	MATION PROTECTED 00 01/11/2024	001-1150-411.31-15	OFF-SITE STORAGE	1,566.86	
2004240	0.0				VENDOR TOTAL *	1,566.86	
0004340 39715	00		AGEMENT SERVICES 00 12/06/2023		SCHOOL CROSSING GUARD	EFT:	1,926.54
2001024	0.0				VENDOR TOTAL *	.00	1,926.54
0001834 62010	00	C & C GROUP 000016	00 01/11/2024	603-3150-431.31-15	SECURITY ALARM MONITORING	EFT:	480.00
0000513	0.0	GIEV AEEODNE	va ragga of white	3. G	VENDOR TOTAL *	.00	480.00
0000513 5323	00	000017	YS ASSOC OF KANS 00 01/11/2024		2024 CITY ATTORNEYS ASSOC	EFT:	35.00
					VENDOR TOTAL *	.00	35.00
0004998	00	DELTA DENTAL		001 1100 411 01 01			1.60.00
1005114202		006211	00 01/11/2024	001-1120-411.21-01		EFT:	169.80
1005114202		006212	00 01/11/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	135.94
1005114202		006213	00 01/11/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	22.74
1005114202		006214	00 01/11/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	79.34
1005114202		006215	00 01/11/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	181.42
1005114202		006217	00 01/11/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	56.60
1005114202		006219	00 01/11/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	249.14
1005114202		006220	00 01/11/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,301.54
1005114202		006221	00 01/11/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	22.74
1005114202		006222	00 01/11/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	260.76
1005114202		006223	00 01/11/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	238.02
1005114202		006232	00 01/11/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	204.16
1005114202		006233	00 01/11/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	181.42
1005114202		006234	00 01/11/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	215.28
1005114202		006235	00 01/11/2024	001-7120-471.21-01		EFT:	79.34
1005114202		006225	00 01/11/2024	501-4110-441.21-01		EFT:	158.68
1005114202		006226	00 01/11/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	102.08
1005114202		006227	00 01/11/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	441.68
1005114202		006228	00 01/11/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	158.68
1005114202		006229	00 01/11/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	306.24
1005114202		006230	00 01/11/2024	531-4310-443.21-01		EFT:	56.60
1005114202		006231	00 01/11/2024	531-4320-443.21-01		EFT:	215.28
1005114202		006218	00 01/11/2024	602-1340-413.21-01		EFT:	169.80
1005114202		006224	00 01/11/2024	603-3150-431.21-01		EFT:	45.48
1005114202 1005114202		006216 006210	00 01/11/2024 00 01/11/2024	604-1320-413.21-01 721-0000-202.03-08	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	124.82 5,199.53
	, -		- ,, 	2171 212100 00	VENDOR TOTAL *	.00	10,377.11
0005211 01158828	00	EASY ICE, LL 000018	C 00 01/11/2024	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	146.70
			· ,				
0000088	00	GARDNER ANIM	AL HOSPITAL, P.A	. INC.	VENDOR TOTAL *	.00	146.70
			·				

PREPARED 01/11/2024,10:01:48

0005084 00 HG CONSULT, INC

EXPENDITURE APPROVAL LIST

PAGE

EFT: 1,257.60

1,257.60

219.37

.00

EFT:

PROGRAM: GM339L AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024

\$23-0001119 000019 00 01/11/2024 001-2110-421.31-15 NET VIEWER YEARLY LICENSE

21.009.14 PI0021 007597 00 01/04/2024 130-3130-431.62-07 CENTER ST SIDEWALK

CITY OF GARDNER

CITY OF GARDNE	R					
	VENDOR NAME VOUCHER P.O. NO NO			ITEM DESCRIPTION		EFT, EPAY OF HAND-ISSUED AMOUNT
0000088 00	GARDNER ANIN	MAL 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 DISTRIBUT	TORS INC				
INV0978375A	006782	00 01/11/2024	001-2120-421.53-02		EFT:	694.50
INV0980747	006783	00 01/11/2024		CUSTOMIZED NAME TAGS	EFT:	903.00
JNIV0035400	006784	00 01/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	73.50
JNIV0035403	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, TH					22.25
069841856838	006179	00 01/11/2024	001-1120-411.21-02		EFT:	38.25
069841856838	006180	00 01/11/2024	001-1140-411.21-02		EFT:	19.30
069841856838	006183	00 01/11/2024	001-1305-413.21-02		EFT:	15.30
069841856838	006184	00 01/11/2024	001-1310-413.21-02		EFT:	33.10
069841856838	006188	00 01/11/2024	001-2110-421.21-02		EFT:	45.90
069841856838	006189	00 01/11/2024	001-2120-421.21-02		EFT:	219.00
069841856838	006190	00 01/11/2024	001-2130-421.21-02		EFT:	7.65
069841856838	006191	00 01/11/2024	001-3110-431.21-02		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		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
0003604				VENDOR TOTAL *	.00	1,048.51
0003624 00	HEXAGON SAFI	F.T. X				1 055 60

VENDOR TOTAL *

3

PAGE

PREPARED 01/11/2024,10:01:48

PROGRAM: GM339L

AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024

CLTY OF GARDNER

PROGR	(Alvi •	GM333F	
CTTV	$\cap \mathbb{F}$	CYDDMED	

0000319 00 KERIT

CITY OF GARDNER

..... VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0005084 00 HG CONSULT, INC 21.009.14 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 00 IRON MOUNTAIN INC EFT: 134.06 JBZM849 006789 00 01/11/2024 001-1150-411.31-15 SHREDDING SERVICES VENDOR TOTAL * 134.06 .00 0099999 00 JACOB JAMES BAILEY 72879 006780 00 01/11/2024 001-0000-228.30-00 BOND REFUND 200.00 VENDOR TOTAL * 200.00 0005438 00 JAYCEE PROPERTIES LLC 006790 00 01/11/2024 130-3130-431.62-04 IRRIGATION REPAIR 3,219.14 01052024 VENDOR TOTAL * 3,219.14 00 JONATHAN BRADY ROGERS 0099999 110655 006778 00 01/11/2024 001-0000-228.30-00 BOND REFUND 55.00 VENDOR TOTAL * 55.00 0099999 00 JONATHAN G PFANNES 72878 006779 00 01/11/2024 001-0000-228.30-00 BOND REFUND 50.00 VENDOR TOTAL * 50.00 0000108 00 K.C. BOBCAT INC 000020 00 01/11/2024 001-6120-461.43-02 BOBCAT REPAIRS 567.59 19191067 567.59 VENDOR TOTAL * 0002760 00 KA-COMM, INC 0002760 00 KA-COMM, INC

191336 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 00 KANSAS CITY AREA DEVELOPMNT COUNCIL 110680000 PI0013 008469 00 01/01/2024 001-1110-411.46-02 ANNUAL FEES 2024 10,500.00 VENDOR TOTAL * 10,500.00 00 KANSAS CITY METROPOLITAN CRIME 0000412 01012024 000021 00 01/11/2024 001-2110-421.46-02 2024 TIPS CONTRACT 605.00 VENDOR TOTAL * 605.00 0001601 00 KAW VALLEY ENGINEERING, INC C38181 PI0019 008419 00 12/29/2023 117-3120-431.62-05 2023 PAVEMENT MNGMNT PROG EFT: 30.00 VENDOR TOTAL * .00 30.00

PREPARED 01/11/2024,10:01:48

EXPENDITURE APPROVAL LIST

PAGE

GRAM: GM339L AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024

PROGRAM: GM339L CITY OF GARDNER

VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO 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 PA 000024		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		130-3130-431.62-19		EFT:	12.50
, _			33 32, 22, 232	100 0100 10100 17	VENDOR TOTAL *	.00	12.50
0005328 001977	00	LETS- A LAW 000022	ENFORCEMENT 00 01/11/2024	001-2110-421 31-15	PHONE MONITORING SOFTWARE	EFT:	3,185.00
001977		000022	00 01/11/2024	001 2110 421.31 13	VENDOR TOTAL *	.00	3,185.00
0005186	00	LINDE GAS &	~	COE 211C 421 44 02			·
40334728		006793	00 01/11/2024	605-3116-431.44-02		EFT:	201.54
0002979		LOCHNER, H W			VENDOR TOTAL *	.00	201.54
000021204	- 05	006808	00 01/11/2024	551-4520-445.31-15	AIRPORT ON-CALL	EFT:	492.50
0000233	00	MAXIMUM LAWN	I CARE		VENDOR TOTAL *	.00	492.50
17443		006794	00 01/11/2024	001-2110-421.31-15	ICE MELT PARKING LOT &	EFT:	370.00
0003700	0.0	MCANANY VAN	CLEAVE & PHILLIF	DQ DA	VENDOR TOTAL *	.00	370.00
1020142	00	006795	00 01/11/2024		LEGAL SERVICES	EFT:	6,107.50
0003179	0.0	MOET DOMNEY	TTM		VENDOR TOTAL *	.00	6,107.50
12192023	00	MCELDOWNEY, 006806	00 01/11/2024	001-3130-431.46-01	MILEAGE 12-19-23	82.53	
	0.0				VENDOR TOTAL *	82.53	
0099999 102227	00	MICHAEL R NO	00 01/11/2024	001-0000-228.30-00	BOND REFUND	800.00	
					VENDOR TOTAL *	800.00	
0004957 2023336 2023289	00		00 12/28/2023 00 10/31/2023		INTELAMETER WATER COMM 2024 ANNUAL HOSTING FEE	EFT: EFT:	15,726.00 80,541.00
		_			VENDOR TOTAL *	.00	96,267.00
0000144 0354-36254 0354-36254 0354-36268	1 7	O'REILLY AUT 006806 006806 006806	OMOTIVE, INC. 00 01/11/2024 00 01/11/2024 00 01/11/2024	501-4130-441.52-09	AIR, CABIN, & OIL FILTER MOTOR OIL - TRK #409 FUEL FILTER EQ #410	EFT: EFT:	50.60 78.80 18.61
0000393	00	OLSSON, INC.			VENDOR TOTAL *	.00	148.01

PREPARED 01/11/2024,10:01:48 EXPENDITURE APPROVAL LIST PAGE 5
PROGRAM: GM339L AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024
CITY OF GARDNER VEND NO SEQ# VENDOR NAME

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 .00 16,078.03 VENDOR TOTAL * 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 36.00 VENDOR TOTAL * 0005380 00 SHAWNEE COPY CENTER 136963 006796 00 01/11/2024 001-2110-421.47-02 BUSINESS CARDS 86.62 EFT: .00 86.62 VENDOR TOTAL * 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 .00 1,040.00 VENDOR TOTAL * 0001566 00 STAPLES BUSINESS ADVANTAGE 8072553508 006798 00 01/11/2024 001-2110-421.52-20 CALENDARS, PENS, 8072633693 006799 00 01/11/2024 001-2110-421.52-20 DESK CALENDARS 8072701841 006800 00 01/11/2024 001-2110-421.52-20 BANKERS BOXES (2) EFT: 175.85 EFT: 114.21 EFT: 110.04 .00 400.10 VENDOR TOTAL * 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 14.03 .00 VENDOR TOTAL * 0000022 00 T-MOBILE USA, INC.

 0000022
 00
 T-MOBILE USA, INC.

 979581282
 1223
 006240
 00
 01/11/2024
 001-1120-411.40-03
 MONTHLY BILLING

 979581282
 1223
 006241
 00
 01/11/2024
 001-1140-411.40-03
 MONTHLY BILLING

 979581282
 1223
 006255
 00
 01/11/2024
 001-1305-413.40-03
 MONTHLY BILLING

 979581282
 1223
 006259
 00
 01/11/2024
 001-3110-431.40-03
 MONTHLY BILLING

 979581282
 1223
 006261
 00
 01/11/2024
 001-3130-431.40-03
 MONTHLY BILLING

 979581282
 1223
 006260
 00
 01/11/2024
 001-6105-461.40-03
 MONTHLY BILLING

 979581282
 1223
 006257
 00
 01/11/2024
 001-6120-461.40-03
 MONTHLY BILLING

 979581282
 1223
 006244
 00
 01/11/2024
 001-7110-471.40-03
 MONTHLY BILLING

 979581282
 1223
 006245
 00
 01/11/2024
 501-4110-441.40-03
 MONTHLY BILLING

 979581282
 1223
 006246
 00
 01/11/2024
 501-4120-441.40-03
 MONTHLY BILLING EFT: 90.75
EFT: 50.52
EFT: 40.23
EFT: 40.23
EFT: 308.00
EFT: 1,559.90
EFT: 181.77
EFT: 305.20
EFT: 40.23
EFT: 123.20
EFT: 120.69

6

PAGE

PREPARED 01/11/2024,10:01:48 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/11/2024 PAYMENT DATE: 01/11/2024

CITY OF	GARDNER	I
4		

EFT, EPAY OR

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000022 00 T-MOBILE USA, INC.

 0000022
 00
 T-MOBILE USA, INC.

 979581282
 1223
 006253
 00
 01/11/2024
 521-4210-442.40-03
 MONTHLY BILLING

 979581282
 1223
 006254
 00
 01/11/2024
 521-4220-442.40-03
 MONTHLY BILLING

 979581282
 1223
 006252
 00
 01/11/2024
 521-4230-442.40-03
 MONTHLY BILLING

 979581282
 1223
 006249
 00
 01/11/2024
 531-4310-443.40-03
 MONTHLY BILLING

 979581282
 1223
 006251
 00
 01/11/2024
 531-4330-443.40-03
 MONTHLY BILLING

 979581282
 1223
 006250
 00
 01/11/2024
 531-4330-443.40-03
 MONTHLY BILLING

 979581282
 1223
 006242
 00
 01/11/2024
 601-1230-412.40-03
 MONTHLY BILLING

 979581282
 1223
 006256
 00
 01/11/2024
 602-1340-413.40-03
 MONTHLY BILLING

 979581282
 1223
 006263
 00
 01/11/2024
 604-1320-413.40-03
 MONTHLY BILLING

 979581282
 1223
 006262
 00
 01/11/2024
 605-3116-431.40-03
 MONTHLY BILLING EFT: 80.40 EFT: 203.66 EFT: 143.31 40.23 EFT: EFT: EFT: EFT: EFT: EFT: EFT: 120.69 143.32 40.23 213.95 50.52 80.46 61.60 .00 4,406.24 VENDOR TOTAL * 0003962 00 TRANSLATIONPERFECT.COM 11283 006803 00 01/11/2024 001-1330-413.31-15 INTERPRETER 11399 006804 00 01/11/2024 001-1330-413.31-15 INTERPRETER EFT: EFT: 219.00 221.60 .00 440.60 VENDOR TOTAL * 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 .00 700.00 VENDOR TOTAL * HAND ISSUED TOTAL *** 287.91 EFT/EPAY TOTAL *** 276,085.42

1

PAGE

PREPARED 01/18/2024, 9:51:07 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT 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 ACCOUNTEMPS EFT: 1,185.00 63050517 000026 00 01/18/2024 001-1330-413.31-15 COURT TEMP 1,185.00 .00 VENDOR TOTAL * 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 EFT: 405,764.00 PI0037 008165 00 01/03/2024 501-4130-441.61-09 2024/M2-106 TRK #413 8404575 .00 405,764.00 VENDOR TOTAL * 0000566 00 AMERICAN TOPSOIL, INC. 139515 006812 00 01/18/2024 501-4130-441.52-12 4 CY PULV 139502 006811 00 01/18/2024 521-4230-442.52-12 6 CY PULV EFT: 151.17 EFT: 210.00 00 01/18/2024 521-4230-442.52-12 6 CY PULV .00 361.17 VENDOR TOTAL * 0001986 00 ANIXTER, INC. 5531954-01 006813 00 01/18/2024 501-4130-441.52-31 1/0 PRIMARY ELBOW 5895750-00 006814 00 01/18/2024 501-4130-441.52-25 STREET LIGHT POLE 5788291-00 006849 00 01/18/2024 501-4130-441.52-31 4/0 PRIMARY ELBOW EFT: 373.86 EFT: 3,909.90 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 7589-01162024 000072 00 01/18/2024 501-4110-441.40-03 ANSWERING SERVICE FOR 7589-01162024 000072 00 01/18/2024 521-4230-442.31-15 ANSWERING SERVICE FOR 7589-12162023 006851 00 01/18/2024 521-4230-442.31-15 ANSWERING SERVICE FOR 7589-01162024 000072 00 01/18/2024 531-4330-443.31-15 ANSWERING SERVICE FOR 7589-12162023 006851 00 01/18/2024 531-4330-443.31-15 ANSWERING SERVICE FOR 7589-12162023 006851 00 01/18/2024 531-4330-443.31-15 ANSWERING SERVICE FOR EFT: EFT: EFT: EFT: EFT: 194.11 217.47 14.10 37.48 14.10 37.48 .00 VENDOR TOTAL * 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 2,061.59 01082024 006848 00 01/18/2024 001-2110-421.40-03 DEPT CELL PHONES 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

EXPENDITURE APPROVAL LIST

PAGE

AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

CITY OF GARDNER

PROGRAM: GM339L

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 0099999 00 BELFIELD, JON & FONDA VENDOR TOTAL * 151.55 0003373 00 BORJAS, REUBEN 2024 WW CONF 000073 00 01/18/2024 521-4230-442.46-01 PER DIEM 296.70 VENDOR TOTAL * 296.70 0002494 00 BRET'S AUTOWORKS 51028 006815 00 01/18/2024 001-2120-421.43-05 REPLACE CATALYTIC CONVERT EFT: 2,988.29 .00 2,988.29 VENDOR TOTAL * 0005293 00 BRIGHTSPEED 313014430 0124 000072 00 01/18/2024 521-4220-442.40-03 TELEPHONE - WTP : 773 352.85 352.85 VENDOR TOTAL * .00 0000347 00 BURNS & MCDONNELL PI0028 008485 00 01/12/2024 130-3130-431.62-04 PROFESSIONAL SERVICES EFT: 12,387.48 163971-1 .00 12,387.48 VENDOR TOTAL * 0004114 00 CHAFFEE LOK-PRO 000028 00 01/18/2024 603-3150-431.43-01 REPAIR DOOR & INSTALL EFT: 225.00 5887 VENDOR TOTAL * .00 225.00 0003512 00 CHALLENGER TEAMWEAR LLC 1210895-IN 006846 00 01/18/2024 001-6110-461.47-53 YOUTH FLAG FB JERSEY 1210009-IN 006846 00 01/18/2024 001-6110-461.47-53 YOUTH SOCCER JERSEY EFT: EFT: 11.20 00 01/18/2024 001-6110-461.47-53 YOUTH SOCCER JERSEY 10.50 21.70 .00 VENDOR TOTAL * 0005198 00 CHARTER COMMUNICATIONS 0108210010424 000071 00 01/18/2024 602-1340-413.47-05 MONTHLY BILLING EFT: 42.74 VENDOR TOTAL * .00 42.74 0004817 00 CONVERGEONE, INC 3497516 PI0040 008463 00 01/10/2024 602-1340-413.47-05 NOV MONTHLY BILLING EFT: 2,905.80 EFT: 2,905.80 3497544 PI0041 008463 00 01/10/2024 602-1340-413.47-05 DEC MONTHLY BILLING VENDOR TOTAL * .00 5,811.60 0099999 00 CUNDIFF, DESTINEE 000070103 UT 00 01/04/2024 501-0000-229.00-00 FINAL BILL REFUND 28.09 VENDOR TOTAL * 28.09 00 DATCO, INC 0001557 214415 000047 00 01/18/2024 001-2120-421.53-02 UNIFORMS 27.00 VENDOR TOTAL * 27.00 0005113 00 DENALI WATER SOLUTIONS, LLC PI0027 008481 00 01/09/2024 521-4220-442.31-15 SLUDGE REMOVAL EAST POND INV707547 EFT: 64,850.00 .00 64,850.00 VENDOR TOTAL * 0004959 00 DIGITAL ERTH CONSULTING LLC

PAGE

3

PREPARED 01/18/2024, 9:51:07 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024
CLTY OF GARDNER CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT EFT: 3,570.00 VENDOR TOTAL * .00 3,570.00 0003481 00 DPC INDUSTRIES INC EFT: 817003428-23 006817 00 01/18/2024 521-4220-442.52-13 CHLORINE 2,140.40 2,140.40 .00 VENDOR TOTAL * 0005211 00 EASY ICE, LLC 01158829 000031 00 01/18/2024 001-3120-431.44-02 ICE MACHINE RENTAL 01158829 000029 00 01/18/2024 521-4230-442.44-02 ICE MACHINE RENTAL 01158829 000030 00 01/18/2024 531-4330-443.44-02 ICE MACHINE RENTAL EFT: EFT: EFT: 34.34 34.35 34.35 .00 103.04 VENDOR TOTAL * 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 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 0000088 00 GARDNER ANIMAL HOSPITAL, P.A. INC. VENDOR TOTAL * .00 125.00 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. 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 .00 23,175.00 VENDOR TOTAL * 0000181 00 GRAINGER
9787128165 006826 00 01/18/2024 001-6120-461.52-01 PEDESTAL GRILL EFT:
9883412604 006827 00 01/18/2024 001-6120-461.52-02 SMALL TOOLS EFT:
9883412620 006828 00 01/18/2024 001-6120-461.52-02 SMALL TOOLS EFT:
9948552139 000034 00 01/18/2024 501-4120-441.52-12 PAINTING & MISC SUPPLIES EFT:
9949343090 000036 00 01/18/2024 501-4120-441.52-12 STEEL STAMP SET EFT:
9949343090 000036 00 01/18/2024 501-4120-441.52-12 GLASS ROD KIT EFT: 0000181 00 GRAINGER 1,199.06 17.60 23.31 75.11 160.08 242.00

PREPARED 01/18/2024, 9:51:07 EXPENDITURE APPROVAL LIST PAGE 4
PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024
CITY OF GARDNER

PROGE	RAM	: GM339L
CTTV	$\cap \mathbb{F}$	CADDMED

PROGI	RAS:	GM339L	
CITY	OF	GARDNER	

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT 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

 .00 1,797.08 VENDOR TOTAL * 0001840 00 GT DISTRIBUTORS INC UNIV0036094 006818 00 01/18/2024 001-2120-421.53-02 L/S SHIRTS
INV0983123 000037 00 01/18/2024 001-2120-421.53-02 UNIFORMS
UNIV0036445 006848 00 01/18/2024 001-2120-421.53-02 UNIFORMS
UNIV0036100 006848 00 01/18/2024 001-2120-421.53-02 UNIFORMS EFT: 93.60 EFT: 82.09 EFT: 26.63 EFT: 126.00 .00 328.32 VENDOR TOTAL * 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 1,087.00 01172024 006850 00 01/18/2024 130-3130-431.62-04 REPAIR LANDSCAPE VENDOR TOTAL * 1,087.00
0000565 00 JOHNSON & WYANDOTTE COUNTY COUNCIL
12202023 006010 00 07777777 006819 00 01/18/2024 001-1110-411.46-02 HOLIDAY SOCIAL TICKETS 160.00 12202023 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 *
0000421 00 KANSAS MUNICIPAL UTILITIES, INC.
18653 000040 00 01/10/0007 400.00 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. VENDOR TOTAL * .00 1,003.20 0000332 00 KANSAS STATE TREASURER

5

PAGE

PREPARED 01/18/2024, 9:51:07 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

PROGRAM: GM339L	AS OF: 01/18/2024	PAYMENT DATE: 01/18/202
CITY OF GARDNER		

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT ______ 0000332 00 KANSAS STATE TREASURER 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 .00 1,814.00 VENDOR TOTAL * 0003513 00 KMEA- DOGWOOD DOGW-GR-2024-02006847 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 #: 112 50,470.67 50,470.67 .00 VENDOR TOTAL * 0005437 00 KPERS 3RD PARTY WAR 1739617 000050 00 01/16/2024 001-1330-413.31-15 3RD PARTY WAR - EC CHECK #: 135 87.56 .00 87.56 VENDOR TOTAL * 0002490 00 KPF 0002490 00 KPF 1739104 000051 00 01/11/2024 721-0000-202.03-02 011124 PAY PERIOD CHECK #: 113 44,552.21 44,552.21 VENDOR TOTAL * .00 00 KRONOS SAASHR, INC 0004769 000041 00 01/18/2024 602-1340-413.47-05 UKG READY HR, TIME & EFT: 1,705.70 12188611 VENDOR TOTAL * .00 1,705.70 00 LEGAL RECORD, THE 0004949 EFT: 9.09
EFT: 9.09
EFT: 6.82
EFT: 6.82
EFT: 6.82 L16192 006849 00 01/18/2024 001-1150-411.47-01 ORDINANCE SUMMARY
L16193 006849 00 01/18/2024 001-1150-411.47-01 ORDINANCE SUMMARY
L16194 006849 00 01/18/2024 001-1150-411.47-01 ORDINANCE SUMMARY
L16364 000048 00 01/18/2024 001-1150-411.47-01 ORDINANCE SUMMARY
L16365 000048 00 01/18/2024 001-1150-411.47-01 ORDINANCE SUMMARY VENDOR TOTAL * .00 38.64 0005186 00 LINDE GAS & EQUIPMENT

EXPENDITURE APPROVAL LIST

PAGE

AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

PROGRAM: GM339L CITY OF GARDNER

311110111							
		BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION			EFT, EPAY OR HAND-ISSUED AMOUNT
00	LINDE GAS &	EQUIPMENT					
	006830		001-6120-461.44-02	TORCHES		EFT:	41.50
0.0	. 0320 DILLI DEL	22 7372		VENDOR TOTAL *		.00	41.50
00	PI0029 008345 PI0030 008345	5 00 12/31/2023 5 00 12/31/2023	521-4240-442.61-03	UTILITIES BUILDING		EFT: EFT: EFT:	11,490.85 5,745.42 5,745.43
				VENDOR TOTAL *		.00	22,981.70
00 CONF	MANES, TED 000073	00 01/18/2024	521-4230-442.46-01	PER DIEM	2	96.70	
				VENDOR TOTAL *	2	96.70	
00	MARVINS TOW 000042 000043	00 01/18/2024	001-3120-431.52-16			EFT: EFT:	400.00 250.00
				VENDOR TOTAL *		.00	650.00
00	MAXIMUM LAWN		001-2110-421.31-15	SNOW REMOVAL & ICE MELT		EFT:	3,182.50
				VENDOR TOTAL *		.00	3,182.50
00 12.31				FY 23-24 P&L CONTRIBUTION		EFT:	348,745.00
				VENDOR TOTAL *		.00	348,745.00
00	MISSION COMN 000047			ALARM SERVICE ANNUAL FEES		EFT:	2,085.00
				VENDOR TOTAL *		.00	2,085.00
00	MISSIONSQUAF 000054 000055	RE RETIREMENT 00 01/10/2024 00 01/10/2024	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: CHECK #:	101 101	10,578.74 281.95
				VENDOR TOTAL *		.00	10,860.69
00	MUNICIPAL H2	20 00 01/18/2024	521-4220-442.31-15	ANNUAL EPA RMP COMPLIANCE		EFT:	4,200.00
				VENDOR TOTAL *		.00	4,200.00
00 1	OLATHE WINWA	ATER WORKS 00 01/18/2024	521-4230-442.52-12	FITTINGS		EFT:	2,080.00
				VENDOR TOTAL *		.00	2,080.00
00			501-4140-441.61-01	SUBSTATION 4 PRELIM DESIG		EFT:	950.00
				VENDOR TOTAL *		.00	950.00
00	OTTAWA COOP 006831	48430 00 01/18/2024	001-3120-431.52-09	DYED DIESEL		EFT:	332.97
1	00 00 00 00 00 00 00 00 00 00 00 00 00	00 LINDE GAS & 006830 00 LOYD BUILDEF P10029 008345 P10030 008345 P10031 008345 P10031 008345 P10031 008345 P100073 00 MANES, TED 000043 00 MAXIMUM LAWN 000047 00 MIDWEST PUBI P10042 008487 P10042 008487 P10042 008487 P1000055 00 MISSION COMM 000055 00 MUNICIPAL H2 000044 00 OLATHE WINWA 000048 00 OLSSON, INC. P10039 008448	VOUCHER P.O. BNK CHECK/DUE NO NO DATE OU LINDE GAS & EQUIPMENT 006830 001/18/2024 OU LOYD BUILDERS INC PI0029 008345 00 12/31/2023 PI0030 008345 00 12/31/2023 PI0031 008345 00 12/31/2023 PI0031 008345 00 12/31/2023 OU MANES, TED CONF 000073 00 01/18/2024 OU MARVINS TOW SERVICE, INC-OLD 00042 00 01/18/2024 OU MAXIMUM LAWN CARE 000047 00 01/18/2024 OU MIDWEST PUBLIC RISK- PL DEDU PLOW 12.31 PI0042 008487 00 05/12/2023 OU MISSION COMMUNICATIONS, LLC 000047 00 01/18/2024 OU MISSIONSQUARE RETIREMENT 000054 00 01/10/2024 OU MISSIONSQUARE RETIREMENT 000054 00 01/10/2024 OU MISSIONSQUARE RETIREMENT 000055 00 01/10/2024 OU MUNICIPAL H2O 0001/18/2024 OU OLSSON, INC. PI0039 008448 00 01/10/2024	VOUCHER P.O. BNK CHECK/DUE NO NO NO DATE NO NO NO DATE NO NO NO DATE NO NO NO DATE NO NO NO DATE NO NO NO DATE NO NO NO DATE NO NO DATE NO NO DATE NO NO NO DATE NO NO N	VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM DESCRIPTION	VOUCHER P.O. DATE NO DATE NO DESCRIPTION AME	VOICHER P.O. SMK CHECK/DUE ACCUINT ITEM CHECK SUIP AND DESCRIPTION AMOUNT DESCRIPTION A

EXPENDITURE APPROVAL LIST

7

899.00

899.00

643.00

60.00

EFT:

EFT:

EFT:

EFT:

PAGE

PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

00 01/18/2024 001-1310-413.46-01 SUPERION LLC

00 01/18/2024 001-1310-413.46-01 SUPERION LLC

00 01/18/2024 001-2110-421.31-15 SQ BROCKMAN LANDSCAPE &

00 01/18/2024 001-2110-421.52-20 TJM PROMOS

CITY OF GARDNER

12/2023

12/2023

12/2023

12/2023

006896

006897

006906

006907

			. 				
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005248 094796	00	OTTAWA COOP 006832		001-3120-431.52-09		EFT	: 352.64
		00000	00 01, 11, 11	001 0110 111111		.00	
0005440	0.0	PACE SYSTEMS	S. INC		VENDOR TOTAL *	.00	685.61
GAR2023112				001-2110-421.31-15	SCHEDULING SOFTWARE	EFT	2,240.00
					VENDOR TOTAL *	.00	2,240.00
0001569 INV0514419		PAYCOR, INC 000053	00 01/15/2024	001-1310-413 31-15	PAYROLL SERVICES	CHECK #: 10	7 708.89
11110031111	, ,	000033	00 01/13/2021	001 1310 113.31 13			
0000198	0.0	OIIXI TTV DEED	RIGERATION, INC.		VENDOR TOTAL *	.00	708.89
15509	00	006847	00 01/18/2024	001-6110-461.52-20	WINTERIZE ICE MACHINE	EFT	: 197.50
					VENDOR TOTAL *	.00	197.50
0099999 000070161	00	RUSSOW, JERE UT	MY 00 01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	62.35	
000070101		O1	00 01/01/2021	301 0000 223.00 00			
0004830	00	SECURITY BAN	מעטאסט עבאייניס		VENDOR TOTAL *		
12/2023	00	006856	00 01/18/2024	001_1110_411 54_51	TOUNGON COUNTY FOUTDMENT	ਦ ਦਾ	: 120.00
12/2023			00 01/18/2024	001 1110 411.54 51	SO IN FILL BLOOM FLORIST	12 T	: 307.99
12/2023			00 01/18/2024	001-1110-411.54-51	DOING CIENNEDS #87	pp. 121. 1	: 68.63
12/2023		006861	00 01/18/2024	001-1120-411.52-20	AMAN WALD IIG LOUS 20073		: 339.98
12/2023 $12/2023$		006862	00 01/18/2024	001-1120-411.54-51	DDOMETRIC EVAN FEE	EF 1	÷ 674.00
12/2023 $12/2023$		006866	00 01/18/2024	001-1120-411.40-02	INCOMEDED OF COM	EF 1	÷ 536.64
12/2023 $12/2023$		006867	00 01/18/2024	001-1120-411.54-51	HOMEDEPOI.COM	E T 1	: 128.36
12/2023 $12/2023$		006868	00 01/18/2024	001-1120-411.54-51	CD TIMEDEDDOOEDODTDA	E T 1	: 120.00
12/2023 $12/2023$			00 01/18/2024	001-1120-411.54-51	SP IIMEREPROOFPORIKA	다. 	: 735.00
12/2023		006870	00 01/18/2024	001-1120-411.54-51	DOCTITIVE DROMOTIONS		: 191.80
12/2023 $12/2023$		006870	00 01/18/2024	001-1120-411.54-51	JOHNSON COUNTY EQUIPMENT SQ IN FULL BLOOM FLORIST PRIDE CLEANERS #87 AMZN MKTP US TQ03590A3 PROMETRIC EXAM FEE HOMEDEPOT.COM CUSTOMINK LLC SP TIMEREPROOFPORTRA SQ SUGAR MAMMA SWEETS POSITIVE PROMOTIONS OTC BRANDS INC	EFT	: 299.90
12/2023		006872	00 01/18/2024	001-1120-411.54-51	AMZN MKTP US TS8TM19H2	EFT	200.00
12/2023		006858	00 01/18/2024	001-1130-411.31-15	CANVA I03993-1649525	EFT	
12/2023		006864	00 01/18/2024	001-1130-411.31-15	4IMPRINT INC	EFT	
12/2023		006865	00 01/18/2024	001-1130-411.31-15	4IMPRINT INC	EFT	
12/2023		006871	00 01/18/2024	001-1130-411.31-15	CUSTOMINK LLC	EFT	
12/2023		006873	00 01/18/2024	001-1130-411.31-15	AMZN MKTP US A33RR2V53	EFT	
12/2023		006854	00 01/18/2024	001-1140-411.46-01	PRICE CHOPPER #117	EFT	
12/2023		006859	00 01/18/2024	001-1140-411.46-01	WAL-MART #4475	EFT	
12/2023		006860	00 01/18/2024	001-1140-411.46-01	AMZN MKTP US 650869SD3	EFT	
12/2023		006863	00 01/18/2024	001-1140-411.46-01	PRICE CHOPPER #117	EFT	
12/2023		006878	00 01/18/2024	001-1140-411.46-01	WM SUPERCENTER #242	EFT	
12/2023		006879	00 01/18/2024	001-1140-411.52-20	STAPLS762065070000001	EFT	
12/2023		006880	00 01/18/2024	001-1140-411.52-20	SQ A BLOSSOM FOR EVERY O	EFT	
12/2023		006881	00 01/18/2024	001-1140-411.52-20	PRICE CHOPPER #117	EFT	
1 2 / 2 0 2 2		006006	00 01/10/2024	001 1210 412 46 01	CIIDEDION IIC	ਧਾਰਤ	• 000 00

PREPARED 01/18/2024, 9:51:07 EXPENDITURE APPROVAL LIST
PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

CITY OF GARDNER

VEND NO INVOICE	SEQ# VENDOR NAME VOUCHER P.O.			ITEM	CHECK	EFT, EPAY OF
NO 	NO NO	DATE 	NO 	DESCRIPTION	AMOUNT	AMOUNT
0004830	00 SECURITY BAN	IKCARD 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	WAL-MART #5307 WM SUPERCENTER #5307	EFT:	228.01
12/2023	006911	00 01/18/2024	001-2110-421.52-20	AMZN MKTP US 9C9AV04O3	EFT:	22.97
12/2023	006915	00 01/18/2024	001-2110-421.52-20		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		EFT:	70.00
12/2023	006946	00 01/18/2024	001-2110-421.52-20	~	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		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		EFT:	495.00
12/2023	006918	00 01/18/2024	001-2120-421.46-01		EFT:	50.00
12/2023	006932	00 01/18/2024		AMZN MKTP US E99RT5J93	EFT:	129.00
12/2023	006935	00 01/18/2024	001-2120-421.52-20		EFT:	949.51
12/2023	006936	00 01/18/2024		AMZN MKTP US D966M12G3	EFT:	179.00
12/2023 12/2023	006938 006939	00 01/18/2024 00 01/18/2024		QUALIFICATION TARGETS INC AMAZON.COM DX40J1YF3	EFT:	481.91
12/2023	006940	00 01/18/2024	001-2120-421.52-20		EFT: EFT:	115.98 58.57
12/2023	006940	00 01/18/2024	001-2120-421.52-20		EFT:	119.33
12/2023	006941	00 01/18/2024	001-2120-421.53-02		EFT:	181.43
12/2023	006943	00 01/18/2024	001-2120-421.52-20		EFT:	32.77
12/2023	006944	00 01/18/2024	001-2120-421.32-20		EFT:	250.00
12/2023	006945	00 01/18/2024	001-2120-421.46-01		EFT:	250.00
12/2023	006923	00 01/18/2024	001-2130-421.46-01		EFT:	200.00
12/2023	006948	00 01/18/2024	001-3110-431.46-01		EFT:	899.00
12/2023	006955	00 01/18/2024	001-3120-431.52-16		EFT:	105.82
12/2023	006956	00 01/18/2024	001-3120-431.52-16		EFT:	113.31
12/2023	006968	00 01/18/2024		AMZN MKTP US 7Y8IQ4MP3	EFT:	35.58
12/2023	006978	00 01/18/2024	001-3120-431.52-13		EFT:	22.99
12/2023	006979	00 01/18/2024	001-3120-431.52-02		EFT:	81.59
12/2023	006980	00 01/18/2024	001-3120-431.52-02		EFT:	35.99

PAGE

8

EXPENDITURE APPROVAL LIST

PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024 CITY OF GARDNER

 VEND NO INVOICE NO	SEQ# VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00 SECURITY BAN	IKCARD 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		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		EFT:	157.24
12/2023	007108	00 01/18/2024	001-6120-461.52-01		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

PAGE

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

12/2023

007049

007050

007051

007052

007053

007054

007055

007056

007057

007058

007059

006961

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

00 01/18/2024

EXPENDITURE APPROVAL LIST

10

218.94-

199.95

206.51

83.72

83.72

93.40

492.79

40.00

660.00

970.00

13.86

52.00

EFT:

PAGE

PROGRAM: CITY OF G				AS OF	F: 01/18/2024 PAYMENT DAT	E: 01/18/2024	
VEND NO INVOICE NO		VENDOR NAME JOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BAN	JKCARD 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		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	••	EFT:	34.19
12/2023		007136	00 01/18/2024	001-7120-471.53-02		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		EFT:	22.09
12/2023		007028	00 01/18/2024	501-4130-441.52-20		EFT:	52.45
12/2023		007029	00 01/18/2024	501-4130-441.52-20		EFT:	41.89
12/2023		007039	00 01/18/2024	501-4130-441.52-12		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		EFT:	83.43
12/2023		007042	00 01/18/2024		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 9037D1YL3	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

521-4220-442.52-20 BATTERIES+BULBS #259

521-4220-442.47-04 THE UPS STORE 5784

521-4220-442.47-04 THE UPS STORE 5784

521-4220-442.47-04 THE UPS STORE 5784

521-4220-442.52-20 THE HOME DEPOT #2218

521-4230-442.43-05 WESTLAKE HARDWARE #179

521-4220-442.52-12 REEVES-WIEDEMAN - OLATHE

521-4220-442.52-12 HARRINGTON IND PLASTICS

521-4220-442.31-15 IN ACCURATE ENVIRONMENTA

521-4220-442.31-15 IN ACCURATE ENVIRONMENTA

521-4220-442.31-15 IN ACCURATE ENVIRONMENTA

BATTERIES+BULBS #259

521-4220-442.52-20

EXPENDITURE APPROVAL LIST

PAGE

11

590.00

47.71

EFT:

EFT:

PROGRAM: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

00 01/18/2024 601-1230-412.46-01 LA CARRETA

00 01/18/2024 601-1230-412.46-01 PRICE CHOPPER #117

111001	(7 71.1 •	CITIO
CITY	OF	GARDNER

12/2023

12/2023

006891

006892

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
NO	NO NO	DAIE	NO 	DESCRIPTION	AMOUNI	AMOUNT
0004830	00 SECURITY BAN	NKCARD 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		EFT:	171.97
12/2023	007066	00 01/18/2024	521-4230-442.46-01		EFT:	72.97
12/2023	007068	00 01/18/2024	521-4230-442.61-04		EFT:	123.20
12/2023	007069	00 01/18/2024	521-4230-442.52-02		EFT:	104.94
12/2023	007070	00 01/18/2024	521-4230-442.52-02		EFT:	51.96
12/2023	007071	00 01/18/2024	521-4230-442.52-20		EFT:	20.97
12/2023	007072	00 01/18/2024	521-4230-442.53-02		EFT:	.99
12/2023	007073	00 01/18/2024	531-4320-443.47-04		EFT:	416.06
12/2023	007074	00 01/18/2024	531-4320-443.53-02		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		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 BS5TP2113	EFT:	35.67
12/2023	007085	00 01/18/2024	531-4320-443.52-20	AMZN MKIP OS KOSOTOOWS	₽£ T •	16.99
12/2023	007086	00 01/18/2024	531-4320-443.46-02		EFT:	35.00
12/2023	007060	00 01/18/2024	531-4330-443.52-12		EFT:	35.90
12/2023 12/2023	007061 007062	00 01/18/2024 00 01/18/2024	531-4330-443.52-20 531-4330-443.52-20		EFT:	85.00
12/2023 $12/2023$	007062	00 01/18/2024	531-4330-443.52-20		EFT:	26.99
		00 01/18/2024			EFT:	11.94
12/2023 12/2023	007065 007067	00 01/18/2024	531-4330-443.52-20		EFT:	7.99
12/2023 $12/2023$	007067	00 01/18/2024	531-4330-443.52-02 551-4520-445.43-02		EFT: EFT:	68.97 11.99
12/2023	006984	00 01/18/2024	551-4520-445.43-03		EFT:	192.45
12/2023 $12/2023$	006985	00 01/18/2024	551-4520-445.43-03		EFT:	59.99
12/2023 $12/2023$	006990	00 01/18/2024	551-4520-445.43-03		EFT:	8.56
12/2023	006991	00 01/18/2024	551-4520-445.43-03		EFT:	14.26
12/2023	006992	00 01/18/2024	551-4520-445.43-03	•••	EFT:	52.48
12/2023	007087	00 01/18/2024	551-4520-445.43-01		EFT:	38.35
12/2023	006857	00 01/18/2024	601-1230-412.31-15		EFT:	37.98
12/2023	006874	00 01/18/2024	601-1230-412.31-15		EFT:	267.40
12/2023	006875	00 01/18/2021	601-1230-412.31-15		EFT:	68.15
12/2023	006882	00 01/18/2021	601-1230-412.52-20		EFT:	44.08
12/2023	006883	00 01/18/2024	601-1230-412.52-20		EFT:	15.40
12/2023	006884	00 01/18/2021	601-1230-412.46-01		EFT:	39.72
12/2023	006885	00 01/18/2021	601-1230-412.31-15	~	EFT:	40.50
12/2023	006886	00 01/18/2024	601-1230-412.46-01		EFT:	50.00
12/2023	006887	00 01/18/2024	601-1230-412.46-01		EFT:	15.00
12/2023	006888	00 01/18/2024	601-1230-412.46-01		EFT:	133.69
12/2023	006889	00 01/18/2024	601-1230-412.46-01		EFT:	12.74
12/2023	006890	00 01/18/2024	601-1230-412.46-01		EFT:	25.00
12/2023	000000	00 01/10/2021	601 1230 112.10 01			EQO 00

PREPARED 01/18/2024, 9:51:07	EXPENDITURE APPROVAL LIST	PAGE	12
PROGRAM: GM339L	AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024		
CITY OF GARDNER			

VEND NO SEQ# VENDOR NAME VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT | COUNTY | C 0004830 00 SECURITY BANKCARD CENTER

0000026

633665

EXPENDITURE APPROVAL LIST

PAGE

.00

EFT:

1,939.45

7,857.50

13

4: GM339L AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

00 01/18/2024 001-3120-431.31-15 PW LOCATING SERVICE

PROGRAM: GM339L CITY OF GARDNER

00 USIC LOCATING SERVICES

006838

CITY OF G	ARDNE	K 					
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BAN	IKCARD 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 006975	00 01/18/2024 00 01/18/2024	605-3116-431.52-04	OREILLY 354	EFT:	30.36
12/2023 12/2023		006975	00 01/18/2024	605-3116-431.52-04 605-3116-431.52-20	OREILLY 354 OREILLY 354	EFT: EFT:	43.32 27.67
12/2023		006977	00 01/18/2024	605-3116-431.52-20	OREILLY 354	EFT:	37.11
12/2023		007094	00 01/18/2024	702-6110-461.54-52	WAL-MART #5307	EFT:	129.72
0004170	0.0	CHEL MON DIL	T		VENDOR TOTAL *	.00	39,469.14
0004179 01092024	00	SHELTON, BIL	00 01/18/2024	551-4520-445.31-15	SNOW REMOVAL AT AIRPORT	2,090.00	
					VENDOR TOTAL *	2,090.00	
0002247 2800-3	00	SHERWIN WILL 006834	JIAMS- ACCT 6716- 00 01/18/2024	-4600-8 001-6120-461.52-01	GENERAL REPAIRS &	EFT:	11.18
					VENDOR TOTAL *	.00	11.18
0000161 25496	00	SIGN HERE, I 000045	INC. 00 01/18/2024	501-4130-441.52-04	VEHICLE LETTERING #413	EFT:	390.83
					VENDOR TOTAL *	.00	390.83
0004482 400623	00			602-1340-413.47-05	ASP-TECHNICAL-ACCESS FEE	EFT:	9,993.35
					VENDOR TOTAL *	.00	9,993.35
0099999 000058177	00	TEMPLAR, CHA	ARLA J. 00 11/22/2023	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 131835	225.65-
					VENDOR TOTAL *	.00	225.65-
0004635 19947	00	TEST SMARTLY 006833		601-1230-412.31-15	SEASONAL DRUG TESTS	EFT:	50.00
					VENDOR TOTAL *	.00	50.00
0005212 2024 WW C		TIMBLIN, BRI 000073		521-4230-442.46-01	PER DIEM	296.70	
					VENDOR TOTAL *	296.70	
0099999 000068883	00	TUM, ANN UT	00 01/04/2024	501-0000-229.00-00	FINAL BILL REFUND	5.16	
					VENDOR TOTAL *	5.16	
0000238 INV002356		USA BLUE BOC		531-4320-443.52-12	TRANSMITTER CABLE, BEAKER	EFT:	1,939.45
	5.0	500017	55 51,15,2621	232 1320 113.32 12		штт.	± , , , , , ,

VENDOR TOTAL *

EXPENDITURE APPROVAL LIST

PAGE

115,696.87

1,469,976.56

1,651,848.79

14

AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024 PROGRAM: GM339L

CITY OF GARDNER

EFT, EPAY OR
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0000026 00 USIC LOCATING SERVICES
 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
 LOCATES
 EFT:
 30.00

 633667
 006843
 00 01/18/2024
 501-4130-441.40-06
 LOCATES
 EFT:
 405.00

 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

 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
 .00 32,845.00 VENDOR TOTAL * 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 ***

GRAND TOTAL **************

EFT/EPAY TOTAL ***

TOTAL EXPENDITURES **** 66,175.36 1,585,673.43

PREPARED 01/18/2024,13:23:10

EXPENDITURE APPROVAL LIST

AS OF: 01/18/2024 PAYMENT DATE: 01/18/2024

PAGE 1

PROGRAM: GM339L

CITY OF GARDNER

VEND NO INVOICE NO	SEQ#	VENDOR VOUCHER I	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003197 PL20230512	00		C RISK-P & L CO: 00 05/12/2023		FY 23-24 P&L CONTRIBUTION	EFT:	348,745.00
					VENDOR TOTAL * EFT/EPAY TOTAL ***	.00	348,745.00 348,745.00
				GRAND TOTA	TOTAL EXPENDITURES ****	.00	348,745.00 348,745.00

PREPARED 01/25/2024, 9:18:25 EXPENDITURE APPROVAL LIST PAGE 1
PROGRAM: GM339L AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024
CITY OF GARDNER

CTTY	OF	GARDNER

a = m = 7	\sim $-$	~ ~ D D M T D T
$C.T.I.\lambda$	OF.	GARDNEF

VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT 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 .00 124.30 VENDOR TOTAL *

0003515 00 AUGUSTINE EXTERMINATORS INC
2426347 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426345 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426345 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426341 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426344 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426340 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426343 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426342 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426349 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426349 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426346 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL
2426338 000103 00 01/25/2024 603-3150-431.31-15 MONTHLY PEST CONTROL VENDOR TOTAL * EFT: 54.38
EFT: 32.86
EFT: 32.85
EFT: 43.05
EFT: 43.05
EFT: 43.05
EFT: 54.38
EFT: 54.38
EFT: 54.38
EFT: 31.72
EFT: 28.33
EFT: 105.60 .00 512.32 VENDOR TOTAL * 0004465 00 AXON ENTERPRISE, INC. EFT: 24,480.00 INUS216394 PI0050 008488 00 01/01/2024 001-2120-421.52-20 2020 TASER 7 CERTIFICATIO 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 .00 3,499.08 VENDOR TOTAL * 0002847 00 BLACK HILLS ENERGY .00 2,668.84 VENDOR TOTAL * 0005293 00 BRIGHTSPEED

0003716

DP2305365

0000700

01242024 NT

01242024 MW

01242024 SD

01242024 CS

01242024 JS

0099999

00 DATAPROSE

000138

000154

000138

000138

000138

00 FINK, BRADY AND EMILY

00 EKGFOA

EXPENDITURE APPROVAL LIST

PAGE

7,878.83

7,878.83

EFT:

.00

50.00

50.00

50.00

50.00

50.00

250.00

PROGRAM: GM339L AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024

007140 00 01/25/2024 604-1320-413.31-15 MONTHLY BILLING - DEC 23

00 01/25/2024 001-1305-413.46-02 NT 2024 EKGFOA DUES

00 01/25/2024 001-1305-413.46-02 MW 2024 EKGFOA DUES

00 01/25/2024 001-1310-413.46-02 SD 2024 EKGFOA DUES

00 01/25/2024 001-1310-413.46-02 CS 2024 EKGFOA DUES

00 01/25/2024 001-1310-413.46-02 JS 2024 EKGFOA DUES

PROGRAM: G CITY OF GA		₹		AS OF	F: 01/29/2024 PAYMENT DATE: 01/2	25/2024	
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005293	00	BRIGHTSPEED					
320501840			00 01/25/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	42.95
314117591			00 01/25/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	1,628.08
499699484			00 01/25/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	11.96
					VENDOR TOTAL *	.00	2,111.09
0099999	00	CA UNDERGROU		F.0.1 0.0.0 0.0.0 0.0 0.0		221 12	
000072955		UT	00 01/24/2024	501-0000-229.00-00	FINAL BILL REFUND	331.13	
000000	0.0	61 mm 6 1 mm 1 mm 1		a	VENDOR TOTAL *	331.13	
0003080 11103903	00	000083	G & AIR COND SVO 00 01/25/2024		HING DEDAID - WTD	EFT:	382.73
11103903			00 01/25/2024		REPLACE CONTACTORS &	EFT:	1,092.00
					VENDOR TOTAL *	.00	1,474.73
0003532	00	CBIZ BENEFIT	S & INSURANCE S'	VCS INC			,
65648		PI0048 008484	00 01/01/2024	001-1140-411.31-15	BENEFITS CONSULTING SERV	EFT:	8,000.00
					VENDOR TOTAL *	.00	8,000.00
0000429	. 00	CINTAS FIRE		501 4100 441 01 15			00.65
8406608397		007149	00 01/25/2024	501-4130-441.31-15		EFT:	99.67
8406608397		007149	00 01/25/2024	521-4230-442.31-15	FIRST AID CABINET SERVICE	EFT:	179.14
8406608397 8406608397		007149 007149	00 01/25/2024	531-4320-443.31-15	FIRST AID CABINET SERVICE FIRST AID CABINET SERVICE	EFT:	79.28
8406608397		007149	00 01/25/2024	531-4330-443.31-15	FIRST AID CABINET SERVICE	EFT:	179.14
0001842	0.0		TT::		VENDOR TOTAL *	.00	537.23
0001842 CI13	00	CITY OF OLAT 007148	00 01/25/2024	521-4220-442.31-15	DEC 2023 IND FEEC	EFT:	61.00
CI13			00 01/25/2024	531-4320-443.31-15		EFT:	665.00
					VENDOR TOTAL *	.00	726.00
0005431 281584	00	CIVICPLUS PI0047 008475	00 01/22/2024	602-1340-413.47-05	CIVICREC ANNUAL FEE	EFT:	18,894.78
					VENDOR TOTAL *	.00	18,894.78
0099999	00	COURTNIE BET	H CAUDILL		A DIADOIC TOTAL	.00	10,001.70
100805		000075	00 01/25/2024	001-0000-228.30-00	BOND REFUND	500.00	
					VENDOR TOTAL *	500.00	
	~ ~						

VENDOR TOTAL *

VENDOR TOTAL *

				_	-
CTTY	OF	GAR	ZD	N	ΕR

PREPARED 01/25/2024, 9:18:25 EXPENDITURE APPROVAL LIST PAGE 3
PROGRAM: GM339L AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024
CITY OF GARDNER

VEND NO SEQ# VENDOR NAME

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT 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
01-0000274 0124000136 00 01/25/2024 603-3150-431.40-02 TRASH SERVICE 0001101 00 GARDNER DISPOSAL SERVICE, INC. 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 .00 VENDOR TOTAL * 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 15.00 VENDOR TOTAL * .00 2,442.27 0002906 00 HOLOPIREK, ADRAINA 324.08 KRPA CONFERENCE000102 00 01/25/2024 001-6110-461.46-01 PER DIEM VENDOR TOTAL * 324.08 0005013 00 HSA BANK 0005013 00 HSA BANK W514527 000140 00 01/26/2024 001-1140-411.31-15 HSA SERVICE FEE CHECK #: 131 110.25 .00 110.25 VENDOR TOTAL * 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 001-1150-411.21-01 MONTHLY BILLING EFT: 9,363.14
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 001-1310-413.21-01 MONTHLY BILLING EFT: 7,771.16
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 001-2130-421.21-01 MONTHLY BILLING EFT: 980.46
702625786 000121 00 01/25/2024 001-3130-431.21-01 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 001-6105-461.21-01 MONTHLY BILLING EFT: 7,302.00
702625786 000133 00 01/25/2024 001-7110-471.21-01 MONTHLY BILLING EFT: 8,860.82
702625786 000133 00 01/25/2024 001-7110-471.21-01 MONTHLY BILLING EFT: 8,784.78 0005000 00 HUMANA INSURANCE COMPANY

EXPENDITURE APPROVAL LIST

AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024

PAGE

PROGRAM: GM339L CITY OF GARDNER

VEND NO INVOICE NO	~	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005000	00		ANCE 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 702625786		000129 000130	00 01/25/2024 00 01/25/2024	531-4310-443.21-01 531-4320-443.21-01	MONTHLY BILLING MONTHLY BILLING	EFT: EFT:	2,399.70 10,750.70
702625786		000110	00 01/25/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	980.46
702625786		000110	00 01/25/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	898.76
702625786		000135	00 01/25/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	8,784.78
702625786		000113	00 01/25/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	980.46
702625786		000122	00 01/25/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	6,060.36
702625786		000119	00 01/25/2021	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 1101124582	00		IC SECTOR, INC 5 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 WILKIN	ISON		VENDOR TOTAL	.00	1,233.00
KRPA CONFE	RENCI	E000138	00 01/25/2024	001-6110-461.46-01	PER DIEM	335.88	
0000005	0.0	TOT THREE TRA	TO THE		VENDOR TOTAL *	335.88	
0000995 8262668	00	JCI INDUSTRI 007141	00 01/25/2024	521-4220-442.52-12	DIMD VID		359.00
8262734		007141	00 01/25/2024	521-4220-442.52-12	PUMP KIT WATER HARDWARE	EFT: EFT:	2,386.54
0002470	0.0	TODDO			VENDOR TOTAL *	.00	2,745.54
0003478 R22594	00	JCPRD 000086	00 01/25/2024	702-6110-461.54-52	SPECIAL OLYMPICS	40.00	
					VENDOR TOTAL *	40.00	
0000405	00	JOHNSON COUN	ITY GOVERNMENT		,		
214242		007148	00 01/25/2024	603-3150-431.52-01	PAINT DISPOSAL	128.36	
					VENDOR TOTAL *	128.36	
0000300		KANSAS DEPT					
4022-PB2F-			00 01/24/2024			CHECK #: 103	22.35
4022-4BH7- 4022-PB2F-			00 01/24/2024 00 01/24/2024			CHECK #: 103 CHECK #: 103	46,551.21 245.02
					VENDOR TOTAL *	.00	46,818.58
0000679	00		CIPAL JUDGES ASSO		2024 MEMPERSITE DIES	25 00	
01232024		000087	UU U1/25/2U24	001-1330-413.46-02	2024 MEMBERSHIP DUES	25.00	
0000421	00	KANGAG MIINITA	CIPAL UTILITIES,	TNC	VENDOR TOTAL *	25.00	
0000 4 21	00	VAINDAD MONTC	TEAU OIIUIIIED,	TIVC.			

PAGE

5

PREPARED 01/25/2024, 9:18:25

PROGRAM: GM339L

AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024

PROGRAM: GM339L
CITY OF GARDNER

VEND NO SEQ# VENDOR NAME
INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED
NO NO NO DATE NO DESCRIPTION AMOUNT 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 .00 19,866.00 VENDOR TOTAL * 0001446 00 KMEA EMP #1 OPERATING ACCT EFT: 245,247.70-EFT: 236,974.70 EMP1-GD-2023-12000151 00 01/25/2024 501-0000-351.13-00 DOGWOOD ENERGY REVENUE EMP1-GD-2023-12000151 00 01/25/2024 501-4120-441.41-01 KMEA EMP1 - DECEMBER .00 8,273.00-VENDOR TOTAL * 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 59,576.35 704.18 .00 60,280.53 VENDOR TOTAL * 0002490 00 KPF 0002490 00 RFF 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 .00 37,507.54 VENDOR TOTAL * 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 CONFERENCE000100 00 01/25/2024 001-6110-461.46-01 PER DIEM 335.88 VENDOR TOTAL * 335.88 0005186 00 LINDE GAS & EOUIPMENT EFT: 40343576 007143 00 01/25/2024 501-4120-441.44-02 CYLINDER RENTAL 229.57 .00 VENDOR TOTAL * 229.57 00 MAXIMUM LAWN CARE 0000233 000088 00 01/25/2024 001-2110-421.31-15 SNOW REMOVAL-SALT-ICE 17470 EFT: 720.00 VENDOR TOTAL * .00 720.00 0005443 00 MID-AMERICA ECONOMIC DEVELOPMENT CO EFT: 007149 00 01/25/2024 001-7110-471.46-01 MTGS/CONT ED 499.00 03589 .00 VENDOR TOTAL * 499.00 0000375 00 MID-AMERICAN SIGNAL, INC. 000089 00 01/25/2024 001-3120-431.31-15 MOONLIGHT & MAIN EFT: 720.00 24-080 .00 720.00 VENDOR TOTAL * 0005296 00 MISSIONSQUARE RETIREMENT

EXPENDITURE APPROVAL LIST

PAGE

6

	GM339L GARDNER			AS	OF:	01/29/2024	PAYMENT DATE:	01/25/2024
VEND NO	SEQ#	VENDOR 1	iame					

EFT, EPAY OR

INVOICE VOUCHER P.O. BNK CHECK/DUE ACCOUNT ITEM CHECK HAND-ISSUED

NO NO NO DATE NO DESCRIPTION AMOUNT AMOUNT 0005296 00 MISSIONSQUARE RETIREMENT 6263707 000148 00 01/25/2024 721-0000-202.03-04 CONTRIBUTIONS 6263707 000149 00 01/25/2024 721-0000-202.03-14 CONTRIBUTIONS CHECK #: 101 12,105.62 CHECK #: 101 290.40 .00 12,396.02 VENDOR TOTAL * 00 NEXGRID, LLC 0004957 000090 00 01/25/2024 602-1340-413.47-05 ADDITIONAL DATABASE EFT: 275.00 2024000 .00 275.00 VENDOR TOTAL * 0000140 00 OLATHE FORD INC. 76893 007144 00 01/25/2024 501-4120-441.52-04 GEOTAB TELEMATICS EFT: 25.00 .00 25.00 VENDOR TOTAL * 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 00 OLSSON, INC. 0000393 PI0056 008437 00 01/12/2024 501-4140-441.62-15 SUB 1 TRANSFRMR 2 UPGRADE EFT: 20,648.17 484041 VENDOR TOTAL * .00 20,648.17 0000256 00 OTTAWA COOP 48397 EFT: 094762 007148 00 01/25/2024 521-4230-442.52-09 DYED DIESEL 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 .00 4,425.83 VENDOR TOTAL * 0004437 00 PEMBLETON, RAYMOND 12152023 000138 00 01/25/2024 001-2120-421.46-01 PER DIEM 188.80 188.80 VENDOR TOTAL * 00 PINE, KARA 0005308 KRPA CONFERENCE000101 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 .00 1,306.40 VENDOR TOTAL * 0003110 00 REJIS COMMISSION EFT: 523827 000092 00 01/25/2024 001-2110-421.31-15 LEWEB SUBSCRIPTION FEE 93.89 VENDOR TOTAL * .00 93.89 00 RIGHT-WAY JANITORIAL INC 0000946 3083 000137 00 01/25/2024 603-3150-431.42-01 JANITORIAL BILLING - JAN 3083 000137 00 01/25/2024 603-3150-431.42-01 JANITORIAL BILLING - JAN 3083 000137 00 01/25/2024 603-3150-431.42-01 JANITORIAL BILLING - JAN 3083 000137 00 01/25/2024 603-3150-431.42-01 JANITORIAL BILLING - JAN 3083 000137 00 01/25/2024 603-3150-431.42-01 JANITORIAL BILLING - JAN EFT: 2,500.00 EFT: 281.65 EFT: 362.50 EFT: 45.70

EXPENDITURE APPROVAL LIST

7

PAGE

PROGRAM: GM339L AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024

CITY OF GARDNER

							'
VEND NO INVOICE NO		VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
					,	·	
0000946	00		ANITORIAL INC				
3083		000137	00 01/25/2024		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 JANITORIAL BILLING - JAN		100.00
						EFT:	
3083		000137	00 01/25/2024	603-3150-431.42-01	JANITORIAL BILLING - JAN	EFT:	154.65
0004100	0.0	מדיידים מסמום	DECI ON		VENDOR TOTAL *	.00	11,809.65
0004120 GRD110	00		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	Y 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 01/25/2021	001-2110-421.46-05		EFT:	213.92
137107		000094	00 01/25/2024	001-2110-421.46-05		EFT:	70.14
13/10/		000004	00 01/25/2021	001 2110 121.10 05		nr 1 ·	
0002002	0.0		TNIC		VENDOR TOTAL *	.00	522.70
0002903 45748	UU	STRICK & CO, 007146	, INC 00 01/25/2024	117-3130-431 62-07	SURVEY - SANTE FE ST ROW	EFT:	570.00
43/40		00/140	00 01/23/2021	TT1-2T20 42T.07 01	SURVET - SANTE PE ST ROW	пг т .	370.00
0005001	0.0		TMO		VENDOR TOTAL *	.00	570.00
0005001	00	TRANE U.S. I		602 2150 421 42 01	THOMEON CONTROL IN IN CO. CO.	77 TO 10	1 105 00
314254136		000097	00 01/25/2024		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	TRANSLATIONP					
11490		000099	00 01/25/2024	001-1330-413.31-15	INTERPRETER	EFT:	90.00
					VENDOR TOTAL *	.00	90.00
0099999	00	TRAVELERS HA	AVEN 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		23.94	
		-	3 3 3 4 7 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7				
0005005	0.0				VENDOR TOTAL *	71.10	
0005287	_ 00		RITION SERVICES	TOO 6110 461 F4 F0			622
2023240035)	007147	00 01/25/2024	702-6110-461.54-52	HOT DOG LUNCH - GARD GOLD	EFT:	630.00

EXPENDITURE APPROVAL LIST

8

PAGE

591,529.45

PROGRAM: GM339L AS OF: 01/29/2024 PAYMENT DATE: 01/25/2024

CITY	OF	GARDNER

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 ______ 0005287 00 USD 231 NUTRITION SERVICES VENDOR TOTAL * .00 630.00 0005256 00 VOYA BENEFIT STRATEGIES EFT: 86.00 260283 007149 00 01/25/2024 001-1140-411.31-15 DECEMBER 2023 COBRA VENDOR TOTAL * .00 86.00 0005339 00 WARREN PLACE EVENT CENTER, INC 21124 000152 00 01/25/2024 702-6110-461.54-52 GARDNER GOLD GLAM DAY 500.00 VENDOR TOTAL * 500.00 0003221 00 WEX BANK 00 01/25/2024 501-4120-441.52-09 ELECTRIC GENER FUEL
007148 00 01/25/2024 501-4130-441.52-09 ELECTRIC DISTRIB FUEL
007148 00 01/25/2024 521-4220-442.52-09 WATER FUEL
007148 00 01/25/2024 521-4230-442.52-09 LINE MAINT WATER FUEL
007148 00 01/25/2024 531-4320-443.52-09 WASTEWATER FUEL
007148 00 01/25/2024 531-4330-443.52-09 LINE MAINT WASTEWTR FUEL 374.77 EFT: 94405947 EFT: EFT: 1,092.98 94405947 94405947 192.60 EFT: EFT: 1,130.57 94405947 730.81 94405947 489.03 94405947 .00 4,010.76 VENDOR TOTAL * HAND ISSUED TOTAL *** 161,538.75 EFT/EPAY TOTAL *** 407,442.15 TOTAL EXPENDITURES **** 22,548.55 568,980.90

GRAND TOTAL *************

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 ______ day of ______, 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:
ATTEST:	
City Clerk	
(SEAL)	
	ACKNOWLEDGEMENT
STATE OF KANSAS COUNTY OF JOHNSON))ss.)
BE IT REMEMBERED, tha me, the undersigned, a Notai	t on this day of, 2022, before ry Public in and for the County and State aforesaid, came of the CITY OF
GARDNER, and personally known to me to b instrument on behalf of said the same to be the act and de	of the CITY OF , City Clerk of said City, who are the same persons who executed, as such officers, the withing d City, and such persons duly acknowledged the execution of eed of said City.
IN WITNESS WHEREOF, I year first above written.	I have hereunto set my hand and affixed my seal the day and
Notary Public	
My Appointment Expires:	

EXHIBIT "A"

DESCRIPTION:

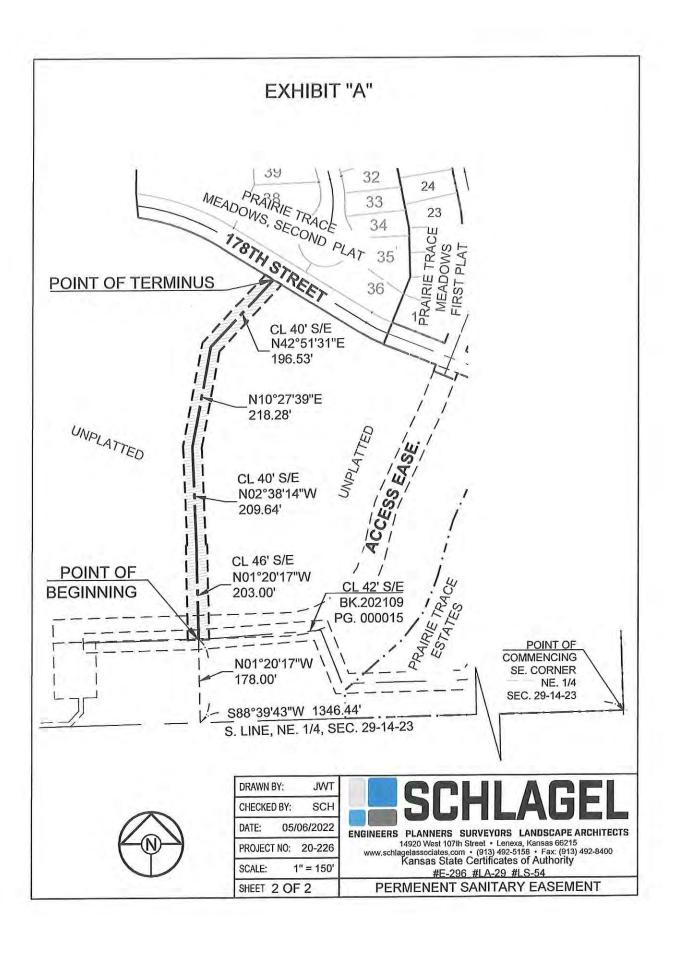
A tract of land varying in width lying in the Northeast One-Quarter of Section 29, Township 14 South, Range 23 East, in the City of Gardner, Johnson County, Kansas, the centerline being more particularly described as follows:

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	== SUNLAUEL
DATE: 05/06/2022	ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
PROJECT NO: 20-226	14920 West 107th Street • Lenexa, Kansas 66215 www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400 Kansas State Certificates of Authority
SCALE:	Kansas State Certificates of Authority #E-296 #LA-29 #LS-54
SHEET 1 OF 2	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 provid 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 # 1 Rear View



Motor Control Center #2 Front View



Motor Control Center # 2 Rear View



PERMANENT SANITARY SEWER EASEMENT

THIS AGREEMENT, made and entered into this day of day of 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)			
	-	1		
BE IT REMEMBERED, tha	t on this	day of	16	, 20 2 7
before me, the undersigned	, a Notary Public in	and for the Co	unty and State a	foresaid,
came Travis Schram, Ma	nager of Grata,	LLC, which is	the manager of	of Grata
Development, LLC, who is	personally known	to me to be	such officer, and	who is
personally known to me to b	e the same person	who executed,	as such officer, th	ne above
and foregoing instrument on	behalf of said comp	pany, and such p	erson duly ackno	wledged
the execution of same to be				

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

MARCIA K. BERGIN My Appointment Expires

February 23, 2024

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, beforme, the undersigned, a Notary Public in and for the County and State aforesaid, came
GARDNER, and, of the CITY O GARDNER, and, City_Clerk of said City, who ar personally known to me to be the same persons who executed, as such officers, the with 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 an 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.

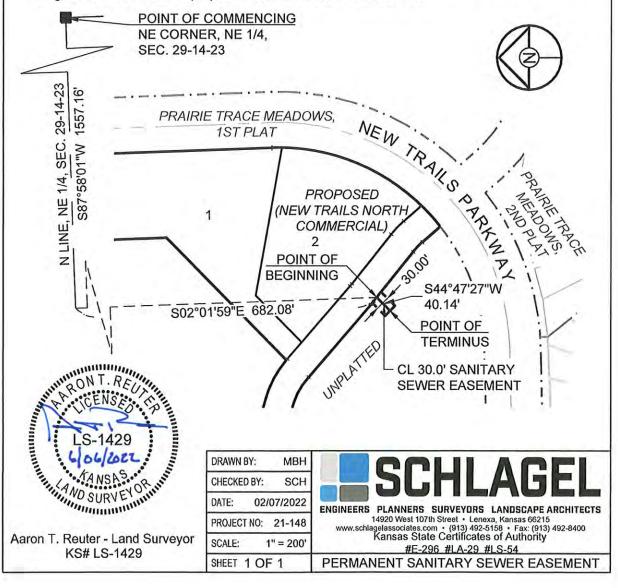


EXHIBIT B PERMANENT SANITARY SEWER EASEMENT

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.

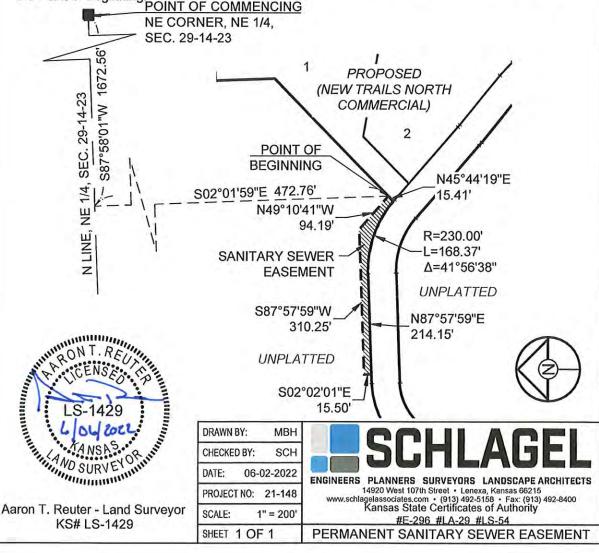


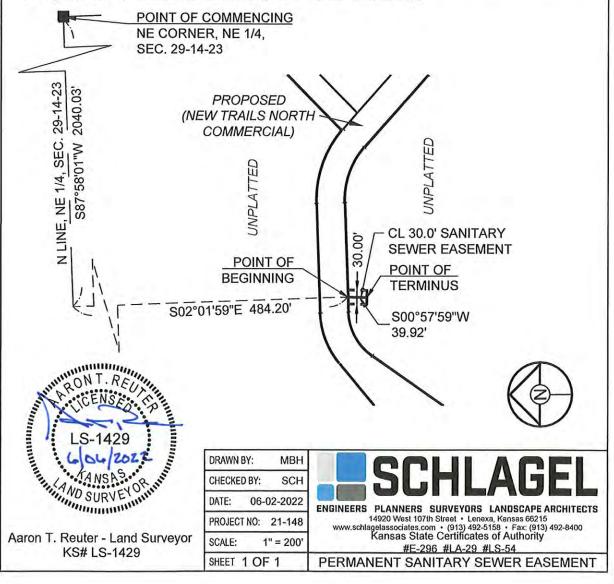
EXHIBIT C PERMANENT SANITARY SEWER EASEMENT

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.



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, 20_ZZ
GRANTOR
Grata Development, LLC
Travis Schram Member
ACKNOWLEDGEMENT
STATE OF KANSAS) SS COUNTY OF JOHNSON) BE IT REMEMBERED, that on this day of day
Notary Public My appointment expires: 2/23/2024 My Appointment Expires February 23, 2024

GRANTEE:

CITY OF GARDNER, KANSAS A Municipal corporation

	By:Title:
ATTEST:	· · · · · · · · · · · · · · · · · · ·
City Clerk	
(SEAL)	
ACKNOWL	LEDGEMENT
STATE OF KANSAS)	
)ss. COUNTY OF JOHNSON)	
BE IT REMEMBERED, that on this on the undersigned, a Notary Public in and	day of, 2022, before, 2022, before d for the County and State aforesaid, came
GARDNER, and	_, of the CITY OF, City_Clerk of said City, who are cons who executed, as such officers, the within persons duly acknowledged the execution of y.
IN WITNESS WHEREOF, I have hereunto year first above written.	set my hand and affixed my seal the day and
Notary Public	
My Appointment Expires:	

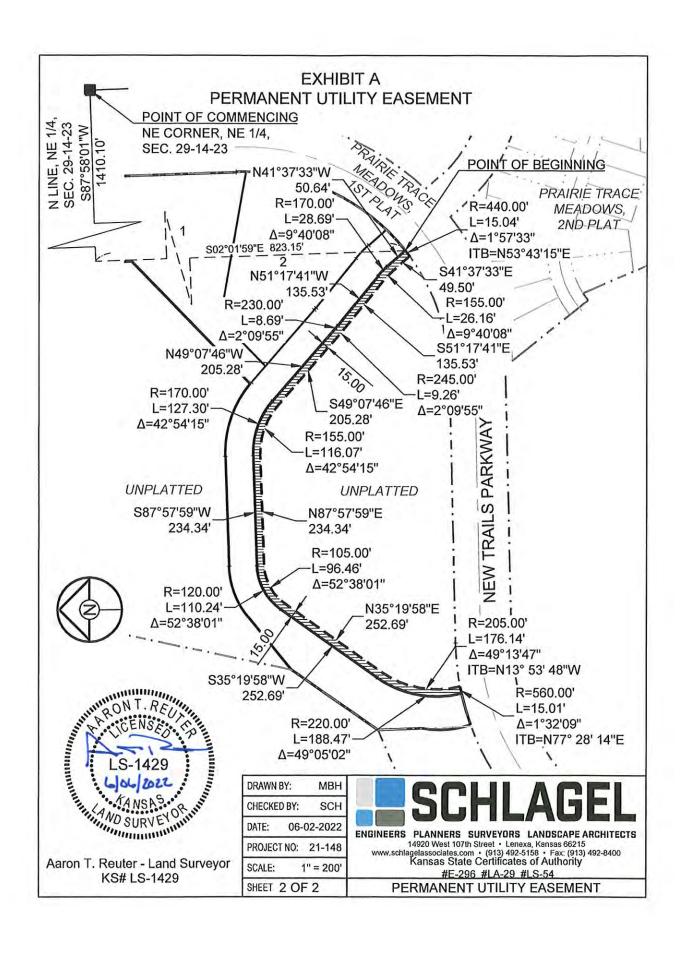
EXHIBIT A PERMANENT UTILITY EASEMENT

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 angel 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	COLU ACEL
CHECKED BY: SCH	SCHLAGEL
DATE: 06-02-2022	ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
PROJECT NO: 21-148	14920 West 107th Street . Lenexa, Kansas 66215
SCALE: 1" = 200'	www.schlagelassociates.com • (913) 492-5158 • Fax: (913) 492-8400 Kansas State Certificates of Authority #E-296 #LA-29 #LS-54
SHEET 1 OF 2	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 in	nto this day of
2022, by and between FIRST CHOICE I	PROPERTIES, INC. of the post office of 704 S
HEMLOCK STREET, GARDNER, KS	66030, hereafter called Grantor, and the CITY
	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:__

Print Title:

Partner

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss. COUNTY OF JOHNSON)
BE IT REMEMBERED, that on this 6th day of 9une, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Matt Make, 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.
Notary Public Michele D. ROMANO My Appointment Expires November 22, 2024

Notary Public

My Appointment Expires: 11-22-2024

GRANTEE:

CITY OF GARDNER, KANSAS A Municipal corporation

	By:
ATTEST:	
City Clerk	
(SEAL)	
	ACKNOWLEDGEMENT
STATE OF KANSAS COUNTY OF JOHNSON))ss.)
GARDNER, and personally known to me to be	t on this day of, 2022, before y Public in and for the County and State aforesaid, came of the CITY OF, City_Clerk of said City, who are the same persons who executed, as such officers, the within City, and such persons duly acknowledged the execution of ed of said City.
IN WITNESS WHEREOF, I year first above written.	have hereunto set my hand and affixed my seal the day and
Notary Public	
My Appointment Expires:	

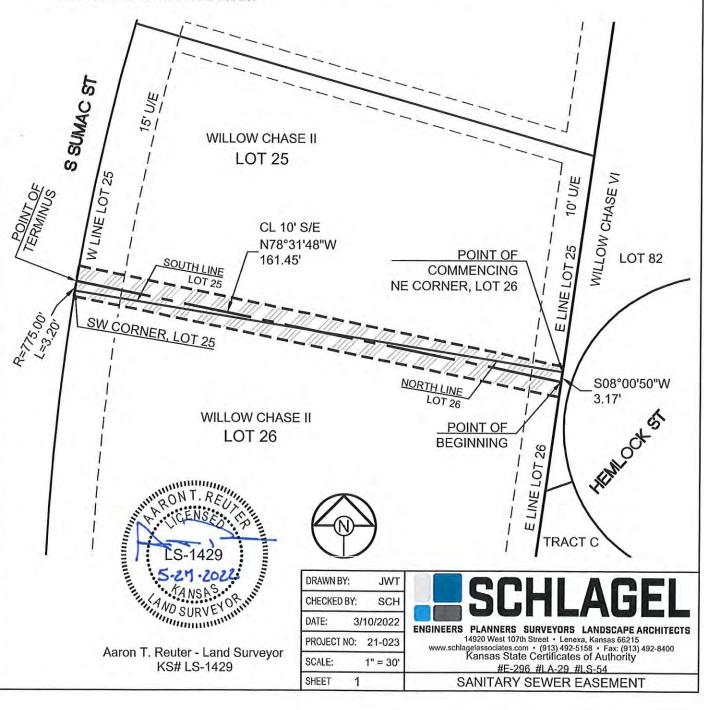
I:\PROJECTS\2021\21-023\2.0 Survey\1.0 Esmts-Legals\21-023 SAN EASE.dwg, 3/11/2022 7:56:52 AM

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 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.



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>	Non-Governmental
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 taxemption 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 <u>Term of Agreement.</u>

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 <u>Article 2</u> 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 <u>Termination Without Cause.</u> 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 <u>Termination for Cause.</u> 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 <u>Delivery of Work Product and Final Payment Upon Termination.</u> 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 <u>Section 13.1</u> (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 <u>Authority to Terminate.</u> 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 <u>Kutak Rock LLP's Specified Services.</u> 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 <u>Assigned Personnel.</u>

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 <u>Right to Withhold Payment</u>. 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, nonowned 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 <u>Facilities and Equipment.</u>

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 Statues 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 <u>Assignment.</u>

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 <u>Authority to Enter into Agreement.</u>

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 <u>Incorporation of Appendices.</u>

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 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

FEE SCHEDULE

GENERAL OBLIGATION DEBT

February 5, 2024

1. Bond Counsel Fee.

Principal Amount	<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. <u>Disclosure Counsel</u>. 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. <u>Out-of-Pocket Expenses</u>. 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.

FEE SCHEDULE

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

February 5, 2024

1. Bond Counsel Fee.

Principal Amount	<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. <u>Disclosure Counsel</u>. 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. <u>Out-of-Pocket Expenses</u>. 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.

FEE SCHEDULE

MUNICIPAL EQUIPMENT LEASES

(Without COPs)

February 5, 2024

1. Special Counsel Fee.

Principal Amount	<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. <u>Disclosure Counsel</u>. 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. <u>Out-of-Pocket Expenses</u>. 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.

FEE SCHEDULE

MUNICIPAL FACILITIES LEASES

(for land, buildings, other improvements, all without COPs)

February 5, 2024

1. Special Counsel Fee.

Principal Amount	<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. <u>Disclosure Counsel</u>. 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. <u>Out-of-Pocket Expenses</u>. 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.

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.

Principal Amount	<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. <u>Disclosure Counsel Fee</u>. Our fee for serving as disclosure counsel generally will be 2/3 of the bond counsel fee on the above schedule.
- 3. <u>Out-of-Pocket Expenses</u>. 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.

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

3. <u>Out-of-Pocket Expenses</u>. 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.

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	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	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.

EXPERTISE IN ECONOMIC DEVELOPMENT 2.

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	Year	Primary Contact
	Rendered	Service Commenced	
City of Gardner, Kansas	bond counsel	2004	Joseph D. Serrano
City of Gardner, Ransus	bond counser	2001	and Tyler Ellsworth
Anderson County Kansas	ongoing bond counsel	2008	Tyler Ellsworth
Public Building Commission			
City of Bonner Springs,	ongoing bond counsel	2004	Tyler Ellsworth
Kansas			
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 City of Mission Hills,	ongoing bond counsel ongoing bond counsel	2003	Joseph D. Serrano
Kansas	ongoing bond counser	2000	Joseph D. Serrano
City of Ottawa, Kansas	ongoing bond counsel	2003	Tyler Ellsworth
City of Overland Park,	ongoing bond counsel	2005	Joseph D. Serrano
Kansas		2002	vosepii 2. seriurio
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,	bond counsel for	2006	Kathryn P. Peters
Missouri	selected issues		-
City of Conway, Arkansas	ongoing bond counsel	2000	
City of Fayetteville,	ongoing bond counsel	1999	
Arkansas			
Alameda-Contra Costa	ongoing bond counsel	2001	
(California) Transit District		2000	
City of Long Beach,	ongoing bond counsel	2000	
California City of Los Angeles Housing	ongoing bond counsel	1982	
Department	ongoing bond counser	1902	
Department of Airports of	bond counsel for	1995	
the City of Los Angeles	selected issues	1995	
Los Angeles County	bond counsel or	1996	
Metropolitan Transportation	disclosure counsel for		
Authority	discrete issues		
County of Riverside,	ongoing disclosure	1997	
California	counsel		
County of San Bernardino,	disclosure counsel for	2002	
City and County of San	discrete issues	2010	
City and County of San Francisco	co-bond counsel for	2010	
City of Boulder, Colorado	discrete issues ongoing bond and	1981	
City of Boulder, Colorado	disclosure counsel	1701	
Boulder County, Colorado	ongoing bond counsel	1993	
Boulder County, Colorado	ongoing bond counsel	1//3	



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

Ms. Noelle Testa

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

Mr. Sean McLaughlin

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

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

		major =oaco	1 Gatar GG		
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	\$209,049	4 Years	\$3,702.14
with warranties Plus sales tax of 9.52% mthly			\$351.69
Total Monthly Payment	I		\$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't 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	\$210,521	48 Months	\$4,040
with 9.52% Sales Tax			\$385
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.

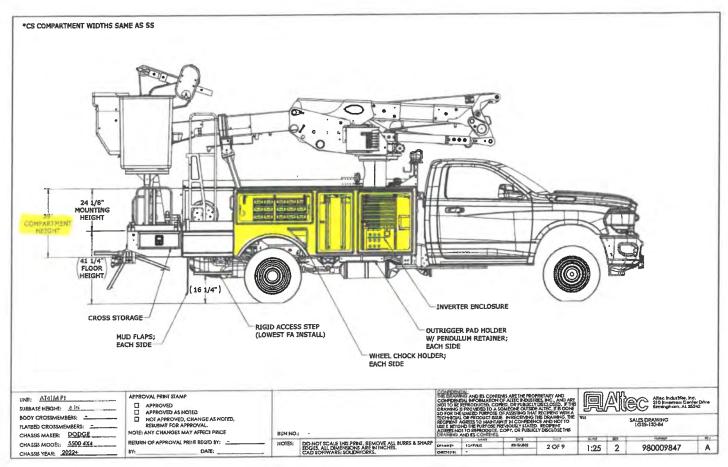
FMV Lease

A Fair Market Value Lease is designed to be recognized as an operating lease. It allows you't 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



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
 - o The ordinance summary was published in the Legal Record on October 24, 2023
 - o 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
Legal Record	\$6.82	1	Invoice L15337 (Attachment C)
Gardner News	\$5.06	1	E-mail (Attachment E)

Public Notice				
Newspaper	Price per Publication	Number of Weeks	Per	
Legal Record	\$9.09	2	Invoice L15631 (Attachment D)	
Gardner News	\$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 Gover-, 2024.	ning Body of the City of Gardner, Kansas on this day of
	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 BECEINED ONLY 3 II SUSS

INVOICE

Invoice #: L15337

Payment Due: 11/7/23

DATE: 10/24/23

	E DESCRIPTION, CASE NO. AND PUBLICATION DATE		Amount
Ordinance 278 10/24/23	34 Summary		\$6.82
	ACCT 001. 1150, 411, 4701		
	AMOUNT 8 6.82		
	PROJIPO ord Summary	Subtotal	\$6.82
	AUTH 8		40.00
	DATE 10/3/123	Amount Paid	\$0.00
Lewis Legal News, In	c., Fed. Tax I.D. No. 48-1031751	Balance Due	\$6.82
L. C.		A Samuel State	
The Legal Record is you publication, including a	ur best value for publishing your legal notices. Total amount shown is the s clipping and proof of publication. PUBLICATION TERMS: The Legal Reco tricity upon the condition, that the attorney(s) submitting the public notice fo t of these charges. Payment Terms: Net 30 days. Past due amounts are st month on the unpaid balance. ANNUAL PERCENTAGE RATE: 18%.	sum of all fees for rd requires, and	
responsible for paymen CHARGE OF 1.5% per	their open in a condition, that the attended so such that the public flores it of these charges. Payment Terms: Net 30 days, Past due amounts are si month on the uppaid balance. ANNIAL PERCENTAGE RATE: 18%	ubject to a FINANCE	

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 (Make Check Payable to THE LEGAL RECORD) -or- Charge my credit card:	-10/24/23
***************************************	_Ехр
Name on card	
Signature	
Billing Address	
Zip Code CVV/	<i>J</i>
	L15337

RECEIVED NOV 1 3 2023

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 INVOICE

Invoice #: L15631

Payment Due: 11/21/23

DATE: 11/7/23

	Amount
Hearing - Case No. 23-304-9 11/7/23 ACCTOOL 7110 471 47 01	\$9.09
PROJ/PO KWernsung / Legal Sut	btotal \$9.09
DATE 11-14-2023 Amount	t Paid \$0.00
Lewis Legal News, Inc., Fed. Tax I.D. No. 48-1031751 Balance	e Due \$9.09

Planca	return	the	nortlan	halow	with	Vour	payment	to	oneura	nronor	cradit
rivaso	Iblulli	1110	portion	DOIDIY	WILLI	your	Daymon	10	Ulisule	וטטטוט	CIBUIL

11/7/23

CITY OF GARDNER 120 E MAIN ST GARDNER KS 66030-1310 (Make Check Payable to THE LEGAL RECORD) -or- Charge my credit card:

Invoice #:L15631

\$9.09 Payment Enclosed

-11/7/23

Signature_____

Billing Address _____

Zip Code ______ CVV#_____

_Exp.___

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

From: Jennifer McDaniel < JMcDaniel@cherryroad.com>

Sent: Friday, December 29, 2023 8:16 AM

To: Renee Rich <rrich@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

(Cb)	(E	(Th
direct	Wal	100
	E ₁	

We Deliver Information and Technology

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.