



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, August 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 July 15, 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

1. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event at the Johnson County Fairground.

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 July 15, 2024.
2. Standing approval of City expenditures prepared July 1, 2024 in the amount of \$496,078.54; July 11, 2024 in the amount of \$32,698.16; July 18, 2024 in the amount of \$995,405.89; July 19, 2024 in the amount of \$41,208.11; and July 25, 2024 in the amount of \$888,691.29.
3. Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors.
4. Consider authorizing the execution of a contract with USD 231 for four (4) School Resource Officers for the 2024-2025 school year.
5. Consider a recommendation to the City Council to purchase transformers for Substation 1 and Substation 4.
6. Consider authorizing the execution of a contract with Freeman Concrete Construction, LLC for the 2024 Pavement Management Project.
7. Consider authorizing the purchase of Network and Endpoint Security Management services from SilverSky.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

None

NEW BUSINESS

1. Consider adopting an ordinance authorizing the issuance and delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.
2. Consider a resolution prescribing the form and details of and authorizing the delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.
3. Consider adopting a resolution authorizing the issuance and delivery of \$1,090,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.
4. Consider appointing Harrison Hall as Deputy City Clerk for the City of Gardner and administer the Oath of Office.
5. Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during an event at the Johnson County Fairground.

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION



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



**AGENDA
GARDNER CITY COUNCIL**

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

ADJOURNMENT



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COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 1

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event at the Johnson County Fairground

Strategic Priority: Quality of Life

Department: Administration

Background/Description of Item:

Brenda Maturino has applied for another Temporary Permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Santa Fe Disco Y Rodeo event on August 18, 2024.

The location is to be in the derby arena area (see attached map). CMBs will be served within the area and all alcohol will be required to be consumed in that area. They have hired a private security company and have requested additional security from the Gardner Police Department.

Since the location of the event is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

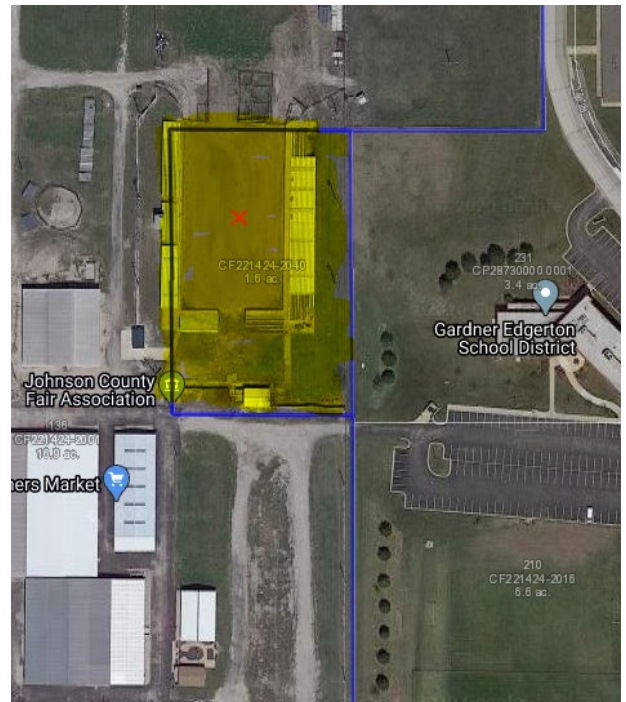
This waiver and permit, if approved, will be for August 18, 2024, from 2:00 pm to 9:00 pm.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo event on August 18, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.



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

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July 15, 2024

The City Council of the City of Gardner, Kansas met in regular session on July 15, 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, Kacy Deaton, Mark Wiehn, Steve Shute 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; 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. Revised 2025 Budget Presentation

Finance Director Matt Wolff shared budget updates. The current direction from the governing body is to maintain at least \$10M in Bond and Interest capacity. That means next year we could go out and issue \$10M in principal amount GO Bonds on a 10-year term used to invest in infrastructure, support development and leverage grant or private funding opportunities. Our Target fund balance is 30% of annual expenditures in the General Fund and our Target fund balance for Utility Funds is 25% of annual expenditures. We now have estimates on what our animal shelter contract will be and it is proposed to go up to \$190,000, an increase of almost \$75,000 over the prior year. We included that in the revised 2025 budget and are currently looking at doing a RFP to see what other options there might be and try to find some way to control costs going forward. Another change is modifying the new position request for the police officer to be a Senior Commander. The additional impact is approximately \$29,500 in wages. At the last meeting, council approved Resolution 2144 showing its intent to exceed the Revenue Neutral Rate with a flat mill levy of 18.319. That is what all public notices will be based on. We have already submitted this to the county, so when they send out notifications next month to homeowners, that's the mill rate they will see. Council discussed wanting to look at more mill scenarios and continue that conversation about what the mill rate will be. Right now, the base scenario is a flat mill scenario which projects the fund balance at the end of 2025 at 34% and at the end of 2029, it drops to 24%. The flat mill levy scenario captures growth and valuation that would result in approximately \$3.51 per month on the average homeowner. That mill scenario would support a bond and interest fiscal capacity of \$10.5M. One of the scenarios discussed was ¼ mill reduction in the bond and interest fund. That reduces the bond and interest fiscal capacity from \$10.5M to \$10M. it doesn't have any impact on the general fund balances. The ¼ mill reduction would save approximately \$.78 per month for the average homeowner when compared to the flat mill scenario. A ½ mill reduction in the bond and interest fund would reduce our fiscal capacity from \$10.5M to \$9M and would have an average savings of \$1.56 per month when compared to the flat mill scenario. A new scenario that was discussed at the last meeting is a ¼ mill reduction in B&I and ¼ mill reduction in general fund. This will still have the \$1.56 savings per month and the B&I capacity would go from \$10.5M down to \$10M, and the general fund would end in 2029 with a fund balance of 22%.

In April, when the CIP was presented, the capital projects were modeled out and an update on Enterprise funds were presented. Since then, the operating budget has been developed, so this highlights some of the major budget items and provides updated forecasts. Electric fund: in 2024, our wholesale electric purchases budget has increased by \$2.1M and another \$300K increase in meters and materials. For 2025, there is another \$600K increase in wholesale electric purchases; \$80K for diesel storage tank inspection; \$50K for dead weight tester and forklift; and \$250K for underground cable puller. We decreased residential electric rates, service fees and temporarily suspended the power cost adjustment in 2023 as a strategy to reduce the electric fund balance to the target fund balance over time and to provide relief to Gardner residents. This fund balance is projected to drop from 68% of expenses in 2023 to 33% by 2029. We recently updated the electric master plan which identified many new capital projects. The electric fund forecast past year five continues its downward trend and is projected to eventually go negative. The city has hired KMEA to conduct a rate study which will help guide our long-term financial plan for the electric utility. The Water fund revised 2024 budget includes \$120K for tower inspections; \$320K for clarifier repairs; and \$65K for pond cleanout. In 2025, there is \$400K for 183rd tower rehab; \$225K for clearwell; another \$135K for pond cleanout since we are going from one to two up to four times in 2025; and \$117K increase for meters and materials. This was also a line item in the electric fund and we are preparing for increased costs and anticipating more development so we are upping our budget. When we forecast that out, the fund balance drops below 25% in 2024 through 2028 but this is mainly due to capital projects inflating expenses like the water intake structure and

the new water transmission line. The forecast ends with the fund balance of 27% and remains around \$2M throughout the entire forecast so it is considered healthy but is at the bottom of the threshold. The Wastewater fund for 2024 has a \$70K increase for a variable frequency driver replacement and \$150K decrease in I&I program. In 2025, there is a \$40K increase for replacing two movers; \$201K increase for electricity, due to plan expansion project; \$100K for a new camera van; and \$60K increase in I&I program over the 2024 budget. There is money being moved around in the I&I program where staff is looking at ways to self-perform some of the work we currently hire out. Some of the equipment included in the budget is related to performing those tasks. The fund balance remains above 25% of expenses from 2025 through 2029. At the end of 2029, the projected fund balance is 33%. The Airport Fund goes bankrupt in 2026 and cannot afford to cash fund all planned CIP. Recommended solutions include adjusting hangar rates every 3 years, utilizing short-term loans from the electric fund for planned land acquisition and temporary financing of new terminal building. We could make the fund so it doesn't go negative. On the terminal building, the local match after grant funding is still going to be somewhere between \$300K and \$500K. We would still need to do bonds to long-term finance and stretch out the debt payment to the useful life of the asset. The entire forecast stays positive, but it does drop down to about \$40K in fund balance. Council direction is requested for the mill levy. Getting more firm direction would help us build budget documents that we can distribute to the public for the public hearing. The public hearings for RNR and 2025 budget are set for September 3. Councilmember Shute still feels we need to give relief to our residents. Baldwin reviews the scenarios and says if we drop ¼ mill in B&I, we are still going to have a problem in 2029 General Fund. We're already going to be looking at a mill rate increase at some point between now and 2029 unless growth comes in which is why we want B&I to be as high as possible for right now. I don't think we want to minimize what we can do with B&I for 78 cents. Mayor Winters agrees and says we are in a growth mode and we need to capitalize on that. Deaton reminds that 78 cents does not even calculate to a coffee a year and is not helpful if in two years we have to come back and ask them for an additional \$3. Shute says the upcoming increase on homes in Gardner will be around 5%. Matt said the last estimate he saw was about 8.9% increase. Shute says we are giving them 78 cents back on the increase which is going to be significant. Baldwin said there is no good way to calculate how to set the mill to make it a 0% net change to a home. Shute says the higher we make the taxes go, the less likely some people are able to stay in this community. If this does not come with at least a ¼ mill decrease, I'm not going to vote for this budget. Baldwin says he understands, but the fund balance in 2029 is at 24% and would require an increase. Baldwin does not feel this is the year to decrease when we would have to ask for a larger increase in the future. If we give them 78 cents next year and then have to come back and ask for \$3.50 three years from now, that doesn't help anyone. McNeer says that number would even be higher when you include the increase in property values. Baldwin says this is a cumulative effect and affects us going forward and this is not the year to decrease. Wiehn does not think we can decrease even ¼ because healthcare is still going forward. Baldwin says it will take a few years to see the growth do something. Deaton says she hears from citizens that they want: roads, park, community center, splash pad, etc and we can't do that and drop mills. If we don't capitalize, citizens won't want to live here because we won't have the infrastructure for them to enjoy it. Shute says he has heard from many citizens that they can barely afford their mortgages or to keep food in the refrigerator. The food bank has had lines around the church and onto the street, it has gotten worse. Consensus it to stay at flat rate.

The entire presentation can be viewed here: <https://www.youtube.com/watch?v=rfmSwO93Bhk>

2. Project Grad 2025

Christine Wilson, 32264 W 165th St, is part of the 2025 Project Graduation Committee for Gardner Edgerton High School. Project Graduation was started in Maine in about 1980. It allowed for a safe place for students to go after graduation that was chemical and alcohol free. In Maine, around that time, there had been several teen related deaths that started this and it has spread across the county. It has been done here for many years. It is a parent run organization and we start raising money for this on the day of this year's graduation. Our goal is to raise \$50K. The City of Edgerton has already donated \$6K to the program for this year and we are asking you to either exceed or match that contribution knowing that the majority of the students that go to GEHS are in Gardner city limits. With the rise of costs and services, we are looking to spend a large amount of money. Wiehn says he participated last year and got to enjoy the evening and thinks it is an excellent opportunity for us to provide a safe environment for these citizens and an opportunity for us to give back. Shute asks what was donated last year, which was \$3k. We have it budgeted for \$3k and have not increased it. McNeer says in light of the previous discussion and we know the future is going to cost us more money, it does not send the right message. Baldwin does not feel this is the proper use of taxpayer dollars. This is a wonderful organization and the project is great, but this goes to parents and businesses doing donations, but not taxpayer's dollars. The school district gets \$.48 out of every dollar and we only get \$.14. Mayor asks if they know the number of graduates. Christine says in 2025, they expect it to be one of

the larger classes and last year was around 420. There were a little over 250 kids that actually attended which is a little more than half. The goal is that each kid who stays the entire night leaves with \$100 cash and then there are other prizes throughout the night. The cost of goods and services are increasing and last year's budget was \$55k and this year they are hoping for a budget of \$50k. The parents are putting in a lot of time and effort. Mayor asks chief if we provide SROs for the event. Yes, but they pay for it. Shute does not feel like we should go over the budgeted amount. Mayor feels like it is something that the city should be behind it since it is a safety issue and is a community event. Deaton says she feels like the citizens should get to decide how they want to donate their money but is ok with the budgeted amount. Consensus is to stay with the budgeted amount.

PUBLIC HEARING

1. Hold a public hearing for the purpose of citizen input regarding the proposed 2025 Community Development Block Grant (CDBG) application.

Councilmember McNeer made a motion to open a public hearing for the purpose of receiving citizen input regarding the proposed 2025 Community Development Block Grant (CDBG) application.

Councilmember Shute Seconded.

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

No members of the public came forward.

Councilmember McNeer made a motion to close the public hearing.

Councilmember Deaton Seconded.

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

PUBLIC COMMENTS

Jennifer Smith, 648 S. Oak St, is here to follow up on an email to the council about the fireworks policy. The policies that have been established for fireworks are broken and not being followed. People set them off before and after the times the council set. Citizens do not follow the guidelines of not shooting in the middle of the street, sidewalks or on public property. The amount of debris leftover from said fireworks is unbelievable. I had to go out every hour during the high volume of fireworks to make sure debris was not falling in my yard that my ducks could ingest because it would have killed them. There were people behind me shooting them off and I was concerned their house would start on fire. As of tonight, there was someone still shooting off fireworks. It is very disrespectful to those that do follow the rules and for those citizens that cannot handle the fireworks. As a parent of autistic children, I had to start preparing them early, from the time firework sales started through July 5. I wondered where the police department was during this time as I did not see any officers patrol our street, but I know they were probably very busy. I would be happy to be part of a committee or task force that troubleshoots the situation to make it less frustrating for those that cannot handle the excessive amounts of fireworks and for citizens to follow the rules.

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on July 1, 2024.
2. Standing approval of City expenditures prepared June 24, 2024 in the amount of \$250.00; June 27, 2024 in the amount of \$853,441.71; June 28, 2024 in the amount of \$122,223.53; and July 3, 2024 in the amount of \$858,024.23.
3. Consider a recommendation to authorize the City Administrator to execute a contract with Coleman Equipment Inc for 2024 Compact Excavator in the amount of \$63,111.08 plus insurance and shipping charges. Final pricing and applicable programs will be established at delivery.
4. Consider authorizing the purchase of roadway deicing salt from Central Salt Company.
5. Consider authorizing the purchase of equipment under the City's Vehicle and Equipment Replacement Policy.

6. Consider approval of the Airport Design & Planning Grant Agreement with KDOT for CIP project AP3012, Replace Fuel Facility.
7. Consider approval of the Aviation Facilities and/or Equipment Grant Agreement with KDOT for CIP project AP3012, Replace Fuel Facility.
8. Authorize the Mayor and City Administrator to execute a Quit Claim Deed.
9. Consider authorizing the Mayor to execute an Amended Agreement for continued participation in the Johnson County Urban County and Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs dated June 5, 2003.

Councilmember Shute 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

COMMITTEE RECOMMENDATIONS

1. Consider adopting ordinance approving a rezoning from RP-4 (Planned Mixed-Density Neighborhood) District to RP-4 (Planned Mixed-Density Neighborhood) District; for potential residential development of 28.86 acres located on the northeast intersection of 167th St. and White Drive.

Community Development Director David Knopick gave a brief overview of this item. It is a revised preliminary development plan. It was originally approved in 2022 and the proposal was for 106 duplexes, 212 units on this 28 plus acre parcel. During that time economic conditions changed, we had interest rate changes, supply chain issues and the original developer backed away from that development. A new developer has stepped forward with this proposal for 264 units on this parcel in a townhome configuration. They are in four- and six-unit configurations and will include an extensive trail system, a clubhouse and amenity center and open space as part of the development.

Thomas Lewis of Sallee Development gave a brief overview of their company and plan. This will include 4-plexes and 6-plexes with one and two car garages.

Shute says this development fills a need as we don't have two-story external access properties with two car garages. Deaton appreciates the two-car garages.

Councilmember Baldwin made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2805, 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; and acceptance of easements and right-of-ways as shown on the Final Plat.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2805.

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

2. Consider adopting ordinance approving a rezoning from CP-3 (Planned Heavy Commercial) District to CP-3 (Planned Heavy Commercial) District; for potential commercial development of 1.27 acres located on the south side of E. Santa Fe St approximately 750' west of Conestoga St.

Community Development Director David Knopick explained this is similar to the first item as it had a previous development associated with it as the Gardner Business Center that was approved in 2019. This property has been vacant since that time. This is a rezoning for a car lot. We have the final plat ready.

McNeer likes seeing a car dealership added to our community and is a welcome addition.

Councilmember Shute made a motion to accept the recommendation of the Planning Commission and approve Ordinance No. 2806, 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; and acceptance of easements and right-of-ways as shown on the Final Plat.

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2806.

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

OLD BUSINESS

NEW BUSINESS

1. Consider adopting a resolution authorizing the offer for public sale of certain General Obligation Bonds and Notes of the City of Gardner, Kansas.

Finance Director Matt Wolff said the city is planning to sell approximately \$1.545M of principal amount of General Obligation bonds series 2024A and approximately \$1.09M of principal amount General Obligation Temp Notes series 2024B on August 5. The bonds will be used to pay off 2023A General Obligation Temp Notes and provide permanent financing for the Hilltop Ridge Special Benefit Districts. The Temp Notes will be used to provide temporary financing for offsite sewer improvements and lift station improvements for Lone Star Prairie Special Benefit District. After the improvements have been levied for the projects and permanent financing has been secured, the city will up the special assessments on the properties to pay for the improvements. The cost of the improvements for the Hilltop Ridge Special Benefit Districts and the Lone Star Prairie Special Benefit District will be 100% against the improvement and 0% against the city at large.

Shute asked about the market, are bonds still in the 5% range? Tom Kaleko with Baker Tilly says they have fluctuated some and have come up a little but they are in the 4% range.

Councilmember Shute made a motion to adopt Resolution No. 2146, a resolution authorizing the offer for public sale of certain General Obligation Bonds and Notes of the City of Gardner, Kansas.

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2146.

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

2. Consider a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$25,000,000 for the purpose of financing a portion of the acquisition, construction and equipping of a rental townhome project within the city (Flint Trails).

Finance Director Matt Wolff said the developer of Flint Trails residential development has requested the use of IRBs to finance a portion of its rental townhome project. This financing approach would provide the developer with a sales tax exemption on construction materials which would enable the developer to include more amenities in the project. The list of amenities is attached to the resolution as Exhibit A which represents a significant private investment and adds additional value to the development project beyond the minimum development requirements. The IRBs will be payable solely out of the rentals, revenues and receipts derived from the lease of the project to the company from the city. The bonds shall not be General Obligations of the city nor constitute a pledge of Full Faith and Credit of the city and shall not be payable in any manner of taxation.

Councilmember Shute made a motion to adopt Resolution No. 2147, a resolution declaring the intent of the City of Gardner, Kansas, to issue Industrial Revenue Bonds (taxable under federal law) in the principal amount not to exceed \$25,000,000 for the purpose of financing a portion of the acquisition, construction and equipping of a rental townhome project within the City (Flint Trails).

Councilmember McNeer Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2147.

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

COUNCIL UPDATES

Parks and Recreation Director Bruce thanks everyone involved in the Independence Day festival: Fire District 1; Johnson County Sheriff; Gardner Police Department; and other departments such as Public Works and Finance. This is a full team effort. It was a huge crowd since a lot of other shows were canceled. Now we are getting ready for Gardner Grind.

Community Development Director Knopick says Planning Commission is next Monday.

Chief Waldeck will add the calls for service we ran for fireworks in the Friday Memo.

Councilmember McNeer thanks all involved for making the July 4th celebration a success.

Councilmember Wiehn wants to address the concerns about fireworks. There seems to be a lack of understanding what the regulations are. We discussed the dates and times and announced them. There were people in the streets and everywhere and I realized that is not allowed according to our ordinances. This would be a time to discuss options and maybe increase the cost of stands. Knopick confirms signs are handed out by the inspectors when they inspect the tents. Pruetting said we have posted on social media and our traffic signs.

Mayor said maybe we should set up a task force or committee to come up with ideas and thoughts to work some of these issues and bring them back. Shute said we need a special event task force.

City Administrator Pruetting said people will participate in fireworks whether they are legal or not. It is very difficult to go out and try to find those that are shooting them and arrest those five people when a thousand are shooting them off, you will lose all credibility. We do not have the manpower to put this back on the police department to try and monitor.

Consensus is there may be a lack of awareness of the dates and times allowed even though we have blasted it and posted it everywhere. Shute says it took years to discuss stopping when there were people in the crosswalk and finally there are people stopping. This is the same thing, we will need to discuss and communicate it more. Wiehn said we need to discuss and propose ideas of how to get the information out to everyone.

Ms. Smith came back up because this is more about awareness for those with veterans with PTSD and those with autism and sensory issues. There have been prior campaigns with gummies and calming treats for dogs and that has seemed to help. We partnered up for noise cancelling headphones and even the county got on board. We know fireworks are going to happen and on those set days, but this is about the educational part of why we have

it on those days, what it does to those neighbors with PTSD and autism. We have to do something as this is getting out of hand in some areas. I would like this to be a place for those that have sensory issues can be here and enjoy it and not be prisoners in their own home. Baldwin says we can do all of these things, but there will still be people breaking the rules and some will have a tough time. McNeer asks if Jennifer would like to take a lead on a citizens group to work on educating.

Councilmember Deaton said Gardner Gold duck races exceeded all of their goals and the Parks & Rec staff was amazing.

EXECUTIVE SESSION

1. Consider entering into executive session to discuss personnel matters relating to non-elected personnel.

Councilmember McNeer made a motion to recess into executive session to discuss personnel matters relating to non-elected personnel pursuant to K.S.A. 75-4319 (b)(1), beginning at 8:20 pm; returning to regular session at 8:35 pm.

Councilmember Deaton Seconded.

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

Councilmember Deaton made a motion to resume regular session at 8:35 pm

Councilmember Shute Seconded.

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

Councilmember Deaton made a motion to reconvene executive session for the purpose previously stated beginning at 8:36 pm; returning to regular session at 8:42 pm.

Councilmember Shute Seconded.

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

Councilmember Deaton made a motion to resume regular session at 8:42 pm

Councilmember Shute Seconded.

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

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember McNeer the meeting adjourned at 8:42 pm.

City Clerk

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED	11011123	002960		00	07/11/2024	001-1150-411.31-15	OFF-SITE STORAGE	1,393.86	
									VENDOR TOTAL *	1,393.86	
0004834	00	ADVENTHEALTH CENTRA CARE	20240601	002960		00	07/11/2024	601-1230-412.31-15	RANDOM DRUG TESTING	59.00	
									VENDOR TOTAL *	59.00	
0000029	00	ALTEC INDUSTRIES, INC.	51466750	002962		00	07/11/2024	501-4130-441.43-05	TRUCK REPAIRS	EFT:	501.00
									VENDOR TOTAL *	.00	501.00
0005245	00	AMERICAN SOLUTIONS FOR BUSINESS	INV07466486	002960		00	07/11/2024	001-6120-461.53-02	STAFF UNIFORMS - P&R	67.22	
									VENDOR TOTAL *	67.22	
0000058	00	ANSWER KANSAS CITY, LTD. INC.	7589-06162024	002966		00	07/11/2024	001-3120-431.31-15	ANSWERING SERVICE FOR	EFT:	191.64
			7589-06162024	002966		00	07/11/2024	501-4110-441.40-03	ANSWERING SERVICE FOR	EFT:	191.65
			7589-06162024	002966		00	07/11/2024	521-4230-442.31-15	ANSWERING SERVICE FOR	EFT:	191.64
			7589-06162024	002966		00	07/11/2024	531-4330-443.31-15	ANSWERING SERVICE FOR	EFT:	191.64
									VENDOR TOTAL *	.00	766.57
0004994	00	BENEFITS DIRECT	A027228	006278		00	07/11/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	64.60
			A027228	006277		00	07/11/2024	001-1140-411.31-15	MONTHLY BILLING	EFT:	405.00
			A027228	006279		00	07/11/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	23.68
			A027228	006280		00	07/11/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	6.76
			A027228	006282		00	07/11/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
			A027228	006283		00	07/11/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	38.14
			A027228	006285		00	07/11/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	21.22
			A027228	006287		00	07/11/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	84.92
			A027228	006288		00	07/11/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	327.52
			A027228	006289		00	07/11/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	10.16
			A027228	006290		00	07/11/2024	001-3110-431.21-01	MONTHLY BILLING	EFT:	14.46
			A027228	006292		00	07/11/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	74.44
			A027228	006293		00	07/11/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	73.86
			A027228	006303		00	07/11/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	48.26
			A027228	006304		00	07/11/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	73.82
			A027228	006305		00	07/11/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	52.60
			A027228	006306		00	07/11/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	23.68
			A027228	006295		00	07/11/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	49.20
			A027228	006296		00	07/11/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	38.14
			A027228	006297		00	07/11/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	101.84
			A027228	006298		00	07/11/2024	521-4210-442.21-01	MONTHLY BILLING	EFT:	6.76
			A027228	006299		00	07/11/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	63.66
			A027228	006300		00	07/11/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	87.34
			A027228	006301		00	07/11/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
			A027228	006302		00	07/11/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	71.36
			A027228	006281		00	07/11/2024	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004994	00	BENEFITS DIRECT						
A027228	006286		00	07/11/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	45.84
A027228	006294		00	07/11/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	16.92
A027228	006284		00	07/11/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	33.84
A027228	006291		00	07/11/2024	605-3116-431.21-01	MONTHLY BILLING	EFT:	6.76
A027228	006275		00	07/11/2024	721-0000-202.03-07	MONTHLY BILLING	EFT:	10,779.18
A027228	006276		00	07/11/2024	721-0000-202.03-08	MONTHLY BILLING	EFT:	285.42
						VENDOR TOTAL *	.00	12,975.22
0002847	00	BLACK HILLS ENERGY						
4848285043	0624002962		00	07/11/2024	501-4120-441.31-15	GAS PIPELINE O&M SERVICE	EFT:	2,668.84
						VENDOR TOTAL *	.00	2,668.84
0099999	00	BRANSON, KIRK A						
000074331	UT		00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND		53.34
						VENDOR TOTAL *	53.34	
0002420	00	BRENNTAG MID-SOUTH, INC						
BMS702206	002962		00	07/11/2024	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	2,108.79
						VENDOR TOTAL *	.00	2,108.79
0005293	00	BRIGHTSPEED						
313014430	0724 002964		00	07/11/2024	521-4220-442.40-03	TELEPHONE @ WATER PLANT	EFT:	381.20
						VENDOR TOTAL *	.00	381.20
0001984	00	BSN SPORTS, LLC						
926020405	002963		00	07/11/2024	001-6110-461.47-53	PEE WEE COMPOSITE FOOTBAL	EFT:	629.99
						VENDOR TOTAL *	.00	629.99
0099999	00	BURROUGHS, DERRICK						
000071503	UT		00	07/05/2024	501-0000-229.00-00	FINAL BILL REFUND		5.78
						VENDOR TOTAL *	5.78	
0003532	00	CBIZ BENEFITS & INSURANCE SVCS INC						
67871	PI0324 008484		00	07/01/2024	001-1140-411.31-15	BENEFITS RELATED CONSULT	EFT:	8,000.00
						VENDOR TOTAL *	.00	8,000.00
0005463	00	CFC SECURITY INC						
15908	002960		00	07/11/2024	001-1120-411.31-15	INCIDENT COORDINATION	EFT:	295.00
						VENDOR TOTAL *	.00	295.00
0005198	00	CHARTER COMMUNICATIONS						
152151301070124002961			00	07/11/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	950.00
152151501070124002961			00	07/11/2024	602-1340-413.47-05	MONTHLY BILLING	EFT:	119.99
						VENDOR TOTAL *	.00	1,069.99
0000429	00	CINTAS FIRE PROTECTION						
5218012328	002962		00	07/11/2024	521-4220-442.31-15	FIRST AID CABINET SERVICE	EFT:	93.55
						VENDOR TOTAL *	.00	93.55
0000462	00	CITY OF OVERLAND PARK						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000462	00	CITY OF OVERLAND PARK						
KCMMB - GARDNER	002962		00	07/11/2024	001-3130-431.46-02	KCMMB MEMBERSHIP	785.46	
						VENDOR TOTAL *	785.46	
0002621	00	CLAYCO ELECTRIC CO, INC.						
53751	002963		00	07/11/2024	521-4220-442.43-01	TROUBLE SHOOT MOISTURE	EFT:	270.00
						VENDOR TOTAL *	.00	270.00
0004812	00	CRAFT, AMY						
2024 KSIA CONF	002960		00	07/11/2024	601-1230-412.46-01	PER DIEM	223.51	
						VENDOR TOTAL *	223.51	
0099999	00	DAMIAN WHITEMAN						
73210614	002947		00	07/11/2024	001-0000-347.04-00	REFUND OF SWIM LESSONS	75.00	
						VENDOR TOTAL *	75.00	
0003716	00	DATAPROSE						
DP2403002	002948		00	07/11/2024	604-1320-413.31-15	MONTHLY BILLING-JUNE '24	EFT:	8,258.92
						VENDOR TOTAL *	.00	8,258.92
0004998	00	DELTA DENTAL OF KANSAS						
1005114202407	006211		00	07/11/2024	001-1120-411.21-01	MONTHLY BILLING	EFT:	255.76
1005114202407	006212		00	07/11/2024	001-1140-411.21-01	MONTHLY BILLING	EFT:	115.30
1005114202407	006213		00	07/11/2024	001-1150-411.21-01	MONTHLY BILLING	EFT:	25.68
1005114202407	006214		00	07/11/2024	001-1305-413.21-01	MONTHLY BILLING	EFT:	89.62
1005114202407	006215		00	07/11/2024	001-1310-413.21-01	MONTHLY BILLING	EFT:	156.51
1005114202407	006217		00	07/11/2024	001-1330-413.21-01	MONTHLY BILLING	EFT:	127.88
1005114202407	006219		00	07/11/2024	001-2110-421.21-01	MONTHLY BILLING	EFT:	345.38
1005114202407	006220		00	07/11/2024	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,369.46
1005114202407	006221		00	07/11/2024	001-2130-421.21-01	MONTHLY BILLING	EFT:	25.68
1005114202407	006222		00	07/11/2024	001-3120-431.21-01	MONTHLY BILLING	EFT:	281.96
1005114202407	006223		00	07/11/2024	001-3130-431.21-01	MONTHLY BILLING	EFT:	268.86
1005114202407	006232		00	07/11/2024	001-6105-461.21-01	MONTHLY BILLING	EFT:	204.92
1005114202407	006233		00	07/11/2024	001-6120-461.21-01	MONTHLY BILLING	EFT:	256.28
1005114202407	006234		00	07/11/2024	001-7110-471.21-01	MONTHLY BILLING	EFT:	179.24
1005114202407	006235		00	07/11/2024	001-7120-471.21-01	MONTHLY BILLING	EFT:	51.36
1005114202407	006225		00	07/11/2024	501-4110-441.21-01	MONTHLY BILLING	EFT:	204.92
1005114202407	006226		00	07/11/2024	501-4120-441.21-01	MONTHLY BILLING	EFT:	179.24
1005114202407	006227		00	07/11/2024	501-4130-441.21-01	MONTHLY BILLING	EFT:	498.94
1005114202407	006228		00	07/11/2024	521-4220-442.21-01	MONTHLY BILLING	EFT:	179.24
1005114202407	006229		00	07/11/2024	521-4230-442.21-01	MONTHLY BILLING	EFT:	345.90
1005114202407	006230		00	07/11/2024	531-4310-443.21-01	MONTHLY BILLING	EFT:	63.94
1005114202407	006231		00	07/11/2024	531-4320-443.21-01	MONTHLY BILLING	EFT:	243.18
1005114202407	006218		00	07/11/2024	602-1340-413.21-01	MONTHLY BILLING	EFT:	191.82
1005114202407	006224		00	07/11/2024	603-3150-431.21-01	MONTHLY BILLING	EFT:	89.62
1005114202407	006216		00	07/11/2024	604-1320-413.21-01	MONTHLY BILLING	EFT:	153.56
1005114202407	006210		00	07/11/2024	721-0000-202.03-16	MONTHLY BILLING	EFT:	6,058.34
						VENDOR TOTAL *	.00	11,962.59
0099999	00	DIDUANGLEUTH, RAVEN						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	DIDUANGLEUTH, RAVEN						
000073315		UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	45.14	
						VENDOR TOTAL *	45.14	
0004959	00	DIGITAL ERTH CONSULTING LLC						
55		002962	00	07/11/2024	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	2,480.00
						VENDOR TOTAL *	.00	2,480.00
0001762	00	DREXEL TECHNOLOGIES INC						
INV137634		002962	00	07/11/2024	501-4110-441.47-01	BID POST DREXEL PLANROOM	EFT:	40.25
						VENDOR TOTAL *	.00	40.25
0005211	00	EASY ICE, LLC						
01328454		002962	00	07/11/2024	501-4130-441.31-15	ICE MACHINE RENTAL	EFT:	146.70
						VENDOR TOTAL *	.00	146.70
0002511	00	ENRIGHT LAWNS, INC						
25423		002960	00	07/11/2024	001-6120-461.31-15	MOWING & TRIMMING - JUNE	EFT:	3,890.00
						VENDOR TOTAL *	.00	3,890.00
0005226	00	EVCO WHOLESALE FOOD CORP						
0797051		002949	00	07/11/2024	001-6130-461.52-15	GAC CONCESSIONS	801.40	
						VENDOR TOTAL *	801.40	
0004946	00	EVERGY						
2424383255	0624002851		00	06/27/2024	521-0000-352.99-00	STATE TAX ADJUSTMENT	34,854.71-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	STATE TAX ADJUSTMENT	3,775.34-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	ELECTRIC @ WTP	9,521.82	
4469208877	0624002964		00	07/11/2024	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	62.61	
9279570154	0724002964		00	07/11/2024	521-4220-442.40-05	ELECTRIC AT INTAKE	9,412.83	
7011930732	0624002962		00	07/11/2024	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	18.05	
6466308678	0624002962		00	07/11/2024	531-4320-443.40-05	ELECTRIC AT WWTP	36.27	
						VENDOR TOTAL *	19,578.47-	
0099999	00	FLORES, LUIS						
000070825		UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	12.12	
						VENDOR TOTAL *	12.12	
0003835	00	GENERATION RELEVANT ENTERTAINMENT						
2292 FINAL		002963	00	07/11/2024	001-6110-461.54-51	BIG TIME GRAIN CO PERFORM	3,800.00	
						VENDOR TOTAL *	3,800.00	
0000092	00	GEORGE BUTLER ASSOC., INC.						
81825		PI0319 008452	00	06/19/2024	531-4340-443.62-10	CEDAR NILES LIFT STATION	45,911.96	
						VENDOR TOTAL *	45,911.96	
0000181	00	GRAINGER						
9146906657		002960	00	07/11/2024	001-6120-461.52-01	FIRE HOSE ADAPTER	EFT:	30.27
9147592373		002960	00	07/11/2024	001-6120-461.52-01	GFCI RECEPTACLE	EFT:	632.16
9162631874		002962	00	07/11/2024	501-4120-441.52-20	ELECTROLYTE FREEZER POP	EFT:	63.65

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000181	00	GRAINGER						
9166299132	002962		00	07/11/2024	521-4220-442.52-12	V-BELT, CONNECTORS &	EFT:	65.68
9146906665	002964		00	07/11/2024	521-4220-442.52-12	SHOCK ABSORBING LANYARDS	EFT:	693.40
VENDOR TOTAL *							.00	1,485.16
0005482	00	GRAVIE ADMINISTRATIVE SERVICES, INC						
CR 07-03-24	002962		00	07/10/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136 908.20-
CR 07-10-24	002963		00	07/11/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136 31.97-
ICHR26577	002965		00	07/10/2024	721-0000-140.02-01	HEALTH INS PREMIUMS	CHECK #:	136 100.40
VENDOR TOTAL *							.00	839.77-
0001840	00	GT DISTRIBUTORS INC						
UNIV0049327	002963		00	07/11/2024	001-2110-421.53-02	S/S SHIRT - HAYES	EFT:	79.20
INV1007930	002963		00	07/11/2024	001-2120-421.53-02	DUTY BELT HOLSTER, BELT	EFT:	379.61
UNIV0049327	002963		00	07/11/2024	001-2120-421.53-02	UNIFORMS	EFT:	205.20
VENDOR TOTAL *							.00	664.01
0004993	00	HARTFORD, THE						
069842906279	000188		00	07/11/2024	001-1120-411.21-02	MONTHLY BILLING	EFT:	54.00
069842906279	000189		00	07/11/2024	001-1140-411.21-02	MONTHLY BILLING	EFT:	25.50
069842906279	000190		00	07/11/2024	001-1150-411.21-02	MONTHLY BILLING	EFT:	7.50
069842906279	000192		00	07/11/2024	001-1305-413.21-02	MONTHLY BILLING	EFT:	18.00
069842906279	000193		00	07/11/2024	001-1310-413.21-02	MONTHLY BILLING	EFT:	28.35
069842906279	000195		00	07/11/2024	001-1330-413.21-02	MONTHLY BILLING	EFT:	25.50
069842906279	000197		00	07/11/2024	001-2110-421.21-02	MONTHLY BILLING	EFT:	63.00
069842906279	000198		00	07/11/2024	001-2120-421.21-02	MONTHLY BILLING	EFT:	276.00
069842906279	000199		00	07/11/2024	001-2130-421.21-02	MONTHLY BILLING	EFT:	9.00
069842906279	000200		00	07/11/2024	001-3110-431.21-02	MONTHLY BILLING	EFT:	18.00
069842906279	000202		00	07/11/2024	001-3120-431.21-02	MONTHLY BILLING	EFT:	78.00
069842906279	000203		00	07/11/2024	001-3130-431.21-02	MONTHLY BILLING	EFT:	63.00
069842906279	000214		00	07/11/2024	001-6105-461.21-02	MONTHLY BILLING	EFT:	51.00
069842906279	000215		00	07/11/2024	001-6120-461.21-02	MONTHLY BILLING	EFT:	67.50
069842906279	000216		00	07/11/2024	001-7110-471.21-02	MONTHLY BILLING	EFT:	43.50
069842906279	000217		00	07/11/2024	001-7120-471.21-02	MONTHLY BILLING	EFT:	27.00
069842906279	000205		00	07/11/2024	501-4110-441.21-02	MONTHLY BILLING	EFT:	42.00
069842906279	000206		00	07/11/2024	501-4120-441.21-02	MONTHLY BILLING	EFT:	43.50
069842906279	000207		00	07/11/2024	501-4130-441.21-02	MONTHLY BILLING	EFT:	79.50
069842906279	000208		00	07/11/2024	521-4210-442.21-02	MONTHLY BILLING	EFT:	18.00
069842906279	000209		00	07/11/2024	521-4220-442.21-02	MONTHLY BILLING	EFT:	49.50
069842906279	000210		00	07/11/2024	521-4230-442.21-02	MONTHLY BILLING	EFT:	79.50
069842906279	000211		00	07/11/2024	531-4310-443.21-02	MONTHLY BILLING	EFT:	9.00
069842906279	000212		00	07/11/2024	531-4320-443.21-02	MONTHLY BILLING	EFT:	54.00
069842906279	000213		00	07/11/2024	551-4520-445.21-02	MONTHLY BILLING	EFT:	7.50
069842906279	000191		00	07/11/2024	601-1230-412.21-02	MONTHLY BILLING	EFT:	9.00
069842906279	000196		00	07/11/2024	602-1340-413.21-02	MONTHLY BILLING	EFT:	43.50
069842906279	000204		00	07/11/2024	603-3150-431.21-02	MONTHLY BILLING	EFT:	33.30
069842906279	000194		00	07/11/2024	604-1320-413.21-02	MONTHLY BILLING	EFT:	43.50
069842906279	000201		00	07/11/2024	605-3116-431.21-02	MONTHLY BILLING	EFT:	9.00
VENDOR TOTAL *							.00	1,375.65
0000286	00	HAYNES EQUIPMENT CO., INC.						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000286	00	HAYNES EQUIPMENT CO., INC.						
28654H		PI0321 008613	00	06/12/2024	531-4320-443.43-02	STACK KIT-NONPOTABLE PMP	EFT:	5,281.00
						VENDOR TOTAL *	.00	5,281.00
0002095	00	HDR ENGINEERING, INC						
1200626459		PI0320 008461	00	06/10/2024	001-3130-431.31-10	2024 ON-CALL SERVICES	EFT:	4,140.19
						VENDOR TOTAL *	.00	4,140.19
0099999	00	HILL, DYLAN						
000067789		UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	51.44	
						VENDOR TOTAL *	51.44	
0000463	00	HOLIDAY CONTRACTING, INC.						
CELEBRATION PRK		002961	00	07/11/2024	001-6120-461.52-01	CONCRETE REPAIRS ON WALKI	EFT:	3,450.00
						VENDOR TOTAL *	.00	3,450.00
0000481	00	HOLLIDAY SAND AND GRAVEL						
1500639934		002951	00	07/11/2024	001-3120-431.47-38	SPOILS - WAVERLY RD	EFT:	143.00
1500639938		002952	00	07/11/2024	001-3120-431.47-38	SPOILS - WAVERLY RD	EFT:	71.50
1500640802		002953	00	07/11/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
1500631069		002961	00	07/11/2024	001-3120-431.47-38	SPOILS	EFT:	71.50
						VENDOR TOTAL *	.00	357.50
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES						
304001331		002950	00	07/11/2024	001-6130-461.52-15	DIPPIN' DOTS	EFT:	2,082.00
						VENDOR TOTAL *	.00	2,082.00
0000995	00	JCI INDUSTRIES INC.						
8269597		002964	00	07/11/2024	521-4220-442.52-12	HOSE & RUBBER BUSHING	EFT:	1,273.97
						VENDOR TOTAL *	.00	1,273.97
0005483	00	JOHNSON COUNTY EXTENSION COUNCIL						
07022024		002963	00	07/11/2024	001-6110-461.47-54	NATURE CAMP	EFT:	542.50
						VENDOR TOTAL *	.00	542.50
0099999	00	JULIANA LEMOS						
73702974		002963	00	07/11/2024	001-0000-347.04-00	REFUND OF SWIM LESSONS	70.00	
73702920		002963	00	07/11/2024	001-0000-347.04-00	REFUND OF SWIM LESSONS	70.00	
						VENDOR TOTAL *	140.00	
0004118	00	KANSAS BUREAU OF INVESTIGATION						
K23-00166		002961	00	07/11/2024	001-0000-207.10-30	EYTIONNA MARIE SMITH	400.00	
						VENDOR TOTAL *	400.00	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.						
19102		002962	00	07/11/2024	501-4130-441.46-01	Q3 APPRENTICESHIP PROGRAM	EFT:	300.00
19120		002962	00	07/11/2024	501-4130-441.46-01	Q3 APPRENTICESHIP PROGRAM	EFT:	300.00
						VENDOR TOTAL *	.00	600.00
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000112	00	KANSAS ONE-CALL SYSTEM, INC.						
4060263	002961		00	07/11/2024	001-3120-431.31-15	STORMWATER LOCATING SERV	EFT:	173.70
4060670	002962		00	07/11/2024	001-3120-431.31-15	TRAFFIC SIGNAL LOCATE	EFT:	7.20
4060265	002962		00	07/11/2024	501-4120-441.31-15	LOCATES FOR GAS PIPELINE	EFT:	1.20
4060263	002961		00	07/11/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	173.70
4060263	002961		00	07/11/2024	521-4230-442.40-06	WATERLINE LOCATING SERVIC	EFT:	173.70
4060264	002962		00	07/11/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:	16.80
4060263	002961		00	07/11/2024	531-4330-443.40-06	SEWERLINE LOCATING SERVIC	EFT:	173.70
						VENDOR TOTAL *	.00	720.00
0001626	00	KMEA GRDA OPERATING ACCT						
GRDA-GD-2024-08002961	002961		00	07/11/2024	501-4120-441.41-01	KMEA - GRDA AUGUST 2024	EFT:	304,980.00
						VENDOR TOTAL *	.00	304,980.00
0003399	00	KMEA WAPA OPERATING FUND						
WAPA-GA-24-07	002961		00	07/11/2024	501-4120-441.41-01	KMEA - WAPA JULY 2024	EFT:	9,051.00
						VENDOR TOTAL *	.00	9,051.00
0004769	00	KRONOS SAASHR, INC						
12270290	002961		00	07/11/2024	602-1340-413.47-05	UKG READY HR & TIME	EFT:	1,323.41
						VENDOR TOTAL *	.00	1,323.41
0004949	00	LEGAL RECORD, THE						
L18991	002962		00	07/11/2024	117-3120-431.62-05	ADVERTISEMENT - BID - PMP	EFT:	22.63
						VENDOR TOTAL *	.00	22.63
0005186	00	LINDE GAS & EQUIPMENT						
43824565	002962		00	07/11/2024	501-4120-441.44-02	CYLINDER RENTAL	EFT:	170.18
43823448	002964		00	07/11/2024	501-4120-441.44-02	CYLINDER RENTAL	EFT:	496.42
						VENDOR TOTAL *	.00	666.60
0004291	00	LIVIN' THE DREAM, MINISTRIES						
SKILLS ACADEMY	002963		00	07/11/2024	001-6110-461.47-53	BASKETBALL CAMP & CLINIC	EFT:	987.50
						VENDOR TOTAL *	.00	987.50
0002979	00	LOCHNER, H W INC						
TO0220227 - 08	PI0322 008371		00	07/03/2024	551-4540-445.62-21	AIRPORT TURF & THRESHOLD	EFT:	500.00
						VENDOR TOTAL *	.00	500.00
0001369	00	MID-AMERICA VALVE & EQUIPMENT CO						
241950	002962		00	07/11/2024	531-4320-443.52-12	PRATT PLUG VALVE WITH	EFT:	365.00
						VENDOR TOTAL *	.00	365.00
0003579	00	MID-STATES MATERIALS LLC						
142638	002962		00	07/11/2024	501-4130-441.52-12	ROCK TO HAVE IN STOCK	654.20	
						VENDOR TOTAL *	654.20	
0099999	00	MILLER, NATHAN						
000071027	UT		00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	42.03	
						VENDOR TOTAL *	42.03	
0004957	00	NEXGRID, LLC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004957 2024121	00	NEXGRID, LLC 002963	00	07/11/2024	602-1340-413.47-05	PROFESSIONAL SERVICES	EFT:	268.12
VENDOR TOTAL *							.00	268.12
0000393 501230	00	OLSSON, INC. 002962	00	07/11/2024	501-4120-441.31-15	TRANSMISSION LINE INSPECT	EFT:	525.00
VENDOR TOTAL *							.00	525.00
0001569 INV05598061	00	PAYCOR, INC 002962	00	07/10/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	1,073.02
VENDOR TOTAL *							.00	1,073.02
0000145 46355403	00	PEPSI-COLA 002954	00	07/11/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	739.26
30021302		002955	00	07/11/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	686.38
33718308		002956	00	07/11/2024	001-6130-461.52-15	GAC CONCESSIONS	EFT:	1,516.03
VENDOR TOTAL *							.00	2,941.67
0005219 1844870	00	POLYDYNE, INC 002962	00	07/11/2024	521-4220-442.52-13	POLYMER	EFT:	1,206.00
VENDOR TOTAL *							.00	1,206.00
0005456 817001455-24	00	PVS DX INC 002962	00	07/11/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
817001508-24		002964	00	07/11/2024	521-4220-442.52-13	CHLORINE	EFT:	2,140.40
VENDOR TOTAL *							.00	4,280.80
0004120 GRD121	00	RIVER GROUP DESIGN 002961	00	07/11/2024	001-1110-411.54-51	2023 ANNUAL REPORT WEBSIT	EFT:	1,900.00
VENDOR TOTAL *							.00	1,900.00
0099999 000071697	00	ROLFE, TYLER UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	20.55	
VENDOR TOTAL *							20.55	
0004650 546421	00	RYAN LAWN AND TREE INC 002961	00	07/11/2024	001-6120-461.31-15	MID SUMMER INSECT CONTROL	271.25	
546410		002961	00	07/11/2024	001-6120-461.31-15	MID SUMMER INSECT CONTROL	138.50	
VENDOR TOTAL *							409.75	
0099999 000074123	00	SANDS CONSTRUCTION CO. UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	284.40	
VENDOR TOTAL *							284.40	
0099999 000071677	00	SMITH, GAILA UT	00	07/05/2024	501-0000-229.00-00	FINAL BILL REFUND	42.24	
VENDOR TOTAL *							42.24	
0005195 8007645684	00	STERICYCLE 002963	00	07/11/2024	001-2110-421.31-15	SHREDDING SERVICES	EFT:	65.87

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
0005195	00	STERICYCLE							
						VENDOR TOTAL *	.00		65.87
0099999	00	STEWART, COLBY							
000071723		UT	00	07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	13.44		
						VENDOR TOTAL *	13.44		
0004482	00	SUPERION, LLC							
414729		PI0323 008381	00	07/01/2024	602-1340-413.47-05	MONTHLY ACCESS FEE	EFT:		9,993.35
						VENDOR TOTAL *	.00		9,993.35
0002545	00	SWANK MOTION PICTURES, INC							
BO 2270308		002963	00	07/11/2024	001-6130-461.54-51	WIDESCREEN DVD	EFT:		405.00
						VENDOR TOTAL *	.00		405.00
0000174	00	TAPCO PRODUCTS CO.							
299038		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		134.08
299041		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		20.55
301488		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		20.55
299042		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		51.14
299047		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		38.54
299048		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		59.56
300448		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		97.04
299039		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		63.60
299037		002963	00	07/11/2024	603-3150-431.42-01	MONTHLY BILLING RUGS	EFT:		193.05
						VENDOR TOTAL *	.00		678.11
0003962	00	TRANSLATIONPERFECT.COM							
12228		002961	00	07/11/2024	001-1330-413.31-15	INTERPRETER	EFT:		219.00
12390		002961	00	07/11/2024	001-1330-413.31-15	INTERPRETER	EFT:		219.00
12383		002961	00	07/11/2024	001-1330-413.31-15	INTERPRETER	EFT:		383.90
						VENDOR TOTAL *	.00		821.90
0000238	00	USA BLUE BOOK							
INV00402729		002962	00	07/11/2024	531-4320-443.52-13	CABLE, SENSOR & OTHER	EFT:		1,506.50
						VENDOR TOTAL *	.00		1,506.50
0002594	00	USD # 231 GARDNER EDGERTON							
1126		002964	00	07/11/2024	001-6110-461.47-53	BASKETBALL CAMP & CLINIC	EFT:		291.50
						VENDOR TOTAL *	.00		291.50
0000026	00	USIC LOCATING SERVICES							
670078		002961	00	07/11/2024	001-3120-431.31-15	PUBLIC WORKS LOCATING	EFT:		4,797.48
670082		002962	00	07/11/2024	001-3120-431.31-15	TRAFFIC SIGNAL LOCATES	EFT:		169.95
670081		002962	00	07/11/2024	501-4120-441.31-15	LOCATES FOR GAS PIPELINE	EFT:		15.45
670078		002961	00	07/11/2024	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:		4,797.49
670078		002961	00	07/11/2024	521-4230-442.40-06	LINE MAINT WATER LOCATING	EFT:		4,797.48
670079		002962	00	07/11/2024	531-4320-443.31-15	LOCATES FOR FIBER OPTIC	EFT:		324.45
670078		002961	00	07/11/2024	531-4330-443.40-06	LINE MAINT WW LOCATING	EFT:		4,797.48
						VENDOR TOTAL *	.00		19,699.78
0000289	00	VIKING INDUSTRIAL SUPPLY							

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000289	00	VIKING INDUSTRIAL SUPPLY					
15711	002958		00 07/11/2024	001-6120-461.52-01	CP RESTROOM SUPPLIES	EFT:	361.88
15710	002957		00 07/11/2024	001-6130-461.52-01	GAC RESTROOM SUPPLIES	EFT:	285.18
					VENDOR TOTAL *	.00	647.06
0004226	00	WATCHMEN SECURITY SERVICES					
90422	002962		00 07/11/2024	501-4120-441.31-15	VIDEO SECURITY MONITORING	EFT:	443.96
					VENDOR TOTAL *	.00	443.96
0003221	00	WEX BANK					
97702293	002959		00 07/09/2024	001-0000-341.02-00	REBATES-MISC REVENUES	EFT:	186.04
97702293	002959		00 07/09/2024	001-2110-421.52-09	PD ADMIN FUEL	EFT:	245.50
97702293	002959		00 07/09/2024	001-2120-421.52-09	PD OPERATIONS FUEL	EFT:	6,520.75
97702293	002959		00 07/09/2024	001-2120-421.43-05	PD SERVICE EXPENDITURES	EFT:	3,000.54
97702293	002959		00 07/09/2024	001-3120-431.52-09	STREETS & STORM FUEL	EFT:	1,780.07
97702293	002959		00 07/09/2024	001-3130-431.52-09	PW ADMIN FUEL	EFT:	293.88
97702293	002959		00 07/09/2024	001-6120-461.52-09	P&R FUEL	EFT:	3,725.92
97702293	002959		00 07/09/2024	001-7120-471.52-09	COMM DEV FUEL	EFT:	179.12
97702293	002959		00 07/09/2024	521-4230-442.52-09	PW TRUCK FUEL - DARRELL	EFT:	40.85
97702293	002959		00 07/09/2024	551-4520-445.52-09	AIRPORT FUEL	EFT:	366.80
97702293	002959		00 07/09/2024	603-3150-431.52-09	BUILDING MAINT FUEL	EFT:	125.62
					VENDOR TOTAL *	.00	16,093.01
0099999	00	WILLIAMS, ALLISON					
000072967	UT		00 07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	9.94	
					VENDOR TOTAL *	9.94	
0099999	00	XOOM LIQUOR LLC					
000071135	UT		00 07/03/2024	501-0000-229.00-00	FINAL BILL REFUND	1,947.62	
					VENDOR TOTAL *	1,947.62	
					HAND ISSUED TOTAL ***		233.25
					EFT/EPAY TOTAL ***		458,174.36
					TOTAL EXPENDITURES ****	37,670.93	458,407.61
				GRAND TOTAL *****			496,078.54

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0004946	00	EVERGY						
4469208877	0624002964		00	07/11/2024	521-4220-442.40-05	ELECTRIC @ 14A AIR RD	62.61	
9279570154	0724002964		00	07/11/2024	521-4220-442.40-05	ELECTRIC AT INTAKE	9,412.83	
7011930732	0624002962		00	07/11/2024	531-4320-443.40-05	ELECTRIC @ WAVERLY LIFT	18.05	
6466308678	0624002962		00	07/11/2024	531-4320-443.40-05	ELECTRIC AT WWTP	36.27	
						VENDOR TOTAL *	9,529.76	
0005097	00	G2O TECHNOLOGIES						
910067716	PI0404	008204	00	07/26/2023	521-4220-442.52-13	ALUMINUM CHLOROHYDRATE	23,168.40	
						VENDOR TOTAL *	23,168.40	
						TOTAL EXPENDITURES ****	32,698.16	
					GRAND TOTAL	*****		32,698.16

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	AARON & AIMEE MORRIS						
CF231505-2002	003016		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	715.88	
						VENDOR TOTAL *	715.88	
0005345	00	ACE IMAGEWEAR						
1404016	002973		00	07/18/2024	605-3116-431.31-15	SHOP TOWELS	EFT:	55.00
						VENDOR TOTAL *	.00	55.00
0099999	00	ALLEN, KARL						
000019811	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	16.52	
						VENDOR TOTAL *	16.52	
0005385	00	ALLIED OIL & SUPPLY INC						
223591C-CM	003034		00	07/18/2024	501-4120-441.52-12	OIL FOR SUBSTATION-CREDIT	EFT:	17,054.95-
223591R-DM	PI0331 008625		00	06/20/2024	501-4120-441.52-09	OIL FOR SUBSTATION FUEL	EFT:	25,930.00
						VENDOR TOTAL *	.00	8,875.05
0002636	00	ALTEC CAPITAL SERVICES, LLC						
02015126	003031		00	07/18/2024	501-4130-441.44-02	LEASE FOR TRUCK #402&405	EFT:	5,821.88
02015127	003031		00	07/18/2024	501-4130-441.44-02	LEASE FOR TRUCK #432	EFT:	3,440.80
02015128	003031		00	07/18/2024	501-4130-441.44-02	LEASE FOR TRUCK #403	EFT:	3,459.41
						VENDOR TOTAL *	.00	12,722.09
0099999	00	ANGEL, AARON						
000064817	UT		00	07/17/2024	501-0000-229.00-00	FINAL BILL REFUND	1,357.22	
						VENDOR TOTAL *	1,357.22	
0001986	00	ANIXTER, INC.						
6102836-00	002975		00	07/18/2024	501-4130-441.52-31	POLARIS UA TRANSFORMER	EFT:	4,877.11
6107304-00	003035		00	07/18/2024	501-4130-441.52-02	SMALL TOOL	EFT:	437.88
6046623-21	PI0335 008580		00	07/03/2024	501-4140-441.62-15	PIN POLE TOP 20"	EFT:	305.60
6084492-01	002974		00	07/18/2024	521-4230-442.52-31	KIT SEALING JACKETED CBL	EFT:	1,306.61
6105830-00	003035		00	07/18/2024	521-4230-442.52-31	POLY-SET POLE FOAM	EFT:	784.24
						VENDOR TOTAL *	.00	7,711.44
0004876	00	ARTHUR GALLAGHER RISK MANAGEMENT						
5194438	PI0337 008622		00	07/04/2024	601-1230-412.45-02	24-25 POWER PLANT INSURAN	EFT:	451,268.75
						VENDOR TOTAL *	.00	451,268.75
0004860	00	AT&T MOBILITY						
07082024	002968		00	07/18/2024	001-2110-421.40-03	DEPARTMENT CELL PHONES	2,143.08	
						VENDOR TOTAL *	2,143.08	
0005014	00	ATTIC STORAGE OF GARDNER						
30881	002993		00	07/18/2024	001-6110-461.44-02	MONTHLY RENT	EFT:	1,105.00
						VENDOR TOTAL *	.00	1,105.00
0099999	00	BARNETT, BEVERLY						
000069409	UT		00	07/15/2024	501-0000-229.00-00	MANUAL CHECK	82.33	
						VENDOR TOTAL *	82.33	
0001405	00	BEST LAWN CARE						

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001405	00	BEST LAWN CARE									
GEC063024				003032		00	07/18/2024	501-4110-441.31-15	MOWING @ ELECTRIC FACILTY	EFT:	1,330.00
GPWWT063024				003031		00	07/18/2024	521-4220-442.31-15	MOWING AT WATER TOWERS	EFT:	520.00
									VENDOR TOTAL *	.00	1,850.00
0002420	00	BRENNTAG MID-SOUTH, INC									
BMS712964				003031		00	07/18/2024	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	2,790.05
BMS714178				003032		00	07/18/2024	521-4220-442.52-13	SODIUM PERMANGANATE	EFT:	33,017.74
									VENDOR TOTAL *	.00	35,807.79
0099999	00	BRIAN & SARAH MOORE									
CF231506-4008				003015		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	998.44	
									VENDOR TOTAL *	998.44	
0005293	00	BRIGHTSPEED									
499699484	0724			003031		00	07/18/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	11.19
									VENDOR TOTAL *	.00	11.19
0001984	00	BSN SPORTS, LLC									
925819599				002994		00	07/18/2024	001-6110-461.47-53	COACH HATS - BST	EFT:	1,305.74
925819600				002995		00	07/18/2024	001-6110-461.47-53	COACH HATS - BST	EFT:	9.25
									VENDOR TOTAL *	.00	1,314.99
0001201	00	COMMERCIAL AQUATIC SERVICES, INC									
50246-1				003030		00	07/18/2024	001-6130-461.52-13	CHLORINE, PH TABLETS &	EFT:	795.56
49945-1				PI0329 008614		00	06/21/2024	001-6130-461.52-13	POOL CHEMICALS	EFT:	5,411.92
									VENDOR TOTAL *	.00	6,207.48
0099999	00	CONCRETE STRATEGIES									
000053639				UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	.02	
									VENDOR TOTAL *	.02	
0004644	00	CORE & MAIN LP									
V176547				002976		00	07/18/2024	521-4230-442.52-31	CORP	EFT:	838.50
									VENDOR TOTAL *	.00	838.50
0004805	00	CROSSLAND HEAVY CONTRACTORS INC									
24K08SP				PI0336 008620		00	07/09/2024	531-4320-443.43-02	REPAIRS TO GRIT PADDLES	EFT:	5,248.00
									VENDOR TOTAL *	.00	5,248.00
0099999	00	DANIEL E STRONG TRUST									
CF231428-2001				003021		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	255.16	
									VENDOR TOTAL *	255.16	
0002336	00	DAVIS, PHIL									
MOTHER/SON NERF				003036		00	07/18/2024	001-6110-461.54-51	DJ SERVICE & PHOTO BOOTH	500.00	
									VENDOR TOTAL *	500.00	
0005211	00	EASY ICE, LLC									
01328455				003033		00	07/18/2024	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005211	00	EASY ICE, LLC						
01328455	003033		00	07/18/2024	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
01328455	003033		00	07/18/2024	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
						VENDOR TOTAL *	.00	103.04
0003960	00	ELLIOTT EQUIPMENT COMPANY						
180355	003035		00	07/18/2024	531-4330-443.52-04	FILTER FOR VAC TRUCK	EFT:	657.97
						VENDOR TOTAL *	.00	657.97
0005355	00	EQUIPMENTSHARE.COM INC						
3961547-000	002977		00	07/18/2024	605-3116-431.43-02	BACK HOE REPAIRS - #512	EFT:	3,501.11
						VENDOR TOTAL *	.00	3,501.11
0005226	00	EVCO WHOLESALE FOOD CORP						
0798029	002996		00	07/18/2024	001-6130-461.52-15	GAC CONCESSIONS	863.55	
						VENDOR TOTAL *	863.55	
0004946	00	EVERGY						
2424383255	0624002851		00	06/27/2024	521-0000-352.99-00	STATE TAX ADJUSTMENT	34,854.71-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	STATE TAX ADJUSTMENT	3,775.34-	
2424383255	0624002851		00	06/27/2024	521-4220-442.40-05	ELECTRIC @ WTP	9,521.82	
2424383255	0724002978		00	07/18/2024	521-4220-442.40-05	ELECTRIC AT WTP	15,941.80	
						VENDOR TOTAL *	13,166.43-	
0003751	00	EVOQUA WATER TECH, LLC						
906523162	003031		00	07/18/2024	531-4320-443.31-15	DI WATER FOR LAB	EFT:	407.59
						VENDOR TOTAL *	.00	407.59
0000855	00	EWING IRRIGATION PRODUCTS, INC						
13056689	002979		00	07/18/2024	001-6120-461.52-01	WEED KILLER	EFT:	96.83
						VENDOR TOTAL *	.00	96.83
0002956	00	FASTENAL CO.						
KSKA3152835	002980		00	07/18/2024	521-4230-442.52-20	GATORADE	EFT:	269.34
						VENDOR TOTAL *	.00	269.34
0099999	00	FREDERICK HADLE						
CF34000000	0004003022		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	621.71	
						VENDOR TOTAL *	621.71	
0099999	00	FREUND, DIESEL						
000070027	UT		00	07/16/2024	501-0000-229.00-00	FINAL BILL REFUND	55.29	
						VENDOR TOTAL *	55.29	
0003841	00	FUNFLICKS KS						
31808115	003036		00	07/18/2024	001-6110-461.54-51	BACKYARD MOVIE SCREEN	419.00	
						VENDOR TOTAL *	419.00	
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000274	0724003012		00	07/18/2024	603-3150-431.40-02	MONTHLY TRASH SERVICE	EFT:	35.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002095	00	HDR ENGINEERING, INC	1200636579	PI0333	008461	00	07/11/2024	001-3130-431.31-10	2024 ON-CALL SERVICES	EFT:	1,692.74
VENDOR TOTAL *										.00	1,692.74
0099999	00	HEARTLAND FAMILY FARMS LLC	CF221433-3001	003024		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	271.37	
VENDOR TOTAL *										271.37	
0000481	00	HOLLIDAY SAND AND GRAVEL	1500640800	002981		00	07/18/2024	521-4230-442.47-38	SPOILS	EFT:	250.25
1500640800				002982		00	07/18/2024	531-4330-443.47-38	SPOILS	EFT:	250.25
VENDOR TOTAL *										.00	500.50
0099999	00	HOME RIVER GROUP	000067769	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	.10	
VENDOR TOTAL *										.10	
0099999	00	HUFENDICK, DANIEL	000074433	UT		00	07/16/2024	501-0000-229.00-00	FINAL BILL REFUND	46.93	
VENDOR TOTAL *										46.93	
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES	304001352	003031		00	07/18/2024	001-6130-461.52-15	DIPPIN' DOTS	EFT:	1,974.00
VENDOR TOTAL *										.00	1,974.00
0099999	00	JOHNSON LIVING TRUST	CF231505-4004	003020		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	1,108.30	
VENDOR TOTAL *										1,108.30	
0099999	00	JOHNSON, AARON &	000063137	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	25.00	
VENDOR TOTAL *										25.00	
0002760	00	KA-COMM, INC	193355	002970		00	07/18/2024	001-2110-421.43-02	REPLACE RADIO VOLUME KNOB	EFT:	153.40
VENDOR TOTAL *										.00	153.40
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.	19278	003031		00	07/18/2024	601-1230-412.46-01	KMU MONTHLY TRAININGS	EFT:	3,773.25
VENDOR TOTAL *										.00	3,773.25
0000332	00	KANSAS STATE TREASURER	84656	003001		00	06/24/2024	001-0000-207.10-17	MAY 2024 COURT	CHECK #:	133 150.00
84656				003002		00	06/24/2024	001-0000-207.10-13	MAY 2024 COURT	CHECK #:	133 984.00
84656				003003		00	06/24/2024	001-0000-207.10-14	MAY 2024 COURT	CHECK #:	133 286.00
84656				003004		00	06/24/2024	001-0000-207.10-11	MAY 2024 COURT	CHECK #:	133 96.50
84656				003005		00	06/24/2024	001-0000-207.10-12	MAY 2024 COURT	CHECK #:	133 1,771.50
84656				003006		00	06/24/2024	001-0000-207.10-15	MAY 2024 COURT	CHECK #:	133 323.50
84656				003007		00	06/24/2024	001-0000-207.10-16	MAY 2024 COURT	CHECK #:	133 200.00
85123				003030		00	07/18/2024	001-0000-207.10-17	JUNE 2024 COURT	CHECK #:	133 135.00

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000332	00	KANSAS STATE TREASURER						
85123	003030		00	07/18/2024	001-0000-207.10-13	JUNE 2024 COURT	CHECK #: 133	765.00
85123	003030		00	07/18/2024	001-0000-207.10-14	JUNE 2024 COURT	CHECK #: 133	198.00
85123	003030		00	07/18/2024	001-0000-207.10-11	JUNE 2024 COURT	CHECK #: 133	109.00
85123	003030		00	07/18/2024	001-0000-207.10-12	JUNE 2024 COURT	CHECK #: 133	2,115.00
85123	003030		00	07/18/2024	001-0000-207.10-15	JUNE 2024 COURT	CHECK #: 133	941.50
85123	003030		00	07/18/2024	001-0000-207.10-16	JUNE 2024 COURT	CHECK #: 133	280.00
						VENDOR TOTAL *	.00	8,355.00
0005462	00	KAW ROOFING & SHEET METAL						
6351	002983		00	07/18/2024	603-3150-431.43-01	PERM REPAIRS ON TPO ROOF	EFT:	705.31
						VENDOR TOTAL *	.00	705.31
0000294	00	KDOR MISCELLANEOUS TAX SECTION						
APR-MAY-JUN '24	003032		00	07/18/2024	521-4210-442.49-01	2Q 2024 CLEAN WATER FEE		11,828.36
						VENDOR TOTAL *		11,828.36
0004099	00	KIEWIT POWER ENGINEERING						
9000233645	PI0332 008433		00	07/10/2024	501-4110-441.31-15	ELECTRIC MASTER PLAN	EFT:	1,698.00
						VENDOR TOTAL *	.00	1,698.00
0001446	00	KMEA EMP #1 OPERATING ACCT						
EMP1-GD-2024-06002985	002985		00	07/18/2024	501-0000-351.13-00	KMEA - DOGWOOD REVENUE	EFT:	190,462.86
EMP1-GD-2024-06002984	002984		00	07/18/2024	501-4120-441.41-01	KMEA - EMP1 JUNE 2024	EFT:	409,657.86
						VENDOR TOTAL *	.00	219,195.00
0002489	00	KPERS						
1766681	003009		00	07/15/2024	721-0000-202.03-01	071124 PAY PERIOD	CHECK #: 112	58,724.76
						VENDOR TOTAL *	.00	58,724.76
0002490	00	KPF						
1766774	003008		00	07/15/2024	721-0000-202.03-02	071124 PAY PERIOD	CHECK #: 113	43,709.12
						VENDOR TOTAL *	.00	43,709.12
0004769	00	KRONOS SAASHR, INC						
12271154	002986		00	07/18/2024	602-1340-413.47-05	UKG READY HR, TIME &	EFT:	1,773.94
						VENDOR TOTAL *	.00	1,773.94
0099999	00	KS DCF LIEAP						
000064421	UT		00	07/15/2024	501-0000-229.00-00	MANUAL CHECK		1,102.42
						VENDOR TOTAL *		1,102.42
0099999	00	KS DCF LIEAP						
000064421	UT		00	07/16/2024	501-0000-229.00-00	MANUAL CHECK		2,111.48
						VENDOR TOTAL *		2,111.48
0099999	00	L & J DEVELOPMENT LLC						
CF221502-2005	003028		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE		126.84
						VENDOR TOTAL *		126.84
0099999	00	LATHROP TRUST						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	LATHROP TRUST						
CP19000000	0008003029		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	2,200.75	
						VENDOR TOTAL *	2,200.75	
0099999	00	LAWRENCE, MICHELE						
000061115		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	.14	
						VENDOR TOTAL *	.14	
0005186	00	LINDE GAS & EQUIPMENT						
43816430		002988	00	07/18/2024	001-6120-461.44-02	TORCHES	EFT:	152.37
43816432		002989	00	07/18/2024	001-6120-461.44-02	TORCHES	EFT:	42.22
43816429		002987	00	07/18/2024	001-6130-461.52-13	CHEMICALS (CO2)	EFT:	272.97
						VENDOR TOTAL *	.00	467.56
0005383	00	LOYD BUILDERS INC						
APP NO 9		PI0325 008345	00	06/30/2024	501-4140-441.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	6,000.00
APP NO 9		PI0326 008345	00	06/30/2024	521-4240-442.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	3,000.00
APP NO 9		PI0327 008345	00	06/30/2024	531-4340-443.61-03	UTILITIES CAMPUS EXPANSIO	EFT:	3,000.00
						VENDOR TOTAL *	.00	12,000.00
0099999	00	MARTENS FAMILY ENTERPRISES						
000035017		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	471.08	
						VENDOR TOTAL *	471.08	
0099999	00	MARY HERBERT						
CF231507-3003	003019		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	498.90	
						VENDOR TOTAL *	498.90	
0002300	00	MCCOLLUM, KAREN						
73887972		002992	00	07/18/2024	001-0000-228.40-00	SR CENTER DEPOSIT REFUND	85.00	
						VENDOR TOTAL *	85.00	
0099999	00	MICHAEL & ALYSSA STEWART						
CP34010000	002A003014		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	1,310.27	
						VENDOR TOTAL *	1,310.27	
0099999	00	MIDWEST MILLING SERVICE						
000046757		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	502.21	
						VENDOR TOTAL *	502.21	
0005296	00	MISSIONSQUARE RETIREMENT						
6101563		003010	00	07/15/2024	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101
6101563		003011	00	07/15/2024	721-0000-202.03-14	CONTRIBUTIONS	CHECK #:	101
						VENDOR TOTAL *	.00	11,552.11
0004957	00	NEXGRID, LLC						
2024080		003032	00	07/18/2024	501-4110-441.52-20	ADDITIONAL DATABASE	EFT:	200.00
2024124		PI0330 008624	00	06/28/2024	501-4110-441.47-05	SMART METERS	EFT:	27,800.00
						VENDOR TOTAL *	.00	28,000.00
0099999	00	NEXPOINT SFR SPE 3 LLC						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	NEXPOINT SFR SPE 3 LLC						
000071653	UT		00	07/16/2024	501-0000-229.00-00	FINAL BILL REFUND	4.09	
						VENDOR TOTAL *	4.09	
0099999	00	O'CONNOR, MIKE & JOYCE						
000001229	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	45.22	
						VENDOR TOTAL *	45.22	
0099999	00	OFFER PAD, LLC						
000069239	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	11.60	
						VENDOR TOTAL *	11.60	
0000142	00	OLATHE WINWATER WORKS						
191250	05	003035	00	07/18/2024	521-4230-442.52-20	SADDLE	EFT:	1,800.00
193979	01	003035	00	07/18/2024	521-4230-442.52-02	BIT FOR TAP MACHINE	EFT:	1,500.00
194040	01	003035	00	07/18/2024	531-4330-443.52-12	4" PLUG 4" PL FERNCOS	EFT:	155.00
						VENDOR TOTAL *	.00	3,455.00
0099999	00	OVERBECK, GAVIN						
000071201	UT		00	07/15/2024	501-0000-229.00-00	FINAL BILL REFUND	3.62	
						VENDOR TOTAL *	3.62	
0099999	00	PAUL & DANELLE HERBERT						
CP22980000	0003003025		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	13.41	
						VENDOR TOTAL *	13.41	
0000145	00	PEPSI-COLA						
29235551	003031		00	07/18/2024	001-6110-461.52-15	CP BASEBALL CONCESSIONS	EFT:	879.02
						VENDOR TOTAL *	.00	879.02
0099999	00	PINNACLE CONSTRUCTION CO, INC						
000072215	UT		00	07/12/2024	501-0000-229.00-00	MANUAL CHECK	855.51	
						VENDOR TOTAL *	855.51	
0099999	00	POSS, MICHAEL						
000071783	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	18.09	
						VENDOR TOTAL *	18.09	
0099999	00	REHOME KC LLC						
000070887	UT		00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	144.66	
						VENDOR TOTAL *	144.66	
0099999	00	RODNEY & CATHY FREUND						
CP19000000	0003003018		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	867.24	
						VENDOR TOTAL *	867.24	
0099999	00	SEXTRO, ALEX						
000071707	UT		00	07/16/2024	501-0000-229.00-00	FINAL BILL REFUND	5.14	
						VENDOR TOTAL *	5.14	
0099999	00	SHARP, BRANDY						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0099999	00	SHARP, BRANDY						
000067107		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	43.97	
						VENDOR TOTAL *	43.97	
0099999	00	SKINNER, CASEY						
000036999		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	3.12	
						VENDOR TOTAL *	3.12	
0001786	00	SMITTY'S LAWN & GARDEN EQUIPMENT						
104848		002990	00	07/18/2024	001-6120-461.43-02	SMALL EQUIPMENT REPAIRS	114.92	
						VENDOR TOTAL *	114.92	
0004785	00	SUMNERONE, INC						
3988467		002971	00	07/18/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	78.62
3988362		002972	00	07/18/2024	602-1340-413.43-02	COPIER CONTRACT-JUSTICE	EFT:	163.06
						VENDOR TOTAL *	.00	241.68
0099999	00	SYMES, C. WILLIAM & LU ANN						
000004217		UT	00	07/11/2024	501-0000-229.00-00	MANUAL CHECK	.20	
						VENDOR TOTAL *	.20	
0000022	00	T-MOBILE USA, INC.						
979581282	0624	006240	00	07/18/2024	001-1120-411.40-03	MONTHLY BILLING	EFT:	90.77
979581282	0624	006241	00	07/18/2024	001-1140-411.40-03	MONTHLY BILLING	EFT:	50.53
979581282	0624	006255	00	07/18/2024	001-1305-413.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0624	006259	00	07/18/2024	001-3110-431.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0624	006261	00	07/18/2024	001-3120-431.40-03	MONTHLY BILLING	EFT:	308.05
979581282	0624	006260	00	07/18/2024	001-3130-431.40-03	MONTHLY BILLING	EFT:	142.09
979581282	0624	006257	00	07/18/2024	001-6105-461.40-03	MONTHLY BILLING	EFT:	212.96
979581282	0624	006258	00	07/18/2024	001-6120-461.40-03	MONTHLY BILLING	EFT:	251.73
979581282	0624	006244	00	07/18/2024	001-7110-471.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0624	006245	00	07/18/2024	001-7120-471.40-03	MONTHLY BILLING	EFT:	163.46
979581282	0624	006246	00	07/18/2024	501-4110-441.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0624	006248	00	07/18/2024	501-4120-441.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0624	006247	00	07/18/2024	501-4130-441.40-03	MONTHLY BILLING	EFT:	206.20
979581282	0624	006253	00	07/18/2024	521-4210-442.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0624	006254	00	07/18/2024	521-4220-442.40-03	MONTHLY BILLING	EFT:	203.70
979581282	0624	006252	00	07/18/2024	521-4230-442.40-03	MONTHLY BILLING	EFT:	143.34
979581282	0624	006249	00	07/18/2024	531-4310-443.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0624	006251	00	07/18/2024	531-4320-443.40-03	MONTHLY BILLING	EFT:	120.72
979581282	0624	006250	00	07/18/2024	531-4330-443.40-03	MONTHLY BILLING	EFT:	143.34
979581282	0624	006242	00	07/18/2024	601-1230-412.40-03	MONTHLY BILLING	EFT:	40.24
979581282	0624	006256	00	07/18/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	277.14
979581282	0624	006243	00	07/18/2024	603-3150-431.40-03	MONTHLY BILLING	EFT:	90.77
979581282	0624	006263	00	07/18/2024	604-1320-413.40-03	MONTHLY BILLING	EFT:	80.48
979581282	0624	006262	00	07/18/2024	605-3116-431.40-03	MONTHLY BILLING	EFT:	61.61
						VENDOR TOTAL *	.00	3,110.25
0099999	00	THOMAS & JULIE TRIGG						
CP50100000	0002003023		00	07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	6.76	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	THOMAS & JULIE TRIGG					
					VENDOR TOTAL *	6.76	
0099999 000016619	00	U.S.D. 231 UT	00 07/12/2024	501-0000-229.00-00	MANUAL CHECK	4,896.81	
					VENDOR TOTAL *	4,896.81	
0002594 1121	00	USD # 231 GARDNER EDGERTON 002997	00 07/18/2024	001-6110-461.54-51	MOTHER SON NIGHT	EFT:	640.00
					VENDOR TOTAL *	.00	640.00
0005287 2024250001	00	USD 231 NUTRITION SERVICES 003031	00 07/18/2024	001-6110-461.54-51	MOTHER/DAUGHTER CAMPOUT	EFT:	151.50
					VENDOR TOTAL *	.00	151.50
0099999 000070245	00	VENUS, STARLYN UT	00 07/11/2024	501-0000-229.00-00	MANUAL CHECK	47.10	
					VENDOR TOTAL *	47.10	
0005256 276605	00	VOYA BENEFIT STRATEGIES 002991	00 07/18/2024	001-1140-411.31-15	JUL '24 COBRA DIRECT BILL	EFT:	86.00
					VENDOR TOTAL *	.00	86.00
0099999 000066825	00	WADE, TRACY UT	00 07/11/2024	501-0000-229.00-00	MANUAL CHECK	33.55	
					VENDOR TOTAL *	33.55	
0099999 CF231505-4003	00	WILLIAM & GARY HIGGINS 003027	00 07/18/2024	001-1130-411.58-00	ANNEXATION REBATE	52.78	
					VENDOR TOTAL *	52.78	
					HAND ISSUED TOTAL ***		102,847.59
					EFT/EPAY TOTAL ***		863,335.41
					TOTAL EXPENDITURES ****	29,222.89	966,183.00
				GRAND TOTAL *****			995,405.89

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
06/2024			003039			00	07/19/2024	001-1110-411.46-01	GARDNER CHAMBER	EFT:	90.00
06/2024			003102			00	07/19/2024	001-1110-411.54-51	AMAZON MKTPL 2888Q7RZ3	EFT:	164.85
06/2024			003045			00	07/19/2024	001-1120-411.52-20	AMZN MKTP US 4I6I31G63	EFT:	229.99
06/2024			003048			00	07/19/2024	001-1120-411.52-20	STAPLS7634797805000001	EFT:	499.90
06/2024			003040			00	07/19/2024	001-1130-411.31-15	CANVA I04176-1252911	EFT:	12.95
06/2024			003046			00	07/19/2024	001-1140-411.52-20	STAPLS7634497297000001	EFT:	12.89
06/2024			003047			00	07/19/2024	001-1140-411.52-20	STAPLS7634797805000001	EFT:	13.39
06/2024			003049			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	4.90
06/2024			003050			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	67.72
06/2024			003051			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	79.33
06/2024			003052			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	108.85
06/2024			003053			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	5.20
06/2024			003054			00	07/19/2024	001-1150-411.47-01	COLUMN PUBLIC NOTICE	EFT:	9.54
06/2024			003060			00	07/19/2024	001-1305-413.47-02	THE UPS STORE 5784	EFT:	1,011.80
06/2024			003061			00	07/19/2024	001-1305-413.31-01	GOVERNMENT FINANCE OFFICE	EFT:	530.00
06/2024			003059			00	07/19/2024	001-1310-413.52-20	AMAZON MKTPL ER3AH06B3	EFT:	55.14
06/2024			003064			00	07/19/2024	001-1330-413.31-15	LEXISNEXIS ECRASH	EFT:	9.00
06/2024			003074			00	07/19/2024	001-2110-421.52-20	VISTAPRINT	EFT:	430.00
06/2024			003075			00	07/19/2024	001-2110-421.46-02	NATW NATW.ORG	EFT:	35.00
06/2024			003077			00	07/19/2024	001-2110-421.52-20	SQ JESSICAS SWEET HOME	EFT:	201.54
06/2024			003078			00	07/19/2024	001-2110-421.52-20	WAL-MART #5307	EFT:	32.92
06/2024			003079			00	07/19/2024	001-2110-421.43-05	JOCO MOTOR VEHICLE OLATHE	EFT:	3.19
06/2024			003085			00	07/19/2024	001-2110-421.46-01	WAL-MART #5307	EFT:	65.61
06/2024			003086			00	07/19/2024	001-2110-421.46-01	CALIBRE PRESS	EFT:	204.97
06/2024			003092			00	07/19/2024	001-2110-421.46-01	PRICE CHOPPER #117	EFT:	11.99
06/2024			003093			00	07/19/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	4.00
06/2024			003101			00	07/19/2024	001-2110-421.52-20	AMAZON RET 114-411737	EFT:	17.31
06/2024			003109			00	07/19/2024	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	38.14
06/2024			003076			00	07/19/2024	001-2120-421.52-20	AMAZON RET 111-551076	EFT:	75.34
06/2024			003080			00	07/19/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
06/2024			003081			00	07/19/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
06/2024			003082			00	07/19/2024	001-2120-421.43-05	BIG O TIRES OF GARDNER	EFT:	24.00
06/2024			003083			00	07/19/2024	001-2120-421.43-05	SAFELITE AUTOGLASS	EFT:	92.00
06/2024			003084			00	07/19/2024	001-2120-421.43-05	VSP TIREHUB LLC	EFT:	676.25
06/2024			003087			00	07/19/2024	001-2120-421.52-20	WESTLAKE HARDWARE #179	EFT:	44.85
06/2024			003088			00	07/19/2024	001-2120-421.46-01	SQ BLUE TO GOLD LAW ENFO	EFT:	225.00
06/2024			003089			00	07/19/2024	001-2120-421.46-01	BASIC FTO CERTIFICATIO	EFT:	500.00
06/2024			003090			00	07/19/2024	001-2120-421.46-01	BLUE TO GOLD LLC	EFT:	270.00
06/2024			003091			00	07/19/2024	001-2120-421.46-01	CALIBRE PRESS	EFT:	409.94
06/2024			003094			00	07/19/2024	001-2120-421.46-01	SQ BLUE TO GOLD LAW ENFO	EFT:	225.00
06/2024			003095			00	07/19/2024	001-2120-421.52-20	GDP NATIONAL POLICE CANIN	EFT:	80.00
06/2024			003096			00	07/19/2024	001-2120-421.52-20	RAY ALLEN MANUFACTURING	EFT:	644.87
06/2024			003097			00	07/19/2024	001-2120-421.52-20	SP RADER K9	EFT:	61.50
06/2024			003098			00	07/19/2024	001-2120-421.52-20	SP READYWARRIOR	EFT:	26.94
06/2024			003099			00	07/19/2024	001-2120-421.52-20	AMAZON.COM L946E8713	EFT:	113.98
06/2024			003100			00	07/19/2024	001-2120-421.52-20	AMAZON MKTPL V936O0OW3	EFT:	48.63
06/2024			003103			00	07/19/2024	001-2120-421.46-01	SP BLUE TO GOLD STOR	EFT:	99.00
06/2024			003104			00	07/19/2024	001-2120-421.52-20	WM SUPERCENTER #5307	EFT:	41.62
06/2024			003105			00	07/19/2024	001-2120-421.52-20	WESTLAKE HARDWARE #179	EFT:	38.04

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2024	003106		00	07/19/2024	001-2120-421.53-02	GG&G INC	EFT:	392.60
06/2024	003107		00	07/19/2024	001-2120-421.53-02	AED SUPERSTORE	EFT:	592.29
06/2024	003108		00	07/19/2024	001-2120-421.52-20	MICRO CENTER #191 RETAIL	EFT:	127.30
06/2024	003110		00	07/19/2024	001-2120-421.52-20	COVERTTRACK GROUP INC	EFT:	600.00
06/2024	003137		00	07/19/2024	001-2120-421.52-20	CONSTRUCTION MATERIALS	EFT:	491.94
06/2024	003138		00	07/19/2024	001-2120-421.52-20	MID-STATES RENTAL (GARDNE	EFT:	170.00
06/2024	003114		00	07/19/2024	001-3120-431.43-02	BIG O TIRES OF GARDNER	EFT:	10.00
06/2024	003128		00	07/19/2024	001-3120-431.43-02	OREILLY 354	EFT:	12.74
06/2024	003130		00	07/19/2024	001-3120-431.52-08	WESTLAKE HARDWARE #179	EFT:	22.99
06/2024	003131		00	07/19/2024	001-3120-431.53-02	AMAZON.COM SS1UU6CN3	EFT:	349.90
06/2024	003132		00	07/19/2024	001-3120-431.53-02	AMAZON.COM 3I4HP81X3	EFT:	751.80
06/2024	003133		00	07/19/2024	001-3120-431.53-02	AMAZON.COM RG8PO2WD1	EFT:	184.95
06/2024	003134		00	07/19/2024	001-3120-431.52-20	WESTLAKE HARDWARE #179	EFT:	22.99
06/2024	003135		00	07/19/2024	001-3120-431.53-02	EEWW_OLATHE	EFT:	114.95
06/2024	003136		00	07/19/2024	001-3120-431.43-02	SPRAYER SPECIALTIES GARD	EFT:	144.13
06/2024	003139		00	07/19/2024	001-3120-431.52-02	WESTLAKE HARDWARE #179	EFT:	53.98
06/2024	003140		00	07/19/2024	001-3120-431.52-08	CRAFCO-LEES SUMMIT MO	EFT:	900.00
06/2024	003111		00	07/19/2024	001-3130-431.52-20	AMZN MKTP US 061E49Q23	EFT:	9.98
06/2024	003112		00	07/19/2024	001-3130-431.52-20	AASHTO	EFT:	240.00
06/2024	003141		00	07/19/2024	001-3130-431.46-01	ASCE PURCHASING	EFT:	199.00
06/2024	003284		00	07/19/2024	001-6105-461.46-02	ZOOM.US 888-799-9666	EFT:	149.90
06/2024	003266		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL 642XV72X3	EFT:	64.58
06/2024	003267		00	07/19/2024	001-6110-461.54-51	AMAZON MAR 113-155890	EFT:	66.13
06/2024	003268		00	07/19/2024	001-6110-461.54-51	CITY RENT A TRUCK LLC	EFT:	250.00
06/2024	003269		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL DZ9RI2JO3	EFT:	62.99
06/2024	003270		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL 066NH2X03	EFT:	123.12
06/2024	003271		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL BC02D8J23	EFT:	32.99
06/2024	003272		00	07/19/2024	001-6110-461.54-51	WAL-MART #5307	EFT:	115.59
06/2024	003273		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPLACE PMTS	EFT:	47.91
06/2024	003274		00	07/19/2024	001-6110-461.47-53	WESTLAKE HARDWARE #179	EFT:	59.80
06/2024	003275		00	07/19/2024	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	43.21
06/2024	003281		00	07/19/2024	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	53.88
06/2024	003282		00	07/19/2024	001-6110-461.47-53	AMAZON MKTPL RG0JB6YL2	EFT:	101.93
06/2024	003283		00	07/19/2024	001-6110-461.52-15	WM SUPERCENTER #5307	EFT:	27.92
06/2024	003307		00	07/19/2024	001-6110-461.46-02	SURVEYMONK T 45739544	EFT:	468.00
06/2024	003308		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL GP8BA1YB3	EFT:	131.29
06/2024	003311		00	07/19/2024	001-6110-461.54-51	AMAZON MKTPL RG30029V1	EFT:	575.00
06/2024	003327		00	07/19/2024	001-6110-461.54-51	WESTLAKE HARDWARE #179	EFT:	47.96
06/2024	003288		00	07/19/2024	001-6120-461.31-15	WATCHMEN SECURITY SERV	EFT:	157.48
06/2024	003304		00	07/19/2024	001-6120-461.44-02	PRIMO WATER	EFT:	8.75
06/2024	003306		00	07/19/2024	001-6120-461.44-02	PRIMO WATER	EFT:	30.37
06/2024	003310		00	07/19/2024	001-6120-461.44-02	PRIMO WATER	EFT:	44.79
06/2024	003312		00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	19.99
06/2024	003313		00	07/19/2024	001-6120-461.43-01	RIVERVIEW STONE LLC	EFT:	377.74
06/2024	003314		00	07/19/2024	001-6120-461.43-01	MENARDS 3343	EFT:	799.96
06/2024	003315		00	07/19/2024	001-6120-461.53-02	BOMGAARS 127	EFT:	22.99
06/2024	003316		00	07/19/2024	001-6120-461.43-05	AUTOZONE #3781	EFT:	13.49
06/2024	003317		00	07/19/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	19.66
06/2024	003318		00	07/19/2024	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	599.00

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
06/2024			003319			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	19.36
06/2024			003328			00	07/19/2024	001-6120-461.43-02	OREILLY 354	EFT:	59.95
06/2024			003329			00	07/19/2024	001-6120-461.52-01	BOMGAARS 127	EFT:	10.24
06/2024			003330			00	07/19/2024	001-6120-461.52-02	WESTLAKE HARDWARE #179	EFT:	9.99
06/2024			003331			00	07/19/2024	001-6120-461.52-20	CHAFFEE LOK-PRO	EFT:	25.00
06/2024			003332			00	07/19/2024	001-6120-461.52-02	HARBOR FREIGHT TOOLS 619	EFT:	76.98
06/2024			003333			00	07/19/2024	001-6120-461.52-02	BOMGAARS 127	EFT:	12.99
06/2024			003334			00	07/19/2024	001-6120-461.43-02	BOMGAARS 127	EFT:	37.97
06/2024			003335			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	78.98
06/2024			003336			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	14.18
06/2024			003337			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	28.99
06/2024			003338			00	07/19/2024	001-6120-461.52-01	SPRAYER SPECIALTIES GARD	EFT:	22.63
06/2024			003339			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	28.75
06/2024			003340			00	07/19/2024	001-6120-461.52-01	WESTLAKE HARDWARE #179	EFT:	3.99
06/2024			003341			00	07/19/2024	001-6120-461.52-01	AUTOZONE #3781	EFT:	162.36
06/2024			003342			00	07/19/2024	001-6120-461.43-02	OREILLY 354	EFT:	43.92
06/2024			003343			00	07/19/2024	001-6120-461.43-02	OREILLY 354	EFT:	7.90
06/2024			003344			00	07/19/2024	001-6120-461.43-02	AUTOZONE #3781	EFT:	7.49
06/2024			003345			00	07/19/2024	001-6120-461.43-02	HARBOR FREIGHT TOOLS 619	EFT:	40.46
06/2024			003346			00	07/19/2024	001-6120-461.43-01	THE HOME DEPOT #2218	EFT:	31.16
06/2024			003347			00	07/19/2024	001-6120-461.43-02	OREILLY 354	EFT:	59.95
06/2024			003240			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US HT02744F3	EFT:	19.95
06/2024			003241			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US A514V03B3	EFT:	144.97
06/2024			003242			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US 1X4KE2TT3	EFT:	48.38
06/2024			003243			00	07/19/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	66.61
06/2024			003244			00	07/19/2024	001-6130-461.52-15	WM SUPERCENTER #5307	EFT:	57.84
06/2024			003245			00	07/19/2024	001-6130-461.52-20	AMAZON MAR 111-713978	EFT:	76.94
06/2024			003246			00	07/19/2024	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	144.82
06/2024			003247			00	07/19/2024	001-6130-461.52-20	WM SUPERCENTER #5307	EFT:	158.71
06/2024			003248			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US QV37635V3	EFT:	9.10
06/2024			003249			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US NY77B15K3	EFT:	14.06
06/2024			003250			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US OU4625UE3	EFT:	25.88
06/2024			003251			00	07/19/2024	001-6130-461.52-20	AMZN MKTP US S25KL5MD3	EFT:	24.71
06/2024			003252			00	07/19/2024	001-6130-461.52-15	WAL-MART #5307	EFT:	316.74
06/2024			003253			00	07/19/2024	001-6130-461.54-51	WAL-MART #5307	EFT:	8.24
06/2024			003254			00	07/19/2024	001-6130-461.52-20	AMAZON MKTPL 8V9WT0NI3	EFT:	115.45
06/2024			003255			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL K14Z93293	EFT:	80.63
06/2024			003256			00	07/19/2024	001-6130-461.54-51	AMZN MKTP US KZ0051PD3	EFT:	319.99
06/2024			003257			00	07/19/2024	001-6130-461.54-51	AMZN MKTP US L99Z04963	EFT:	100.49
06/2024			003258			00	07/19/2024	001-6130-461.54-51	AMAZON.COM LH1EI03Z3	EFT:	64.44
06/2024			003259			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL 4H1BR2BC3	EFT:	64.73
06/2024			003260			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL AD2CZ4XU3	EFT:	735.53
06/2024			003261			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL NG6V58DJ3	EFT:	95.92
06/2024			003262			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL UU7GD01E3	EFT:	43.99
06/2024			003263			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL XH0AL3DA3	EFT:	33.98
06/2024			003264			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL AI2FL8HR3	EFT:	37.56
06/2024			003265			00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL RG0FU22K0	EFT:	95.57
06/2024			003276			00	07/19/2024	001-6130-461.54-51	AMAZON.COM RG1FU12Q0	EFT:	7.76
06/2024			003277			00	07/19/2024	001-6130-461.54-51	AMAZON.COM UK8EZ4SY3	EFT:	17.50

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2024	003278		00	07/19/2024	001-6130-461.54-51	AMAZON RET 112-494180	EFT:	17.31
06/2024	003279		00	07/19/2024	001-6130-461.54-51	WM SUPERCENTER #5307	EFT:	248.78
06/2024	003285		00	07/19/2024	001-6130-461.54-51	AMAZON MKTPL RG61Q62N0	EFT:	360.26
06/2024	003287		00	07/19/2024	001-6130-461.31-15	WATCHMEN SECURITY SERV	EFT:	78.74
06/2024	003320		00	07/19/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	28.99
06/2024	003321		00	07/19/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	63.98
06/2024	003322		00	07/19/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	19.26
06/2024	003323		00	07/19/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	74.88
06/2024	003324		00	07/19/2024	001-6130-461.52-01	WESTLAKE HARDWARE #179	EFT:	58.94
06/2024	003325		00	07/19/2024	001-6130-461.52-01	CHAFFEE LOKPRO	EFT:	225.00
06/2024	003326		00	07/19/2024	001-6130-461.52-01	WWW.WYSIWASH.COM	EFT:	45.10
06/2024	003348		00	07/19/2024	001-7110-471.46-01	STAPLS7906692704000001	EFT:	32.99
06/2024	003163		00	07/19/2024	501-4110-441.52-20	QUILL CORPORATION	EFT:	13.12
06/2024	003164		00	07/19/2024	501-4110-441.52-20	QUILL CORPORATION	EFT:	20.12
06/2024	003173		00	07/19/2024	501-4110-441.52-05	WM SUPERCENTER #5307	EFT:	11.91
06/2024	003175		00	07/19/2024	501-4110-441.46-01	POWERUSERS	EFT:	425.00
06/2024	003176		00	07/19/2024	501-4110-441.46-01	EXPEDIA 72847894759848	EFT:	1,418.71
06/2024	003177		00	07/19/2024	501-4110-441.52-20	AMAZON.COM U06JP92M3	EFT:	14.88
06/2024	003165		00	07/19/2024	501-4120-441.46-01	FLIR-SF-USA	EFT:	2,300.00
06/2024	003167		00	07/19/2024	501-4120-441.53-02	PY DESIGN 4 SPORTS	EFT:	152.95
06/2024	003169		00	07/19/2024	501-4120-441.53-02	PY DESIGN 4 SPORTS	EFT:	239.37
06/2024	003178		00	07/19/2024	501-4120-441.52-20	AMAZON MKTPL RG4VB77J0	EFT:	279.65
06/2024	003179		00	07/19/2024	501-4120-441.46-01	POWERUSERS	EFT:	425.00
06/2024	003180		00	07/19/2024	501-4120-441.46-01	UNITED 0162398960543	EFT:	361.09
06/2024	003181		00	07/19/2024	501-4120-441.46-01	AGASERVICECO MAR TT	EFT:	38.17
06/2024	003182		00	07/19/2024	501-4120-441.46-01	TRAVEL GUARD GROUP INC	EFT:	23.47
06/2024	003183		00	07/19/2024	501-4120-441.52-12	WESTLAKE HARDWARE #179	EFT:	14.97
06/2024	003161		00	07/19/2024	501-4130-441.52-20	AMZN MKTP US 5M94F3RG3	EFT:	9.99
06/2024	003162		00	07/19/2024	501-4130-441.52-20	AMZN MKTP US 6S25Z3ZR3	EFT:	5.12
06/2024	003166		00	07/19/2024	501-4130-441.52-20	WM SUPERCENTER #5307	EFT:	7.71
06/2024	003171		00	07/19/2024	501-4130-441.47-04	THE UPS STORE 5784	EFT:	27.19
06/2024	003184		00	07/19/2024	501-4130-441.52-04	BOMGAARS 127	EFT:	205.34
06/2024	003185		00	07/19/2024	501-4130-441.52-02	AMERICAN RIGGERS SUPPLY I	EFT:	38.85
06/2024	003186		00	07/19/2024	501-4130-441.43-02	DITCH WITCH OLATHE	EFT:	1,227.26
06/2024	003187		00	07/19/2024	501-4130-441.43-02	BOMGAARS 127	EFT:	18.04
06/2024	003188		00	07/19/2024	501-4130-441.52-09	OLATHE FORD RV CENTER PA	EFT:	25.20
06/2024	003189		00	07/19/2024	501-4130-441.43-02	GRAINGER	EFT:	66.94
06/2024	003190		00	07/19/2024	501-4130-441.52-02	AMERICAN RIGGERS SUPPLY I	EFT:	80.88
06/2024	003191		00	07/19/2024	501-4130-441.52-01	THE HOME DEPOT #2218	EFT:	19.46
06/2024	003192		00	07/19/2024	501-4130-441.52-02	THE HOME DEPOT 2218	EFT:	298.29
06/2024	003193		00	07/19/2024	501-4130-441.52-02	THE HOME DEPOT 2218	EFT:	217.85
06/2024	003194		00	07/19/2024	501-4130-441.52-02	THE HOME DEPOT #2218	EFT:	217.84
06/2024	003195		00	07/19/2024	501-4130-441.53-02	EEWW_OLATHE	EFT:	634.27
06/2024	003196		00	07/19/2024	501-4130-441.52-12	AMZN MKTP US 215J19G13	EFT:	77.90
06/2024	003197		00	07/19/2024	501-4130-441.52-31	GMEGME SUPPLY	EFT:	607.57
06/2024	003159		00	07/19/2024	521-4210-442.52-20	MID-STATES RENTAL (GARDNE	EFT:	92.00
06/2024	003172		00	07/19/2024	521-4210-442.52-20	AMAZON MKTPL DB9009CY3	EFT:	69.95
06/2024	003168		00	07/19/2024	521-4220-442.53-02	PY DESIGN 4 SPORTS	EFT:	580.01
06/2024	003198		00	07/19/2024	521-4220-442.52-12	REEVES-WIEDEMAN - OLATHE	EFT:	62.29

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION									
06/2024			003199			00	07/19/2024	521-4220-442.52-02	HARBOR FREIGHT TOOLS 619	EFT:	87.93
06/2024			003201			00	07/19/2024	521-4220-442.52-20	HARBOR FREIGHT TOOLS 619	EFT:	159.98
06/2024			003202			00	07/19/2024	521-4220-442.31-15	SOLID GROUND SEPTIC SERV	EFT:	403.00
06/2024			003203			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.72
06/2024			003204			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	52.85
06/2024			003205			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.47
06/2024			003206			00	07/19/2024	521-4220-442.52-20	WESTLAKE HARDWARE #179	EFT:	11.78
06/2024			003207			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	61.72
06/2024			003208			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	74.08
06/2024			003209			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	101.98
06/2024			003210			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.72
06/2024			003211			00	07/19/2024	521-4220-442.52-20	THE HOME DEPOT #2218	EFT:	79.98
06/2024			003212			00	07/19/2024	521-4220-442.52-01	WESTLAKE HARDWARE #179	EFT:	26.98
06/2024			003213			00	07/19/2024	521-4220-442.52-01	THE HOME DEPOT #2218	EFT:	28.98
06/2024			003214			00	07/19/2024	521-4220-442.47-04	THE UPS STORE 5784	EFT:	13.72
06/2024			003158			00	07/19/2024	521-4230-442.53-02	BOMGAARS 127	EFT:	27.98
06/2024			003160			00	07/19/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	16.99
06/2024			003170			00	07/19/2024	521-4230-442.52-20	AMZN MKTP US W65VZ5C43	EFT:	120.07
06/2024			003174			00	07/19/2024	521-4230-442.52-20	AMAZON MKTPL RC3VZ11Z0	EFT:	79.95
06/2024			003200			00	07/19/2024	521-4230-442.46-02	AMERICAN WATER WORKS ASSO	EFT:	229.00
06/2024			003216			00	07/19/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	70.96
06/2024			003217			00	07/19/2024	521-4230-442.52-12	WESTLAKE HARDWARE #179	EFT:	99.99
06/2024			003218			00	07/19/2024	521-4230-442.52-12	BOMGAARS 127	EFT:	151.98
06/2024			003219			00	07/19/2024	521-4230-442.52-12	GRASS PAD WAREHOUSE	EFT:	79.84
06/2024			003220			00	07/19/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	15.98
06/2024			003221			00	07/19/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	32.97
06/2024			003222			00	07/19/2024	521-4230-442.52-20	THE HOME DEPOT #2218	EFT:	50.67
06/2024			003223			00	07/19/2024	521-4230-442.52-20	WESTLAKE HARDWARE #179	EFT:	1.90
06/2024			003224			00	07/19/2024	521-4230-442.52-20	BOMGAARS 127	EFT:	29.99
06/2024			003225			00	07/19/2024	531-4320-443.52-04	WESTLAKE HARDWARE #179	EFT:	9.00
06/2024			003226			00	07/19/2024	531-4320-443.52-20	WESTLAKE HARDWARE #179	EFT:	9.59
06/2024			003227			00	07/19/2024	531-4320-443.52-20	AMZN MKTP US 5229G38P3	EFT:	77.79
06/2024			003228			00	07/19/2024	531-4320-443.52-12	BOMGAARS 127	EFT:	144.94
06/2024			003229			00	07/19/2024	531-4320-443.52-12	BOMGAARS 127	EFT:	5.58
06/2024			003230			00	07/19/2024	531-4320-443.52-12	MAGNATROL VALVE CORPORAT	EFT:	715.00
06/2024			003231			00	07/19/2024	531-4320-443.43-05	DISCOUNT TIRE KSK 01	EFT:	1,026.00
06/2024			003232			00	07/19/2024	531-4320-443.52-20	WM SUPERCENTER #5307	EFT:	44.74
06/2024			003233			00	07/19/2024	531-4320-443.52-12	BOMGAARS 127	EFT:	53.66
06/2024			003234			00	07/19/2024	531-4320-443.52-12	BOMGAARS 127	EFT:	136.93
06/2024			003235			00	07/19/2024	531-4320-443.52-04	OREILLY 354	EFT:	30.85
06/2024			003236			00	07/19/2024	531-4320-443.52-04	BIG O TIRES OF GARDNER	EFT:	143.49
06/2024			003237			00	07/19/2024	531-4320-443.52-20	WAL-MART #5307	EFT:	26.58
06/2024			003238			00	07/19/2024	531-4320-443.52-01	BOMGAARS 127	EFT:	81.98
06/2024			003215			00	07/19/2024	531-4330-443.52-20	WESTLAKE HARDWARE #179	EFT:	92.96
06/2024			003239			00	07/19/2024	551-4520-445.52-09	OTTAWA CO-OP EDGERTON	EFT:	206.55
06/2024			003041			00	07/19/2024	601-1230-412.31-15	AMAZON.COM 493841VK3	EFT:	128.20
06/2024			003042			00	07/19/2024	601-1230-412.31-15	AMAZON.COM 7H5MI6363	EFT:	56.85
06/2024			003043			00	07/19/2024	601-1230-412.31-15	AMAZON.COM 4Q4HV8RE3	EFT:	125.68
06/2024			003044			00	07/19/2024	601-1230-412.31-15	AMAZON.COM CX6ML1QH3	EFT:	212.99

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION						
06/2024	003055		00	07/19/2024	601-1230-412.52-20	WAL-MART #4475	EFT:	124.68
06/2024	003056		00	07/19/2024	601-1230-412.46-01	WAL-MART #4475	EFT:	32.00
06/2024	003057		00	07/19/2024	601-1230-412.52-20	AMAZON MKTPL A17J05503	EFT:	11.38
06/2024	003058		00	07/19/2024	601-1230-412.46-01	KS SELF-INSURERS ASSOC	EFT:	160.00
06/2024	003038		00	07/19/2024	602-1340-413.47-05	ADOBE ADOBE	EFT:	29.99
06/2024	003066		00	07/19/2024	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	6.92
06/2024	003068		00	07/19/2024	602-1340-413.52-06	PY DESIGN 4 SPORTS	EFT:	400.00
06/2024	003069		00	07/19/2024	602-1340-413.47-05	ZOOM.US 888-799-9666	EFT:	149.90
06/2024	003070		00	07/19/2024	602-1340-413.52-06	AMAZON RET 113-204664	EFT:	269.75
06/2024	003071		00	07/19/2024	602-1340-413.52-06	AMAZON.COM 3958X55N3	EFT:	67.98
06/2024	003072		00	07/19/2024	602-1340-413.52-06	AMZN MKTP US RC1M458P0	EFT:	44.95
06/2024	003073		00	07/19/2024	602-1340-413.52-06	AMAZON MKTPL RC6U56N31	EFT:	24.99
06/2024	003067		00	07/19/2024	603-3150-431.61-03	SP SECRETLABUS	EFT:	599.08
06/2024	003142		00	07/19/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	47.38
06/2024	003143		00	07/19/2024	603-3150-431.52-01	GRAINGER	EFT:	259.47
06/2024	003144		00	07/19/2024	603-3150-431.52-02	THE HOME DEPOT #2218	EFT:	46.94
06/2024	003145		00	07/19/2024	603-3150-431.52-01	GORDON ELECTRIC SUPPLY I	EFT:	54.54
06/2024	003146		00	07/19/2024	603-3150-431.52-01	AMAZON MKTPL RG9RH1911	EFT:	251.88
06/2024	003147		00	07/19/2024	603-3150-431.52-01	AMAZON MKTPL RC0FJ06T0	EFT:	239.99
06/2024	003148		00	07/19/2024	603-3150-431.52-01	THE HOME DEPOT 2209	EFT:	84.93
06/2024	003149		00	07/19/2024	603-3150-431.52-02	BOMGAARS 127	EFT:	75.99
06/2024	003150		00	07/19/2024	603-3150-431.52-02	AMZN MKTP US OJ10A8DE3	EFT:	26.00
06/2024	003151		00	07/19/2024	603-3150-431.52-01	WAL-MART #5307	EFT:	76.00
06/2024	003152		00	07/19/2024	603-3150-431.52-02	AMZN MKTP US IL42I6UQ3	EFT:	38.99
06/2024	003153		00	07/19/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	55.58
06/2024	003154		00	07/19/2024	603-3150-431.52-01	WM SUPERCENTER #5307	EFT:	19.88
06/2024	003155		00	07/19/2024	603-3150-431.52-01	WESTLAKE HARDWARE #179	EFT:	26.99
06/2024	003156		00	07/19/2024	603-3150-431.53-02	AMAZON RET 112-879833	EFT:	94.99
06/2024	003157		00	07/19/2024	603-3150-431.52-01	THE HOME DEPOT #2218	EFT:	21.06
06/2024	003062		00	07/19/2024	604-1320-413.52-05	IN HAVEN TECHNOLOGY CORP	EFT:	3,149.58
06/2024	003063		00	07/19/2024	604-1320-413.52-20	STAPLS7633634570000001	EFT:	51.99
06/2024	003065		00	07/19/2024	604-1320-413.52-20	STAPLS7634920101000001	EFT:	124.99
06/2024	003113		00	07/19/2024	605-3116-431.52-20	OREILLY 354	EFT:	5.40
06/2024	003115		00	07/19/2024	605-3116-431.52-09	OREILLY 354	EFT:	20.99
06/2024	003116		00	07/19/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	749.72
06/2024	003117		00	07/19/2024	605-3116-431.43-05	BRETS AUTOWORKS 0000522	EFT:	2,236.01
06/2024	003118		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	38.10
06/2024	003119		00	07/19/2024	605-3116-431.43-05	BIG O TIRES OF GARDNER	EFT:	232.38
06/2024	003120		00	07/19/2024	605-3116-431.52-04	BIG O TIRES OF GARDNER	EFT:	106.77
06/2024	003121		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	29.50
06/2024	003122		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	12.70
06/2024	003123		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	40.00
06/2024	003124		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	181.48
06/2024	003125		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	271.55
06/2024	003126		00	07/19/2024	605-3116-431.52-04	BIG O TIRES OF GARDNER	EFT:	24.00
06/2024	003127		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	109.14
06/2024	003129		00	07/19/2024	605-3116-431.52-04	OREILLY 354	EFT:	19.91
06/2024	003280		00	07/19/2024	702-6110-461.54-52	DOMINOS 6328	EFT:	446.87
06/2024	003286		00	07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	206.63

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005468	00	ARVEST CREDIT CARD DIVISION					
06/2024	003289		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	183.79
06/2024	003290		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	183.79
06/2024	003291		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	206.63
06/2024	003292		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	206.63
06/2024	003293		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	206.63
06/2024	003294		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	367.58
06/2024	003295		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	367.58
06/2024	003296		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	367.58
06/2024	003297		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	367.58
06/2024	003298		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	413.26
06/2024	003299		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	413.26
06/2024	003300		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	413.26
06/2024	003301		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	551.37
06/2024	003302		00 07/19/2024	702-6110-461.54-52	SPRINGHILL SUITES	EFT:	619.89
06/2024	003303		00 07/19/2024	702-6110-461.54-52	AMZN MKTP US T481B1K13	EFT:	38.36
06/2024	003305		00 07/19/2024	702-6110-461.54-52	AMZN MKTP US 9U3E67PQ3	EFT:	179.94
06/2024	003309		00 07/19/2024	702-6110-461.54-52	AMZN MKTP US XC3PC6I33	EFT:	118.09
					VENDOR TOTAL *	.00	54,374.54
0004946	00	EVERGY					
2424383255	0624002851		00 06/27/2024	521-0000-352.99-00	STATE TAX ADJUSTMENT	34,854.71-	
2424383255	0624002851		00 06/27/2024	521-4220-442.40-05	STATE TAX ADJUSTMENT	3,775.34-	
2424383255	0624002851		00 06/27/2024	521-4220-442.40-05	ELECTRIC @ WTP	9,521.82	
2424383255	0724002978		00 07/18/2024	521-4220-442.40-05	ELECTRIC AT WTP	15,941.80	
					VENDOR TOTAL *	13,166.43-	
					EFT/EPAY TOTAL ***		54,374.54
					TOTAL EXPENDITURES ****	13,166.43-	54,374.54
				GRAND TOTAL *****			41,208.11

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004340 94519	00	ALL CITY MANAGEMENT SERVICES INC PI0341 008480	00	07/02/2024	001-2110-421.31-15	SCHOOL CROSSING GUARD	EFT:	739.23
						VENDOR TOTAL *	.00	739.23
0000056 72228	00	AMERICAN EQUIPMENT CO. PI0346 008555	00	07/17/2024	404-3110-411.61-09	SNOW REMOVAL EQUIPMENT	EFT:	11,339.00
						VENDOR TOTAL *	.00	11,339.00
0005245 INV07511554	00	AMERICAN SOLUTIONS FOR BUSINESS 003391	00	07/25/2024	702-6110-461.54-52	GARDNER GOLD TSHIRTS	489.87	
						VENDOR TOTAL *	489.87	
0004220 53594 53594	00	AMERICAN TEXTILE MILLS, INC 003394 003394	00	07/25/2024 07/25/2024	521-4230-442.52-20 531-4320-443.52-20	WIPERS WIPERS	EFT: EFT:	168.90 252.90
						VENDOR TOTAL *	.00	421.80
0000566 140029	00	AMERICAN TOPSOIL, INC. 003394	00	07/25/2024	521-4230-442.52-12	6 CY PULV	EFT:	222.00
						VENDOR TOTAL *	.00	222.00
0001986 5588389-05 5909662-00 6049591-00 6112927-00 6008570-00	00	ANIXTER, INC. 003394 003394 003394 003394 PI0350 008628	00	07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/12/2024	501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31 501-4130-441.52-31	TRANSFORMER GROUND LUG 200 AMP FUSE ALUMA FORM FIBERGLASS CLEVIS, COPPER CRIMP & TRANSFORMER PAD	EFT: EFT: EFT: EFT: EFT:	56.31 2,091.41 910.86 1,963.68 13,117.95
						VENDOR TOTAL *	.00	18,140.21
0002431 000740640 000740640 000740640 000740640	00	APWA- MEMBERSHIP 003376 003374 003375 003373	00	07/25/2024 07/25/2024 07/25/2024 07/25/2024	001-3110-431.46-02 001-3120-431.46-02 001-3130-431.46-02 605-3116-431.46-02	APWA MEMBERSHIP - KH APWA MEMBERSHIP APWA MEMBERSHIP APWA MEMBERSHIP - WG	213.91 855.67 1,283.51 213.91	
						VENDOR TOTAL *	2,567.00	
0003515 2452003 2451996 2451996 2451987 2451993 2451986 2451989 2451988 2452004 2452001 2451997 2451998 2451999	00	AUGUSTINE EXTERMINATORS INC 003389 003389 003389 003389 003389 003389 003389 003389 003389 003389 003389 003389 003389 003389	00	07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024 07/25/2024	603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15 603-3150-431.31-15	MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL MONTHLY PEST CONTROL	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	54.38 32.85 32.86 43.05 31.72 43.05 54.38 54.38 31.72 28.33 43.05 64.58 54.38

VEND NO	SEQ#	VENDOR NAME	INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003515	00	AUGUSTINE EXTERMINATORS INC									
2451990			003389			00	07/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	105.60
2451992			003389			00	07/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	75.00
2452002			003389			00	07/25/2024	603-3150-431.31-15	MONTHLY PEST CONTROL	EFT:	31.72
VENDOR TOTAL *										.00	781.05
0099999	00	BETTGE, BRENDA									
000066091		UT				00	05/16/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #: 132292	100.16-
VENDOR TOTAL *										.00	100.16-
0005484	00	BLUE TO GOLD, LLC									
062824-OD-EM		PI0339 008623				00	06/28/2024	001-2120-421.46-01	WEBINAR PACKAGE VOL II	EFT:	5,000.00
VENDOR TOTAL *										.00	5,000.00
0005293	00	BRIGHTSPEED									
313440714	0724	003350				00	07/25/2024	551-4520-445.40-03	AIRPORT PHONE	EFT:	214.29
320501840	0724	003355				00	07/25/2024	602-1340-413.40-03	MONTHLY BILLING	EFT:	37.50
314117591	0724	003356				00	07/25/2024	602-1340-413.40-03	CH PHONE	EFT:	1,631.00
VENDOR TOTAL *										.00	1,882.79
0005376	00	CODE BLUE K9 LLC									
07082024		PI0351 008631				00	07/08/2024	110-2110-421.61-04	PURCHASE OF K9	EFT:	3,000.00
VENDOR TOTAL *										.00	3,000.00
0004817	00	CONVERGEONE, INC									
INV1005087		PI0338 008534				00	06/07/2024	602-1340-413.47-05	MICROSOFT LICENSING UPGRD	EFT:	7,200.00
VENDOR TOTAL *										.00	7,200.00
0005047	00	ELITE AUTOMATION, LLC									
2701		003377				00	07/25/2024	603-3150-431.43-01	CONTROLLER SERVICE LABOR	EFT:	905.00
VENDOR TOTAL *										.00	905.00
0004946	00	EVERGY									
2424383255	0624002851					00	06/27/2024	521-0000-352.99-00	STATE TAX ADJUSTMENT	34,854.71-	
2424383255	0624002851					00	06/27/2024	521-4220-442.40-05	STATE TAX ADJUSTMENT	3,775.34-	
2424383255	0624002851					00	06/27/2024	521-4220-442.40-05	ELECTRIC @ WTP	9,521.82	
2424383255	0724002978					00	07/18/2024	521-4220-442.40-05	ELECTRIC AT WTP	15,941.80	
VENDOR TOTAL *										13,166.43-	
0002956	00	FASTENAL CO.									
KSKA3152969		003392				00	07/25/2024	501-4130-441.53-02	SAFETY GLASSES	EFT:	105.07
KSKA3152990		003392				00	07/25/2024	501-4130-441.52-02	DRILL BITS FOR LINE CREWS	EFT:	138.69
VENDOR TOTAL *										.00	243.76
0004996	00	FLEX MADE EASY									
07242024		003394				00	07/25/2024	721-0000-202.03-11	CONTRIBUTIONS	EFT:	769.16
VENDOR TOTAL *										.00	769.16
0001101	00	GARDNER DISPOSAL SERVICE, INC.									
01-0000114	0724003393					00	07/25/2024	001-6120-461.40-02	TRASH SERVICE	EFT:	430.00

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT	
0099999 000069081	00	JOHNSTON, ROBERT UT	00	05/08/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132270	28.81-	
						VENDOR TOTAL *	.00	28.81-	
0000108 19197747	00	K.C. BOBCAT INC 003359	00	07/25/2024	605-3116-431.52-05	BLADES FOR MOWER #537	528.56		
						VENDOR TOTAL *	528.56		
0002671 105901600	00 0724	KANSAS GAS SERVICE 003393	00	07/25/2024	551-4520-445.40-04	KANSAS GAS SERVICE-AIRPRT	99.06		
						VENDOR TOTAL *	99.06		
0000492 68575	00	KDHE - DIV OF HLTH & ENV LABS 003394	00	07/25/2024	521-4220-442.31-15	LAB FEES - SAMPLE TESTING	EFT:	2,859.00	
						VENDOR TOTAL *	.00	2,859.00	
0002541 102395262	00	KIMBALL MIDWEST 003386	00	07/25/2024	605-3116-431.52-20	PAINT	EFT:	907.74	
						VENDOR TOTAL *	.00	907.74	
0003513 DOGW-GR-2024-08	00	KMEA- DOGWOOD 003360	00	07/25/2024	501-4120-441.41-01	KMEA - DOGWOOD AUG 2024	EFT:	263,749.00	
						VENDOR TOTAL *	.00	263,749.00	
0000805 GARD-2024-06	00	KMGA GAS SUPPLY OPERATING FUND 003394	00	07/25/2024	501-4120-441.41-50	NATURAL GAS	EFT:	35.00	
						VENDOR TOTAL *	.00	35.00	
0002489 1768310 1768331 070324ADJ	00	KPERS 003391 003391 003394	00	07/24/2024 07/24/2024 07/03/2024	721-0000-202.03-05 721-0000-202.03-01 721-0000-202.03-01	072524 PAY PERIOD 072524 PAY PERIOD 070324 ADJ PR	CHECK #: CHECK #: CHECK #:	112 112 112	693.08 55,721.83 28.24-
						VENDOR TOTAL *	.00	56,386.67	
0002490 1768311 1768319	00	KPF 003391 003391	00	07/24/2024 07/24/2024	721-0000-202.03-05 721-0000-202.03-02	072524 PAY PERIOD 072524 PAY PERIOD	CHECK #: CHECK #:	113 113	54.35 36,749.09
						VENDOR TOTAL *	.00	36,803.44	
0003281 F3793	00	LANDMARK DODGE INC,CK GRP-A PI0342 008550	00	07/22/2024	404-3110-411.61-09	'25 RAM 1500 TRUCK	41,999.00		
						VENDOR TOTAL *	41,999.00		
0003281 F3794	00	LANDMARK DODGE INC,CK GRP-B PI0343 008550	00	07/22/2024	404-3110-411.61-09	'25 RAM 1500 TRUCK	41,999.00		
						VENDOR TOTAL *	41,999.00		
0003281 F3795	00	LANDMARK DODGE INC,CK GRP-C PI0344 008550	00	07/22/2024	404-3110-411.61-09	2025 RAM 1500 TRUCK	41,999.00		
						VENDOR TOTAL *	41,999.00		
0003281	00	LANDMARK DODGE INC,CK GRP-D							

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003281 F3797	00	LANDMARK DODGE INC,CK GRP-D PI0345 008550	00	07/22/2024	404-3110-411.61-09	2024 JEEP COMPASS	33,552.00	
						VENDOR TOTAL *	33,552.00	
0004949 L18990	00	LEGAL RECORD, THE 003394	00	07/25/2024	501-4110-441.47-02	BID POST FOR 12.47 KV	EFT:	46.98
						VENDOR TOTAL *	.00	46.98
0005186 44101404	00	LINDE GAS & EQUIPMENT 003393	00	07/25/2024	605-3116-431.44-02	CYLINDER RENTAL	EFT:	79.49
						VENDOR TOTAL *	.00	79.49
0001368 1980	00	LLOYD HAROLD 003392	00	07/25/2024	531-4320-443.31-15	SOFT START FOR NORTH	EFT:	4,910.00
						VENDOR TOTAL *	.00	4,910.00
0099999 000070767	00	LYNN, JEANINE UT	00	05/30/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132337	9.27-
						VENDOR TOTAL *	.00	9.27-
0000233 17621	00	MAXIMUM LAWN CARE 003361	00	07/25/2024	001-2110-421.31-15	MOWING & TRIMMING-MARCH	EFT:	1,345.00
						VENDOR TOTAL *	.00	1,345.00
0003700 1025817	00	MCANANY VAN CLEAVE & PHILLIPS PA 003390	00	07/25/2024	001-1120-411.31-02	LEGAL SERVICES	EFT:	6,391.91
						VENDOR TOTAL *	.00	6,391.91
0004464 127469-2	00	MID-STATE RENTAL 003392	00	07/25/2024	501-4130-441.43-02	TAMPER RENTAL FOR QT	EFT:	62.95
						VENDOR TOTAL *	.00	62.95
0005296 6493850 6493850	00	MISSIONSQUARE RETIREMENT 003391 003391	00 00	07/24/2024 07/24/2024	721-0000-202.03-04 721-0000-202.03-14	CONTRIBUTIONS CONTRIBUTIONS	CHECK #: 101 CHECK #: 101	10,620.35 299.11
						VENDOR TOTAL *	.00	10,919.46
0000144 0354-391928 0354-394436	00	O'REILLY AUTOMOTIVE, INC. 003393 003393	00 00	07/25/2024 07/25/2024	501-4130-441.52-04 501-4130-441.52-04	NEW BATTERY - TRK #443 SHOP SUPPLIES	EFT: EFT:	165.63 2.54
						VENDOR TOTAL *	.00	168.17
0005490 GARD001	00	OLATHE LANES EAST 003394	00	07/25/2024	702-6110-461.54-52	GARDNER GOLD BOWLERS	185.50	
						VENDOR TOTAL *	185.50	
0000142 192022 01 194293 01	00	OLATHE WINWATER WORKS 003394 003394	00 00	07/25/2024 07/25/2024	521-4230-442.52-12 521-4230-442.52-32	HYDRANT METER SADDLE	EFT: EFT:	3,460.00 400.00
						VENDOR TOTAL *	.00	3,860.00
0000393	00	OLSSON, INC.						

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE	VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO	NO	NO						AMOUNT
0000393	00	OLSSON, INC.						
503624		PI0340 008437	00	07/16/2024	501-4140-441.62-15	SUB 1 TRANSF 2 UPGRADE	EFT:	28,090.15
503133		PI0349 008627	00	07/11/2024	501-4140-441.62-14	SUB 4 FINAL DESIGN	EFT:	55,816.08
						VENDOR TOTAL *	.00	83,906.23
0005248	00	OTTAWA COOP 48430						
095430		003362	00	07/25/2024	001-3120-431.52-09	RUBY RED DIESEL	EFT:	265.00
095374		003363	00	07/25/2024	001-3120-431.52-09	RUBY RED DIESEL	EFT:	297.04
095483		003364	00	07/25/2024	001-3120-431.52-09	RUBY RED DIESEL	EFT:	259.64
						VENDOR TOTAL *	.00	821.68
0004836	00	PARKIT						
6456		003365	00	07/25/2024	001-6110-461.54-51	PARKING CONTROL - JULY 4	EFT:	1,680.00
						VENDOR TOTAL *	.00	1,680.00
0001569	00	PAYCOR, INC						
INV05606883		003391	00	07/24/2024	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	993.98
						VENDOR TOTAL *	.00	993.98
0002488	00	PETTY CASH - UTILITIES						
07192024		003368	00	07/25/2024	501-4110-441.46-01	UBER CHARGE-HOUSTON, TX	55.92	
07192024		003366	00	07/25/2024	501-4130-441.52-12	GENERAL SHOP SUPPLIES-DF	49.45	
07192024		003367	00	07/25/2024	501-4130-441.52-12	BITS - DF	27.85	
						VENDOR TOTAL *	133.22	
0000586	00	PROTECTIVE EQUIPMENT TESTING						
85722		003392	00	07/25/2024	501-4130-441.31-15	TESTING OF PROTECTIVE	EFT:	2,126.57
						VENDOR TOTAL *	.00	2,126.57
0099999	00	RAUSCH COLEMAN HOMES						
000041665		UT	00	07/18/2024	501-0000-229.00-00	MANUAL CHECK	60.00	
						VENDOR TOTAL *	60.00	
0003110	00	REJIS COMMISSION						
535328		003369	00	07/25/2024	001-2110-421.31-15	REJIS - TRANSACTIONS	EFT:	93.89
						VENDOR TOTAL *	.00	93.89
0000946	00	RIGHT-WAY JANITORIAL INC						
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	2,500.00
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	346.42
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	362.50
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	46.70
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	362.50
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	46.70
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	604.00
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	105.32
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	725.00
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	100.38
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	670.00
3109		003388	00	07/25/2024	603-3150-431.42-01	JULY JANITORIAL SERVICES	EFT:	92.40

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005001 314701847	00 003387	TRANE U.S. INC	00 07/25/2024	603-3150-431.43-01	SERVICE AGREEMENT-JC	EFT:	4,042.00
VENDOR TOTAL *						.00	4,042.00
0003221 98274321	00 003395	WEX BANK	00 07/25/2024	501-4120-441.52-09	ELEC GENERATION FUEL	EFT:	324.76
98274321	003394		00 07/25/2024	501-4130-441.52-09	ELEC DISTRIBUTION FUEL	EFT:	1,138.66
98274321	003394		00 07/25/2024	521-4220-442.52-09	WATER FUEL	EFT:	262.40
98274321	003394		00 07/25/2024	521-4230-442.52-09	LINE MAINT WATER FUEL	EFT:	1,399.12
98274321	003394		00 07/25/2024	531-4320-443.52-09	WASTEWATER FUEL	EFT:	703.68
98274321	003394		00 07/25/2024	531-4330-443.52-09	LINE MAINT WASTEWTR FUEL	EFT:	449.11
VENDOR TOTAL *						.00	4,277.73
0003878 6822	00 003392	YATES ELECTRIC CO. INC.	00 07/25/2024	531-4320-443.31-15	TRANSFER SWITCH REPAIR	EFT:	3,682.66
VENDOR TOTAL *						.00	3,682.66
HAND ISSUED TOTAL ***							258,609.95
EFT/EPAY TOTAL ***							468,910.53
TOTAL EXPENDITURES ****						161,170.81	727,520.48
GRAND TOTAL *****							888,691.29

COUNCIL ACTION FORM

CONSENT ITEM NO. 3

MEETING DATE: **AUGUST 5, 2024**

STAFF CONTACT: **GONZ GARCIA, UTILITIES DIRECTOR**

Agenda Item: Consider a recommendation to appoint a City of Gardner representative to the Kansas Municipal Gas Agency Board of Directors

Strategic Priority: Fiscal Stewardship

Department: Utilities - Electric

Board/Committee Recommendation:

On July 11, 2024, the Utility Advisory Commission approved a recommendation to the City Council to appoint Evan Rose, as Director with voting rights on the Kansas Municipal Gas Agency Board of Directors.

Staff Recommendation:

Appoint Evan Rose with voting rights on the Kansas Municipal Gas Agency Board of Directors.

Background/Description of Item:

As a member city of the Kansas Municipal Gas Agency, Gardner is required to appoint a Member (Director) and Alternate Member (Alternate Director) to serve on the agency's Board of Directors. The City's Directors must be appointed by the City Council.

Gardner's current representatives on the KMGGA Board of Directors are:

1. Director – Gonz Garcia, expiring August 31, 2024
2. Alternate – Jeff LeMire, expiring August 31, 2025

There are two meetings per year, generally held in the Wichita area. The spring meeting coincides with the Kansas Municipal Utilities annual conference. At least one representative from the City of Gardner shall attend each of these meetings.

Financial Impact:

There would be some travel expenses paid from the Electric Fund.

Attachments:

- July 11, 2024, UAC Meeting excerpt
- KMGGA By-Laws excerpt
- Certificate of Appointment for Director

Suggested Motion:

Appoint Evan Rose as Director with voting rights on the Kansas Municipal Gas Agency Board of Directors for a two-year term expiring on August 31, 2026.

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS**

Page No. 2024-10
July 11, 2024

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 11, 2024, at City Hall. Present were Chairperson Barbara Coleman, Vice Chairperson Bryce Augustine Commissioner Nate Plahn, Commissioner Christopher Jackson, Commissioner Russell Wohler, Utilities Department Director Gonzalo Garcia and Utilities Specialist Erin Groh.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Chairperson Barbara Coleman.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the June 6, 2024, meeting of the Utility Advisory Commission.**
2. **Consider a recommendation to the City Council for appointment of a Director on the Kansas Municipal Gas Agency's Board of Directors.**

Motion by Vice Chair Augustine, seconded by Commissioner Plahn, to approve the Consent Agenda.

Motion carried 5-0 Aye

EXCERPT OF AMENDED AND RESTATED BYLAWS OF KANSAS MUNICIPAL GAS AGENCY

ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

Section 5.2. Voting Powers. Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board of shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.



CERTIFICATE – DIRECTOR

KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of _____, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the ____ day of _____, _____;

Name: _____	Title: _____	
Address: _____		
City: _____	State: _____	Zip Code: _____
Office Phone: _____	Cell Phone: _____	Fax: _____
Email Address: _____		

was appointed to serve on the KMGA Board of Directors for a two-year term beginning September 1, **2024**.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this ____ day of _____, _____.

City Clerk

_____, Kansas

Return completed certificate to:
KMGA, 6300 West 95th Street, Overland Park, KS 66212
Email: ferguson@kmea.com Fax: 913-677-0804

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE:

STAFF CONTACT: PAM WALDECK, POLICE CHIEF

Agenda Item: Consider authorizing the execution of a contract with USD 231 for four (4) School Resource Officers for the 2024-2025 school year

Strategic Priority: Quality of Life

Department: Police Department

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a contract with USD 231 for four (4) School Resource Officers (SROs) for the 2024 – 2025 school year.

Background/Description of Item:

The Police Department has been providing SRO services since 1999. SRO services have been provided without a contract specifying duties and pay compensation. USD 231 and city staff have mutually agreed to enter into a contract for SRO services. The attached contract has been reviewed by both the USD 231 legal staff and the city's attorney.

USD 231 school board approved the contract at their July 15, 2024, board meeting. The contract is for the upcoming school year which officially started on July 1st, 2024, and expires June 30, 2025. The purpose of this time frame is to allow for an annual review of the duties and pay compensation for the officers assigned.

Utilizing an annual contract will also allow for USD 231 to re-evaluate the number of SROs they may need. We increased to four (4) SRO's for the 2023-2024 school year, however due to manpower issues we were not able to staff all 4. It is our intent to staff four (4) SRO's for the 2024-2025 school year. That number could change from year to year depending on enrollment and other factors. The agreement shall automatically renew for successive one-year terms unless terminated.

Financial Impact:

USD 231 will pay \$31.46 for regular hours and \$47.19 for overtime hours worked for SRO duties. These rates are based on the average salaries of the officers currently assigned. When the officers are not working on school-related activities, they will be paid by the city at their normal rates of pay.

Attachments included:

- Agreement

Suggested Motion:

Authorize the City Administrator to enter into a contract with USD 231 to provide four (4) School Resource Officers for the 2024 – 2025 school year.

This agreement, as allowed by K.5.A. 12-2908, as amended, is made and entered into as of **July 1, 2024** by and between the Gardner Police Department hereinafter referred to as "Police Department" and the Unified School District No. 231, Johnson County, State of Kansas, hereinafter called the "District", as follows:

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of the Agreement.** The purpose of this agreement is for the Police Department to assign four Police Officer positions to the District to serve as School Resource Officers ("SRO"). The assigned Police Officers will work with school administrators in providing alcohol and other drug education, maintaining a peaceful campus environment, and may, with the Police Department's and/or SRO's discretion, take appropriate action regarding on-campus or school-related criminal activity.
2. **Term.** The term of this agreement shall be from July 1, 2024, through June 30, 2025. The agreement shall automatically renew for successive one-year terms unless terminated pursuant to paragraph 3. During days that schools are not in session, the SROs may perform duties other than those prescribed by this agreement, as determined by the Police Department.
3. **Termination.** If one party desires to terminate this agreement prior to its automatic renewal on July 1st of any year, written notice of termination shall be provided on or before June 1st of that same year. This agreement shall also be terminated when one party fails to make the necessary budgetary appropriations / allowances within such party's approved budget to allow for the continuation of this agreement. If a party fails to make the necessary budgetary appropriation / allowance for the continuation of this agreement, such party shall provide written notice to the other party within fifteen (15) days of the date of the approval of such budget of such non-appropriation/allowance.
4. **Relationship of Parties.** The parties agree this agreement is entered into for the purposes of encouraging and strengthening community policing efforts. The Police Department shall have the status of an independent contractor for the purposes of this agreement.
 - a. The SROs assigned to the District shall be considered the employee(s) of the Police Department and shall be subject to the Police Department's direction and supervision.
 - b. The Police Department retains the exclusive right to direct the work of the SROs performing work under the terms of this agreement. The manner and method by which services are provided under this agreement shall remain in the exclusive control of the Police Department.
 - c. Any issues related to an assigned SRO's conduct or the execution of the terms of this agreement will be directed to the Police Department, and specifically to the Chief of Police, or his designee.
 - d. The assigned SROs will be subject to current policies, regulations and procedures in effect for Police Department employees, including attendance at all mandated training and testing to maintain state peace officer certification.

- e. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SROs.
 - f. SROs will wear Police Department approved uniforms that properly and clearly identifies them as employees of the Police Department.
 - g. This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this agreement.
5. **Cost.** The District agrees to pay \$31.46 per hour to the Police Department during the term of this agreement for the services of the assigned SROs.
- a. The District will not be responsible for overtime unless the District requests it or when necessary due to exigent circumstances from police-related school activities, including criminal investigations, responses to gang fights, assaults and arson. Overtime at the request of the District will be coordinated with the SRO supervisor and District staff.
 - b. Event overtime requested by the District may include District sporting events, school dances, BOE meetings, or other events requested by the District. The District will determine the number of SROs needed for the event.
 - c. The District agrees to pay \$47.19 per hour to the Police Department for any approved overtime.
 - d. The Police Department agrees to be responsible for all other costs associated with the SRO (i.e., automobile, uniforms, accounting, etc.)
 - e. Any payment from the District to the Police Department is due upon receipt of an itemized statement.
 - f. The per hour and overtime rates of pay may be changed by written notice from the Police Department to the District for any annual renewal term which notice shall be provided on or before May 15th prior to the July 1st renewal term commencement. If the School District objects to the proposed rates, the parties prior to June 1st shall confer and agree upon mutually agreeable rates, which agreement shall be in writing, or either party may terminate pursuant to paragraph 3.
6. **Officer Responsibilities.** Subject to the provisions of paragraph 7 below, the responsibilities of assigned SROs will include the following:
- a. Work in concert with the school's administrative staff, and to that end, shall communicate, coordinate and meet regularly with such staff as requested by school staff and directed by the District.
 - b. To the greatest degree possible, be present in areas of student congregation to observe activities, provide an authoritative presence, and promote informal student - Police Officer contact.
 - c. Provide a program of educational leadership in addressing tobacco, alcohol, and other drug issues and in addressing violence diffusion, violence prevention, and safety issues in the school community.
 - d. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO.
 - e. Present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
 - f. Provide informational in-services for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.

- g. Gather information regarding potential problems, such as criminal activity, gang activity and student unrest, and identify particular individuals who may be a disruptive influence to the school and/or students.
 - h. When a crime occurs, the SRO will, within the SRO's professional discretion, take the appropriate steps consistent with a Police Officer's duty.
 - i. The SROs will present educational programs to students and school staff on topics agreed upon by both parties.
 - j. The SROs will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
 - k. It is understood and specifically agreed by the parties that the SRO shall not be a disciplinarian. It is agreed between the parties that the administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct. However, the SRO shall be a positive and visible authority figure within the school and nothing herein shall be construed as requiring the SRO to ignore disruptive student behavior when so observed.
7. **Performance of SRO Services.** The Police Department and the District expressly agree as follows with respect to the services provided under this agreement:
- a. This agreement and the duties and responsibilities within this agreement do not detract from or place any restrictions upon any individual SRO's exercise of discretion in the performance of his or her duties.
 - b. The duties and responsibilities within this agreement are intended to create a contractual relationship between the Police Department and the District and such duties and responsibilities do not give rise to any duties or responsibilities to any third parties or any individuals or entities who are not a party to this agreement.
 - c. This agreement and the duties and responsibilities stated within this agreement do not give rise to any special relationship or duty to any individual or entity that is not a party to this agreement.
 - d. This agreement and the duties and responsibilities stated within this agreement do not impose any duty owed to any individual or entity who is not a party to this agreement with respect to the enforcement of or the failure to enforce the law.
 - e. This agreement is not intended to abrogate any of the privileges, immunities or other provisions, which are expressly reserved by the Police Department and the District, as stated within the Kansas Tort Claims Act, K.S.A. 75-61011 et seq.
 - f. This agreement is not intended to abrogate any immunity held by individual SROs who are providing police services pursuant to this agreement, which immunities are expressly recognized and to the extent that such immunities can be reserved by the parties, such immunities are expressly reserved.
 - g. This agreement constitutes an express grant of authority by the District to the Police Department to engage in police protection services and law enforcement activities anywhere upon the premises of the District.
 - h. Nothing within this agreement shall preclude the Police Department from requesting assistance from or referring any matter to another law enforcement agency.
8. **Time and Place of Performance.** The Police Department will exercise its best efforts to ensure that the assigned SROs will be available for duty at the school(s) agreed upon with the District each day that school is in session during the regular school year. The Police Department will make a good faith effort to furnish a substitute officer on days when the regular officer is absent

due to illness or Police Department requirements. The number of days per week worked and/or the duty hours of the assigned SROs will generally be the same as teaching staff, but may be modified through mutual agreement. On days that school is in session during the regular school year, the SRO's activities will be restricted to District grounds except for:

- a. Follow-up home visits when needed because of school-related student problems.
 - b. Incentive programs approved by the parties.
 - c. In response to off-campus, but school-related criminal activity.
 - d. In response to emergency police activities, court appearances, and other activities essential to the proper performance of their duties.
9. **District Responsibilities.** The District will provide the SRO an office and such equipment as is necessary at his/her assigned school(s). This equipment shall include a telephone and filing space capable of being secured. The District shall provide access to student personal information forms, attendance records and daily schedules as necessary. The District shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crime or criminal activity at the school building.
10. **Effect on Previously Executed Agreements.** Upon execution of this agreement, all previous agreements between the parties for assignment of SROs to District schools shall be void and of no further force or effect.
11. **Default.** The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of the agreement. Either party shall have fifteen (15) days after receipt of written notice from the other party of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the fifteen (15) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.
12. **Rights and Remedies.** In the event of any breach hereunder and after the lapse of the cure period as per Section 11 above, the non-breaching party shall have all the rights and remedies available under the law. The rights and remedies of the parties hereto shall not be mutually exclusive, but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
13. **Governing Law.** Jurisdiction and Venue. All questions with respect to the construction of this agreement and all rights and liabilities of the parties hereto shall be governed by the laws of the State of Kansas. The sole and exclusive venue for any legal action in any way premised upon the rights and responsibilities of the parties under this agreement shall be within the District Court of Johnson County, Kansas. The parties do hereby stipulate to jurisdiction within the District Court of Johnson County, Kansas.
14. **Agreement Properly Authorized.** By executing this agreement, each party certifies to the other that it has taken the necessary actions and is properly authorized to enter into this agreement. The parties mutually agree to do all acts necessary and proper to carry out the applicable provisions of this agreement.
15. **General Provisions.**
- a. **Severability.** In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- b. **Amendment.** This agreement may be modified only by a writing signed by each of the parties hereto.
- c. **Binding Effect.** To the extent permitted by law, this agreement shall bind the parties and their respective successors and assigns.
- d. **Captions.** The captions to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this agreement or any part or parts of this agreement.
- e. **Notice.** Any written notice which must or may be given relating to this agreement shall be sufficient if mailed postage prepaid, certified mail in the U.S. mail addressed to the attention of the Superintendent, if to the District, and to the Chief of Police, if to the Police Department.
- f. **Assignment.** This agreement is specific to the parties hereto and is therefore not assignable.

In witness whereof, the parties have caused this agreement to be executed the day and year above written.

City of Gardner, Kansas

Unified School District No. 231

City Administrator

President, Board of Education

Tom Reddin

[Signature]

Date: _____

Date: 7-15-24

City Clerk

Board of Education Clerk

Debra D. Starling

City Attorney

Date: _____

COUNCIL ACTION FORM

CONSENT ITEM NO. 5

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: GONZ GARCIA, UTILITIES DIRECTOR

Agenda Item: Consider a recommendation to the City Council to purchase transformers for Substation 1 and Substation 4.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Electric Division

Board/Committee Recommendation:

On July 11, 2024, the Utility Advisory Commission approved a recommendation to the City Council to award a contract to KOC for the purchase of transformers for Substation 1 and Substation 4.

Staff Recommendation:

Approved KOC as the supplier of transformers for Substations 1 and 4.

Background/Description of Item:

Staff is currently working on two projects:

- 1) Substation 1, Transformer 2 Upgrade, CIP Project EL4004
- 2) New Substation 4, CIP Project EL4005

Due to the 32 – 36 months lead time for electrical equipment, our consultant Olsson and Staff began the procurement process for both projects in early 2024.

IFB Process:

City staff issued three (3) Invitations to Bid for CIP Project EL4004 (2) and EL4005 (1). For CIP Project EL4004, two (2) transformer sizes were requested: 30 MVA and 45 MVA. The invitation was published in The Gardner News and on the City’s website, and Drexel plan room. A total of three (3) companies submitted a bid shown below:

Company	Transformer 30 MVA	Transformer 45 MVA	Lead Time
WEG	\$2,637,800.13	\$2,970,275.70	130-140 weeks
Howard Ind	\$2,712,430.10	\$3,013,505.37	72-76 weeks
KOC Electric	\$1,891,728.00	\$2,577,336.00	56 weeks

The bids were reviewed by Olsson and recommended KOC for the following reasons:

- 1. Their cost is lower than the next company by \$400k-800k.
- 2. Their lead time is the shortest at only 56 weeks.

3. They were the only vendor to provide pricing related to sealed tank (non-conservator) and FR3 oil.

Evergry is also purchasing transformers from KOC.

At the present time, Olsson is evaluating if a 45 MW transformer will fit in the existing Substation 1, transformer 2 location.

Financial Impact:

Both transformers to be paid from the Electric Fund.

Attachments:

- July 11, 2024, UAC Meeting excerpt

Suggested Motion:

1) Approve the purchase of a 30 MVA transformer from KOC in the amount of \$1,891,728 plus storage, training, and spare parts for the New Substation 4, CIP Project EL4005

2) Approve the purchase of a second transformer up to 45 MVA from KOC in the amount of \$2,577,336 plus training, and spare parts for the Substation 1, T2 Upgrade, CIP Project EL4004.

**RECORD OF PROCEEDINGS
OF THE UTILITY ADVISORY COMMISSION
GARDNER, KANSAS**

Page No. 2024-10

July 11, 2024

The Utilities Advisory Commission of Gardner, Kansas, met in Regular Session on July 11, 2024, at City Hall. Present were Chairperson Barbara Coleman, Vice Chairperson Bryce Augustine Commissioner Nate Plahn, Commissioner Christopher Jackson, Commissioner Russell Wohler, Utilities Department Director Gonzalo Garcia and Utilities Specialist Erin Groh.

NEW BUSINESS

- 1. Consider a recommendation to accept the proposal from KOC Electric to purchase transformers for the Substation 1, Transformer 2 Upgrade CIP Project EL4004 and for the new Substation 4 CIP Project EL4005.**

Director Garcia discussed how staff is currently working on two projects, the Substation 1 Transformer 2 Upgrade and new Substation 4. The consultant hired [Olsson] stated that there was a 32-36 month lead time on the electrical equipment for the projects. City staff issued three Invitations to Bid and three bids were received back. The companies who bid were WEG, Howard Ind and KOC Electric.

Company	Transformer 30 MVA	Transformer 45 MVA	Lead Time
WEG	\$2,637,800.13	\$2,970,275.70	130-140 weeks
Howard Ind	\$2,712,430.10	\$3,013,505.37	72-76 weeks
KOC Electric	\$2,185,121.00	\$2,577,336.00	56 weeks

Bids were reviewed by Olsson and they recommended KOC Electric due to several factors. KOC's cost was lower than the other companies by \$400,000- \$500,000, the lead time was the shortest at 56 weeks and they're the only vendor who provided a sealed tank, vs a conservator) and FR3 oil. Most transformers use a mineral oil which is very flammable. The City's insurance carrier recommended that Generation use FR3 oil which Garcia said is almost like vegetable oil. The risk is less due to less flammability. Garcia said he recently met with a former Evergy employee who is a consultant prior to the UAC meeting who recommended using KOC because they have the quickest lead time and the best price and is used by Evergy. Garcia said that for the transformer for Substation 4, we need to get a 30 MVA, for Substation 1 a decision hasn't been made yet if we need a 30 or 45 MVA. Garcia wanted the commission to approve a recommendation to the City Council to accept the proposal for KOC versus the other two companies. It will give staff time to review the contracts, legal, and then hopefully in the following weeks staff will have the actual transformer size needed.

Commissioner Wohler asked if Garcia was concerned that the cost was much lower than the other companies. Garcia said that he knows that they're new to the US market but there is no difference from the other companies. They have three repair shops across the country so if there is a problem with a transformer one of the shops can help us get the equipment repaired. Vice Chairperson Augustine said that he felt comfortable with using KOC since Evergy is using them as well.

Motion by Commissioner Plahn, seconded by Vice Chairperson Augustine to approve a recommendation to the City Council to accept the proposal from KOC Electric to purchase transformers for the Substation 1, Transformer 2 Upgrade CIP Project EL4004 and for the new Substation 4 CIP Project EL4005.

Motion carried 5-0 Aye

COUNCIL ACTION FORM
MEETING DATE: AUGUST 5TH, 2024
STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

CONSENT ITEM NO. 6

Agenda Item: Consider authorizing the execution of a contract with Freeman Concrete Construction, LLC for the 2024 Pavement Management Project.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the City Administrator to execute a contract with Freeman Concrete Construction, LLC. for the 2024 Pavement Management Program in the amount of \$839,848.40 and authorize the City Administrator (or City Administrator’s designee for Change Orders less than \$10,000) to approve up to \$20,000 in construction related Change Orders. Change orders will primarily be used for, but not limited to, additional curb removal and replacement.

Background/Description of Item:

This contract leads off the ninth year of the City’s Comprehensive Pavement Management Program. The primary focus of the program has been on resurfacing local streets, but in recent years it has become apparent that significant amount of curb and gutter have deteriorated to the point of needing replacement.

This year’s project includes the replacement of deficient curb and gutter identified on the attached map, along with the concrete work for a school/pedestrian crossing on Madison St, west of Poplar St.

Detailed Description of Project Scope:

An invitation to bid notice was published online at www.drexeltech.com in their distribution plan room, in The Legal Record and on the City’s website. Bids for the project were received and publicly opened by the City of Gardner on July 17th, 2024. The project will include curb replacement along with the concrete work for ADA ramp replacement in St John’s Trace and ADA concrete work for Brookside, Winwood, and Stone Creek parks.

Freeman Concrete Construction, LLC	\$ 839,848.40
Kansas Heavy Construction, LLC	\$ 1,022,486.00
Phoenix Concrete, LLC	\$ 1,080,098.80
Julius Kaaz Construction Co., Inc.	\$ 1,387,660.00
Engineer’s Estimate	\$ 859,890.00

Financial Impact:

Funding for this project will come from the City's infrastructure sales tax. The budget for the 2024 Pavement Management Program and ADA Improvements is \$860,000. The contract bid amount plus the change orders will be within the overall budget.

Attachments Included:

- Agreement
- Map

Suggested Motion:

Authorize the City Administrator to execute the contract with Phoenix Concrete, LLC for the 2024 Pavement Management Program in the amount of \$839,848.40 and authorize the City Administrator (or City Administrator's designee for Change Orders less than \$10,000) to approve up to \$20,000 in construction related Change Orders.

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this ___ day of _____, 2024 by and between the City of Gardner, Kansas, [hereinafter "City"], and Freeman Concrete Construction, LLC [hereinafter referred to as "Contractor"] for the construction of the following described work: **2024 Pavement Management Program** known as City of Gardner Project No. **PW6021**.

RECITALS

WHEREAS, the City desires to construct and complete Project No. **PW6021**.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. PW6021, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for the **2024 Pavement Management Program**.

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

AGREEMENT

- 1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. PW6021. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.
- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor 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 Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
 - b. With respect to this Agreement, the Contractor shall employ the following key personnel: Monte Freeman, Mark Briggs, Josh Louiselle, Nicholas Thomas
 - c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
 - d. The Contractor shall designate Dana N. Knop as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.

- e. City shall designate John Trickett (913-856-0920) as the Project Representative to represent the City in coordinating this project with Contractor, 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 Project cost as defined in Exhibit B.

2.0 Commencement of Contract Time; Notice to Proceed.

- 2.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.
- 2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

- 3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.
- 3.2 Progress Schedule
Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.
- 3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.
- 3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the

claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

3.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

3.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

3.7 Liquidated Damages.

a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
\$0	to	\$25,000	\$75
\$25,001	to	\$50,000	\$125
\$50,001	to	\$100,000	\$200
\$100,001	to	\$500,000	\$400
\$500,001	to	\$1,000,000	\$600
\$1,000,001	to	\$2,000,000	\$925
\$2,000,001	to	\$5,000,000	\$1,375
\$5,000,001	to	\$10,000,000	\$2,000
\$10,000,001	and	up	\$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

- b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.
- c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this Agreement, the total of which shall not exceed a maximum total fee of **\$839,848.40.**

4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor 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. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

- 1) Ten (10) percent until construction is substantially complete;
- 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

4.3 All invoices should be sent to City of Gardner, Public Works Department, 120 E. Main Street, Gardner, KS 66030 Attn: John Trickett.

4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

- 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
- 2) Claims of third parties against City or City's property;
- 3) Failure by Contractor 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; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a

statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

5.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

6.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

7.0 Completion and Final Payment.

7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.

7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that

the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 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.

9.0 Term of Agreement.

In the event that the Work 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.

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:
 - 12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or
 - 12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - 12.1.a.3 Contractor should be adjudicated to be bankrupt; or
 - 12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or
 - 12.1.a.5 a receiver should be appointed for Contractor or any of its property; or
 - 12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor

is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to

its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement, if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days' notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless 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 the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

14.0 Bonds.

14.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

14.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

14.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of

Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

15.0 Insurance.

15.1 The Contractor 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 Contractor 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 Contractor 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 Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.

- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.

- Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.

- Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

- 1) Cover all subcontractors in Contractor's general liability insurance policy;
- 2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

15.3 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

15.4 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 Contractor.

15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

Contractor 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 Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

17.0 Nondiscrimination.

Contractor 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 Contractor further agrees that the Contractor 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.

18.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

19.0 Accessibility.

Contractor 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. Contractor 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.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

All documents prepared by Contractor 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.

20.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor 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.

20.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) 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 five (5) year period.

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body,

officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor'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. Contractor 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.

23.0 Compliance with Laws.

23.1 The Contractor 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.

23.2 Pursuant to K.S.A. 16-113, if the Contractor 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. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

24.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

25.0 Confidentiality.

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

26.0 Notices.

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

To City: City of Gardner
Attn: John Trickett
120 E. Main Street
Gardner, KS 66030

To Contractor: (Contractor Provide)
Freeman Concrete Construction, LLC
Attn: Dana N. Knop
8357 Monticello Road
Shawnee, KS 66227

27.0 Amendments.

27.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

- a. Field Order;
- b. Engineer's review and approval of a Show Drawing or Sample;
- c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties,

guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

City and Contractor 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.

31.0 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.

32.0 Titles.

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

33.0 Negotiations.

City and Contractor agree that disputes relative to the project 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 Contractor 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.

34.0 Costs and Attorney 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.

35.0 Severability.

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

36.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. 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.

37.0 Incorporation of Appendices.

Appendix A - General Conditions, Appendix B - Special Conditions, and Appendix C - Measurement & Payment are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

This Agreement and the Contract Documents represent 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.

39.0 Governing Law and Venue.

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

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

CITY OF GARDNER, KANSAS

FREEMAN CONCRETE CONSTRUCTION, LLC

James Pruetting, City Administrator



Dana N. Knop, Member/Manager

ATTEST:

APPROVED AS TO FORM:

Renee Rich, City Clerk

Ryan Denk, City Attorney

COUNCIL ACTION FORM**CONSENT AGENDA ITEM NO. 7****MEETING DATE:** AUGUST 5TH, 2024**STAFF CONTACT:** CHARLES SMITH, IT MANAGER**Agenda Item:** Consider authorizing the purchase of Network and Endpoint Security Management services from SilverSky**Strategic Priority:** Infrastructure and Asset Security/Management
Fiscal Stewardship**Department:** Administration, IT**Staff Recommendation:**

Staff recommends authorizing the purchase of SilverSky Managed Defender M365 and SilverSky Microsoft MxDR (and all associated licensing and support).

Background/Description of Item:

In late March of 2024 and again in Early June of 2024, staff was notified by CISA (Cybersecurity and Infrastructure Security Agency), the FBI and Homeland Security of a potential breach in our Office 365 environment (3/24) and that our firewall was a Priority 3 on a scale of 1-5 for targeting by a known phishing group. IT staff has been working since the initial notification to find a solution for the current security situation that can also protect us in the future.

The City Administrator has agreed to waive the City of Gardner's Purchasing Policy requirement as outlined in Section 60.4, Professional Services Procurement, Contracts of \$50,000 or More. Due to the time-sensitive nature of this project, staff was unable to meet the RFP/RFQ requirement for projects over \$50,000 as outlined therein, as this process generally takes several weeks to complete. However, to ensure competitive pricing, staff requested quotes from three (3) vendors, but only received an on time response from one (1):

Vendor	Make	Model	Total Bid
Stratus IP	Silver Sky	SilverSky MxDR/Managed Defender M365	\$89,334
Dell Technologies	Dell	Dell MDR w/ Taegis and CRWD	None Provided
Converge One	Unk	Unk	None Provided

Staff has elected to purchase these products from the only bidder, Stratus IP.

Financial Impact:

Funds for this equipment are available from the IT Budget.

Staff Recommendation:

Authorize the City Administrator to purchase of SilverSky Microsoft MxDR and SilverSky Managed Defender M365 at a yearly cost of \$78,936 for three (3) years with a one time on-boarding cost of \$4,398, totaling \$83,334 for the first year.

Schedule of Managed Security Services



City of Gardner KS - Microsoft MxDR/MDR with Options

SILVERSKY
Change the Rules of Engagement

Description	Part Number	Description	Quantity	Monthly Unit Cost	Monthly Recurring Cost
Microsoft MxDR User License	S-200-3138	Managed Detection & Response (MxDR): Includes 24x7 SIEM/SOC, Remediation Support, Lightning Platform and outSOC Security Portal Access) - Full Network User Ingestion	195	\$10.50	\$2,048
Microsoft MxDR Server License	S-200-3139	Managed Detection & Response (MxDR): Includes 24x7 SIEM/SOC, Remediation Support, Lightning Platform and outSOC Security Portal Access) - Server Ingestion	30	\$10.50	\$315
Hybrid Ingestion Option - Microsoft Users & Servers	S-200-3157	Hybrid Ingestion Option for Microsoft Users - Servers - MxDR	225	\$3.50	\$788
Microsoft Managed Defender M365	S-200-3141	Management and Monitoring of Full Microsoft M365 - MDE, MDO, MDI & MDCA Components via MS Azure SentinelSIEM	195	\$6.40	\$1,248
SilverSky Managed Continuous Validation - Basic	S-200-3164 & S-200-3165	SilverSky Managed Continuous Validation - Quarterly Internal/External PEN Testing (Up to 350 Internal & 10 External IPs)	1	\$1,530.00	\$1,530
Managed Incident Response	S-266-2742	SilverSky Managed Incident Response: Plan Development, Table Top Exercises, Designed for the 1st 24-48 Hours, works with XDR/MDR & 6-hour IR Retainer.	1	\$650.00	\$650
Total Monthly Subscription					\$6,578
Microsoft MxDR, Microsoft Managed Defender M365, Azure SentinelSIEM	I-200-3038, I-200-3039, I-200-3141	Installation Assistance, Services Coordination, and One-Time Onboarding for MxDR Services	1	One-Time	\$4,398
One-Time Onboarding					\$4,398

Based on a 36-month services agreement, discount applied to NRC/One-Time Onboarding/Installation

Pricing excludes taxes

12-month Log Retention, Hybrid Ingestion.



SilverSky Microsoft MxDR

SilverSky is an award-winning cybersecurity industry leader with over 20 years of experience protecting businesses large and small. Our 4,000 customers, with an average tenure of 8 years, count on their SilverSky team to deliver services and act as an extension of their security team. SilverSky customers improve their security risk posture because of our flexible approach and skilled team members who focus on the mission of safeguarding our customers.

SilverSky Microsoft Managed Extended Detection and Response (“Microsoft MxDR”) is part of the Lightning platform, which evolved from our strong Managed Security Services heritage coupled with the addition of military-grade data analytics. Our approach proudly puts the “R” in MDR with a recognition that a successful response will show customers receive fewer events over time. SilverSky backs the Microsoft MxDR service with a ten-minute notification SLA on critical alerts.

SilverSky Microsoft MxDR gives your security team both visibility inside the network, and across cloud environments, together with a view of the external global threat landscape. Based on specific customer risk profiles, Alert impact scores are analyzed through our global Security Operations Center (“SOC”), with skilled analysts responding to critical issues 24x7. SilverSky co-manages the Microsoft Sentinel environment with our customers, offering you as much or as little control as you want.

SilverSky utilizes industry-leading data science to look for unknown threats and deliver US-Department of Defense (DoD) proven advanced threat detection, which improves our protection and minimizes “alert noise.” SilverSky gives you visibility and insight to secure your business and reduce system outages or customer impact. SilverSky is built on a foundation of compliance, with a rigorous security controls program that includes continuous internal and external audits. Our programs qualify our company to provide various federal-grade services. We protect your systems, manage your data, and have complete, non-reputative audit trails to satisfy the most stringent Security and Compliance requirements, so we’re protecting your data as we deliver your service.



Key Benefits

- Utilizes your investment in Microsoft security and cloud technologies with a global 24x7x365 SOC, enabling security teams to maximize productivity and effectiveness.
- Protects your business while addressing the resource skill gap and technology cost creep.
- Fast, actionable guidance to address threats before they cause damage to your business.
- Response plans tailored to your business, with real-time insights into security activity, audit trails, and full alert transparency.
- Reduces the time to threat detection with greater fidelity and actionable insights, presenting only relevant alerts to the SOC analyst to speed review and resolution.
- Provides situational awareness across the continuously changing threat landscape.
- Our portal is multi-tenanted with multi-time zones to support global tiered networks of subsidiaries, partners, and customers.

Key Features

Working with our SOC analysts, the SilverSky data science experts combine machine learning, advanced predictive analytics, global threat feeds, and correlation across our customer base to find attacks faster and weed out false positives.

Our noise reduction approach minimizes the need to hunt through alerts, dramatically reducing human error and effort. This approach allows our analysts to focus on a small number of alerts that are impactful to your business, notifying you according to your personalized response playbook and reducing alert fatigue.

Customized Response Through SilverSky Playbooks

SilverSky works with our customers to create customized playbooks to match their business needs, available technical resources, and incident response plans. These playbooks define the customer's notification preference based on incident criticality. Playbooks can be updated at any time, with full audit tracking, and once submitted, will take effect in real time. Playbooks can be grouped by devices, flexibly matching the customer's business requirements.

Service Overview

SilverSky Microsoft MxDR consists of SilverSky monitoring the contracted Customer-owned Microsoft Sentinel environment, related security devices, and applications. It provides near real-time security event analysis across the Customer's security and critical infrastructure 24/7. This Service utilizes the Lightning MxDR platform in conjunction with analysts in SilverSky SOC and the Customer's Microsoft Sentinel instance. The Customer is responsible for any license and consumption fees for the Customer's Azure environment, including fees associated with Microsoft Sentinel and supporting components.

Management activities include service implementation, configuration changes necessary for successfully provisioning the Microsoft MxDR, and tuning the Azure instance for efficiency and cost optimization.

Monitoring activities include collection, storage, reporting, and Customer notification of security or device health events in accordance with Service Level Agreements.

Platform Management for Microsoft Sentinel is included within the Microsoft MxDR offering.

How It Works

SilverSky Microsoft MxDR provides automated, advanced threat detection, alert aggregation, and asset prioritization to ultimately find unknown threats, reduce analyst workload, and dramatically improve the mean time to detection of threats.

Step 1: Data Collection & Optimization

- Data collection agents will be deployed by the customer and or any workloads that will enable the collection efforts of logs needed for security event monitoring. Logs will be aggregated and stored within the customer's Microsoft tenant.

Microsoft Native Sources:

- Microsoft Sentinel (SIEM) includes out-of-the-box connectors that are pre-configured for easy deployment and configuration. Microsoft native connectors include capabilities for ingestion of Microsoft solutions including, but not limited to Microsoft Entra ID Protection, Azure Activity, Office 365, Defender XDR, Defender for Cloud, and Defender for IoT. Data ingested from Microsoft native connectors integrate directly and are parsed natively.

External Sources:

- Microsoft Sentinel (SIEM) includes connectors from third-party vendors to ease the ingestion of third-party application logs into the SIEM. These connectors are found in the content hub within Sentinel. If the data ingestion source is not found in the content hub, SilverSky will leverage either a Syslog collector or REST APIs, if available, to collect and ingest from the service provider.

Log Optimization:

- Data collection is reviewed and tuned to improve the data ingestion process's efficacy and reduce log ingestion cost. This includes filtering low-yielding data and parsing high-yielding data. The service will continue data and cost optimization throughout the service.

Custom Ingestion Sources:

- SilverSky includes a subset of standard correlations utilized across commonly supported data sources, and the service also includes a subset of standard detections (Analytical Rules) aligned with commonly supported sources. For non-standard log sources, such as internally developed applications or applications that are no longer under vendor support, SilverSky will require an engineer to evaluate the application before integration into the SIEM. SilverSky's engineer will assist in evaluating the source and importance of the data the application provides, ultimately yielding maximum value from the ingestion source.

Step 2: Security Event Monitoring & Threat Detection

- Filters, normalization, correlation, and data analysis will be applied to identify potentially anomalous, suspicious, or malicious behaviors indicative of threats in the Customer's environment and invoke long-term memory to compare previous alerts to patterns that enrich new alert insights.

Step 3: SOC Analysis Response

• Investigation & Notification:

- Once a suspicious event is detected, an alert is generated, and a SilverSky security analyst will perform triage and investigation of the event to confirm true-positive, benign, or false-positive. The Customer will be notified according to the nature of the event and service-level agreements. When the Security Operations Team handles security cases, this information is synchronized with the Customer's Microsoft Sentinel instance(s) for Customer visibility.

• Indicator Enrichment:

- Indicators of Compromise ("IoCs") associated with detections are automatically extracted and enriched, leveraging open source and commercial threat intelligence. Supported indicators include IP addresses, domains, URLs, and file hashes. Enriched IoCs are visible within the Lightning Portal.

- All actionable Alerts are escalated to an Event, routed to our monitoring platform, and reviewed by a SOC analyst 24x7
- Analysts will review, analyze, and document their findings in our Lightning platform.
- Severity of the event triggers customer notification following customer playbook response plan
- Tailored reporting and full audit trail are available in the customer portal

Step 4: Managed Threat Correlations & Detections

- As part of Microsoft MxDR, SilverSky will continuously create and deploy new and updated correlations to the Customer's Microsoft Sentinel environment(s) based on standard data sources.
- The SilverSky SOC will monitor and respond to these detections.
- The Customer may elect to have additional, net-new data sources. The customization required for the development, testing, and deployment of new log sources during the Customer onboarding period will be in accordance with the specified engineering services. After that, support for any new correlations, log sources, or content will be covered by billable engineering services.
- Customers can request customized correlations, detections, and alerts that are deployed exclusively in the Customer's environment. Requests must be reviewed and approved by SilverSky, and additional charges may apply.

Step 5: Health Monitoring

- If SilverSky detects agents and/or log collection sources that have become uncommunicative or unreachable or output has not been received from log sources within the scope of service, SilverSky will notify the Customer and assist with troubleshooting.

Proactive Service Support Hours

SilverSky Microsoft MxDR includes up to twenty proactive service support hours per year. These Hours can be utilized to manage the co-managed Microsoft Sentinel instance, the configuration of custom source ingestion, or specialized Defender engagements. Proactive Service Support ensures that SilverSky is there to help secure every step of your IT journey, regardless of whether you completed deployment last week or last year.

Moving from Deployment / Service Implementation to Operations

SilverSky defines a completed Microsoft MxDR service deployment as the date when the following steps have been completed:

- 1) Azure Sentinel Configuration deployed
- 2) Alerts are ingested from configured Azure Sentinel and validated by SilverSky SOC
- 3) SOC Playbooks approved
- 4) Customer onboarded to Lightning Customer Portal

Any changes requested after that date will be managed through our service operations, customer portal service tickets or customer support team.

RACI Matrix

Roles and Responsibilities are used to assign the level of task responsibility for various components of the SilverSky services:

Responsible	The person who is responsible for doing the work
Accountable	The person who is ultimately accountable for the process or task being completed properly
Consulted	People who are not directly involved with carrying out the task but who are informed
Informed	Those who receive output from the process or task or have a need to stay in the know

Task ownership for the Microsoft MxDR service:

Activity	SilverSky	Customer
Participation in deployment project kick-off and ongoing service-related meetings	AC	IR
Enable and configure logging on remote systems or devices per SilverSky instructions	IC	RA
Enable necessary firewall rules and any other network changes to route logs to Microsoft Sentinel.	IC	RA
Provide an Azure dedicated management account with “Contributor” permissions required for Microsoft Sentinel management and configuration.	IC	RA
The customer is responsible for Azure consumption charges related to Microsoft Sentinel, Log Analytics, Logic Apps, and fees payable to Microsoft	IC	RA
Provide a Virtual Machine for a Log Collector Virtual Appliance (document provided) as needed. The log collector is required for onboarding logs from the network, security devices, other commercial cloud services, and custom log sources.	IC	RA
Provide remote access for administration of the Log Collector Virtual Appliance	IC	RA
Provide access to an internal Subject Matter Expert (SME) responsible for managing the specific log source type.	IC	RA
Manage log retention & archiving: The customer is responsible for managing the log archiving processes for historical, backup, compliance, regulatory, or other requirements.	IC	RA
Configure all log sources to send logs appropriately to the agents and log collection devices. This includes but is not limited to, any intermediary log sources. If changes to The Customer’s existing network architecture are required for Service implementation, SilverSky will communicate these changes to The Customer.	IC	RA
Provide detailed information on the network environment to facilitate the deployment of the SilverSky solution. Notify SilverSky of any environmental changes that may affect the execution of the Service.	IC	RA
Install appropriate collecting agents, such as the Azure Monitoring Agent (AMA), and the Microsoft Monitoring Agent (MMA), software on Windows and Linux endpoints, as per SilverSky instructions.	IC	RA
Configuring the network and security devices with the logging details provided by SilverSky (i.e., Syslog)	IC	RA
Provide feedback on fine-tuning alerts and playbooks when required.	IC	RA
Notify SilverSky of any necessary user account changes tied to Customer employee termination; this includes employees or contractors with access to the SilverSky Customer portal or approval to contact the SOC.	IC	RA
Perform additional remediation: During an investigation of security alerts, the SilverSky Security Operation Center may give guidance to a customer to perform specific actions in the Customer’s environment to improve the Customer’s security posture or to fully	IC	RA



SERVICE OVERVIEW

remediate an incident. The performance of these actions is the Customer's responsibility.		
Obfuscate Personally Identifiable Information (PII) data in the Customer's environment. SilverSky will not extract personally identifiable information from the Partner or Customer environment or store it within the SilverSky environment except for sufficient log data for enrichment, case management, reporting, and automation purposes. No raw or PII data should leave the Customer's M365 or Azure environment.	IC	RA
Configure Lighthouse access for SilverSky SOC; as appropriate, the Customer will register SilverSky as DPOR/CPOR/PAL	IC	RA
The customer is responsible for providing and maintaining API credentials for SilverSky when required.	IC	RA
The customer will provide access to and licensing for Microsoft Defender for Endpoint when required.	IC	RA
Technical resource with an understanding of customer's security policies, network configuration, and service requirements to assist with service implementation and participation in testing. Provide timely access to project stakeholders to support the objectives of the Microsoft MxDR service.	IC	RA
Provide internet access and manage firewall rules when required.	IC	RA
Provide an approved ingestion type list for custom ingestion sources	RA	IC
Defining the actions that SOC analysts will take based on incident criticality in the SilverSky customized playbooks	IC	RA
Create and manage case and incident tickets following the SilverSky playbooks	RA	IC
Security alert monitoring 24x7	RA	IC
Global SOC staffed with skilled Level 1, 2, and 3 analysts	RA	IC
Interacting with SOC analysts, viewing and responding to incident tickets via the customer portal	IC	RA
Provide robust and flexible reporting, including historical views, active tickets, audit trail, and compliance reporting with scheduled and on-demand reporting	RA	IC
Provide a file repository for saved reports and asset information	RA	IC
Training on customer portal & reporting	RA	IC
Alert handling, severity scoring with response recommendations	RC	IA
10-minute Service Level Agreement (SLA) to identify a critical alert	RA	IC
Provide 24x7 support of the Lightning platform and customer portal	RA	IC



SilverSky Managed Defender M365

SilverSky is an award-winning cybersecurity industry leader with over 20 years of experience protecting businesses large and small. Our 4,000 customers, with an average tenure of 8 years, count on SilverSky to deliver services and act as an extension of their security team. SilverSky customers improve their security risk posture because of our flexible approach and skilled team members who focus on the mission of safeguarding our customers.

SilverSky offers a Managed Defender M365 solution for our customers who have made an investment in the Microsoft Defender M365 licenses. This solution provides configuration, management, and monitoring of the four security solutions within M365:

1. **Microsoft Defender XDR** - Protect your organization against sophisticated attacks such as phishing and zero-day malware.
2. **Microsoft Defender for Endpoint** - Scale your security with a unified endpoint security platform for preventative protection, post-breach detection, automated investigation, and automated/manual response.
3. **Microsoft Defender for Cloud Apps** - View apps used in your organization, identify and combat cyber threats, and monitor and control data travel in real-time.
4. **Microsoft Defender for Identity** - Use a cloud-based solution to protect your organization's identities from multiple types of advanced targeted cyberattacks.

SilverSky Managed Defender M365 is part of the Lightning platform, which evolved from our strong Managed Security Services heritage coupled with the addition of military-grade data analytics. Our approach proudly puts the "R" in MDR (Managed Detection & Response) with a recognition that a successful response will show customers receive fewer alerts over time. SilverSky backs the Managed Defender M365 service with a ten-minute notification SLA on critical alerts.

SilverSky Managed Defender M365 makes the most of your investment in Microsoft licensing by tuning the environment to meet your business objectives and monitoring the telemetry from these services to respond to security activity. SilverSky has been a Microsoft partner for over 15 years, earning the important distinction of a Solutions Designation Partner. We hold dozens of Microsoft certifications and stay on top of the myriad of changes Microsoft makes to its licensing and feature set on an annual basis. This expertise provides our customers with a tailored solution that evolves over time as both the product features mature and the customer's business changes.

Once configured, each product triggers security alerts based on activity across the customer environment. Alert impact scores are analyzed through our global Security Operations Center ("SOC"), with skilled analysts responding to critical issues 24x7. SilverSky is built on a foundation of compliance, with a rigorous security controls program that includes continuous internal and external audits.



Key Benefits

- Utilizes your investment in Microsoft security and cloud technologies.
- Configuration, ongoing management, and tuning of the four products within Defender M365.
- Global 24x7x365 SOC provides detection and response, enabling security teams to maximize productivity and effectiveness.
- Fast, actionable guidance to address threats before they cause damage to your business.
- Response plans tailored to your business, with real-time insights into security activity, audit trails, and full alert transparency.
- Reduces the time to threat detection with greater fidelity and actionable insights, presenting only relevant alerts to the SOC analyst to speed review and resolution.
- Provides situational awareness across the continuously changing threat landscape.
- Allows you to maximize your investment in Microsoft Defender's security stack while reducing resource skill shortages and preventing technology cost creep.

Key Features

- SOC-as-a-Service – an extension of your own security and IT staff providing continuous 24x7 monitoring of your security environment.
- Configure and deploy up to four Microsoft Defender applications
- Customer portal – View and audit the alert response process with integrated dashboards, incident management, and flexible reporting.

Customized Response Through SilverSky Playbooks

SilverSky works with our customers to create customized playbooks to match their business needs, available technical resources, and incident response plans. These playbooks define the customer's notification preference based on incident criticality. Playbooks can be updated at any time, with full audit tracking, and once submitted, will take effect in real time. Playbooks can be grouped by devices, flexibly matching the customer's business requirements.

Service Overview

SilverSky Managed Defender M365 consists of SilverSky configuring, managing, and monitoring the customer-owned Microsoft Defender M365 services. It provides near real-time security event analysis across the customer's security and critical infrastructure 24/7. The customer is responsible for any license and consumption fees for the customer's environment. SilverSky and the customer will have access to the Microsoft XDR portal provided by the customer.



Management activities include service implementation, configuration changes necessary for successfully provisioning the Managed Defender M365 and tuning the four M365 products for cybersecurity efficiency and cost optimization.

Our highly skilled and certified team of Microsoft experts manage the individual products, responding to alerts and sharing the results in our Lightning customer portal. The customer portal provides a single view into all of the security activity across the Microsoft Defender M365 products, with log detail, analyst comments, and tailored reporting available. Our noise reduction approach minimizes the need to hunt through alerts: this dramatically reduces human error and effort. This approach allows our analysts to focus on a small number of impactful alerts to your business, notifying you according to your personalized response playbook and reducing alert fatigue.

How It Works

SilverSky will provide the customer with the following services:

- Defender M365 services: Microsoft Defender XDR, Microsoft Defender for Endpoint, Microsoft Defender for Cloud Apps, and Microsoft Defender for Identity
- We will advise and support customers installing these tools on endpoints, including servers, workstations, and laptops.
- An agent can be deployed on each endpoint the customer identifies needing the service.
- We will advise and support customers in installing agents on their endpoints, but the customer performs the installation.
- Data is processed within the customer-provided Microsoft XDR portal by alerting our SOC through the customer portal.
- Customer portal analytics reduce false positives.
- Security event detection and prioritization as per our service level agreement.
- Automated monthly reporting.
- Analysts will review, analyze, and document their findings in our Lightning platform.
- Severity of the event triggers customer notification following the customer playbook response plan.
- Tailored reporting and a full audit trail are available in the customer portal.

Proactive Service Support Hours

SilverSky Managed Defender M365 includes up to twenty proactive service support hours annually. These Hours can be utilized for the ongoing management of the in-scope Microsoft Defender M365 technologies, the configuration of custom source ingestion, or specialized Microsoft Defender M365 engagements. Proactive service support ensures that SilverSky is there to help secure every step of your IT journey, regardless of whether you completed deployment last week or last year.

Service	Deliverable
Installation	<p>SilverSky will assist the customer with the deployment of Defender M365, licensed by the customer.</p> <p>The customer is responsible for:</p> <ul style="list-style-type: none"> • Designating a primary point of contact who will be available to assist SilverSky with installation is an appropriately qualified and trained technical lead who will be a permanent stakeholder throughout the engagement. • Providing information about the organization’s software inventory, critical assets, and VIP users. • Deploying agents and adjusting network settings as directed by SilverSky and Microsoft; responsible for the quality of data and any remediation efforts that may be necessary to complete service implementation. • The authority and responsibility for decisions made regarding this service implementation. • The responsibility for any direct or physical remediation. • Co-managing the customer-provided Microsoft XDR portal
Policy Tuning	<p>SilverSky will respond to policy tuning and update requests based on customer-identified priorities.</p> <ul style="list-style-type: none"> • Adding or removing exceptions • Modifying automated response policies • Tuning alert notification rules
Alert Monitoring	<p>Defender M365 alerts will be monitored 24/7 in the customer portal platform and tracked through a three-stage process.</p> <p><u>Triage Alarms:</u></p> <p>Incoming alerts from Microsoft Defender M365 are categorized by severity, grouped with associated events, and may be resolved if certain criteria are met. Incidents are created when the alerts cannot be resolved without further analysis.</p> <p><u>Analyze & Conclude:</u></p> <p>A SOC analyst reviews the incident**, gathers additional context, and may escalate to upper levels of the SOC organization as needed. A conclusion is reached when the analyst(s) decide to resolve the incident as benign, escalate the incident to the customer, or act to quarantine/un-quarantine an endpoint based on the analysis.</p> <p><u>Escalate & Assist:</u></p> <p>The SOC will escalate incidents to the customer if additional information is required or if there is a potential security breach. In the event of a potential breach, the SilverSky analyst will provide guidance on the next steps for investigation or remediation.</p>



	<p>SilverSky does not provide remediation activities for this service and may recommend the use of a 3rd-party incident response team.</p> <p>**Depending on the severity level, it may be aggregated in the customer portal and performed as a multi-alert review.</p>
Product Support	<p>SilverSky will respond to product support requests based on priority. We will handle L1 support and may escalate to the Microsoft support team for L2/L3 support.</p>
Reporting	<p>SilverSky will provide initial training and training materials for the customer portal. The Report Builder feature in the customer portal allows users to create additional reports.</p>

Moving from Implementation to Operations

SilverSky defines a completed Managed Defender M365 service deployment as the date when the following steps have been completed:

- 1) All Microsoft Lighthouse and GDAP delegations are functional.
- 2) Defender Configuration deployed.
- 3) Alerts are ingested from configured Defender sources and validated by SilverSky SOC.
- 4) SOC Playbooks approved.
- 5) Customer onboarded to Lightning Customer Portal.

Any changes requested after that date will be managed through our service operations, customer portal service tickets or customer support team.

RACI Matrix

Roles and Responsibilities are used to assign the level of task responsibility for various components of the SilverSky services:

Responsible	The person who is responsible for doing the work
Accountable	The person who is ultimately accountable for the process or task being completed properly
Consulted	People who are not directly involved with carrying out the task but who are informed
Informed	Those who receive output from the process or task or have a need to stay in the know

Task ownership for the Managed M365 service:

Activity	SilverSky	Customer
Participation in deployment project kickoff and ongoing service-related meetings	AC	IR
Enable and configure logging on remote systems or devices per SilverSky instructions	IC	RA
The customer is responsible for charges related to Microsoft licenses and fees payable to Microsoft	IC	RA
Provide a Virtual Machine for a Log Collector Virtual Appliance (document provided) as needed. The log collector is required for onboarding logs from M365 log sources.	IC	RA



SERVICE OVERVIEW

Provide remote access for administration of the Log Collector Virtual Appliance	IC	RA
Provide access to an internal Subject Matter Expert (SME) responsible for managing the specific log source type.	IC	RA
Manage log retention & archiving: The customer is responsible for managing the log archiving processes for historical, backup, compliance, regulatory, or other requirements.	IC	RA
Configure all log sources so that logs are appropriately sent to the agents and log collection devices. This includes, but is not limited to, any intermediary log sources. If changes to the customer's existing network architecture are required for Service implementation, SilverSky will communicate these changes to the customer.	IC	RA
Provide detailed information on the network environment to facilitate the deployment of the SilverSky solution. Notify SilverSky of any environmental changes that may affect the execution of the Service.	IC	RA
Install appropriate collecting agents, as per SilverSky instructions.	IC	RA
Co-manage the Microsoft Lighthouse portal	RACI	RACI
Provide feedback on fine-tuning alerts and playbooks when required.	IC	RA
Notify SilverSky of any necessary user account changes tied to customer employee termination; this includes employees or contractors that have access to the SilverSky customer portal or approval to contact the SOC.	IC	RA
Perform additional remediation: During an investigation of security alerts, the SilverSky Security Operation Center may give guidance to a customer to perform specific actions in the customer's environment to improve the customer's security posture or to fully remediate an incident. The performance of these actions is the customer's responsibility.	IC	RA
Obfuscate Personally Identifiable Information (PII) data in the customer's environment. SilverSky will not extract personally identifiable information from the Partner or customer environment or store it within the SilverSky environment except for only the sufficient log data for enrichment, case management, reporting, and automation purposes. No raw or PII data should leave the customer's M365 environment.	IC	RA
The customer is responsible for providing and maintaining API credentials for SilverSky when required.	IC	RA
Technical resource with an understanding of customer's security policies, network configuration and service requirements to assist with service implementation and participation in testing. Provide timely access to project stakeholders to support the objectives of the Managed Defender M365 service.	IC	RA
Provide internet access and manage firewall rules when required.	IC	RA
Defining the actions that SOC analysts will take based on incident criticality in the SilverSky customized playbooks	IC	RA
Create and manage case and incident tickets following the SilverSky playbooks	RA	IC



SERVICE OVERVIEW

Security alert monitoring 24x7	RA	IC
Global SOC staffed with skilled Level 1, 2 and 3 analysts	RA	IC
Interacting with SOC analysts, viewing and responding to incident tickets via the customer portal	IC	RA
Provide robust and flexible reporting including historical views, active tickets, audit trail, compliance reporting with scheduled and on-demand reporting	RA	IC
Provide a file repository for saved reports and asset information	RA	IC
Training on customer portal & reporting	RA	IC
Alert handling, severity scoring with response recommendations	RC	IA
10-minute Service Level Agreement (SLA) to identify a critical alert	RA	IC
Provide 24x7 support of the Lightning platform and customer portal	RA	IC

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance authorizing the issuance and delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance authorizing the issuance and delivery of approximately \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.

Background/Description of Item:

At the July 15, 2024, City Council Meeting, the Governing Body approved Resolution No. 2146 authorizing the offer for sale of General Obligation Bonds, Series 2024A. The bonds will be used to pay off 2023A General Obligation Temporary Notes and provide permanent financing for the Hilltop Ridge Special Benefit Districts.

Under Kansas law, general obligation bonds are required to be authorized by an ordinance of the City. The attached ordinance authorizes the issuance of the bonds, describes the security for the bonds (general obligations of the City backed by the City's full faith and credit), includes a covenant by the City to comply with applicable federal tax requirements to maintain the tax-exempt status of the bonds, and authorizes the further details of the bonds to be included in a resolution of the City. (*Approval of the referenced resolution is the next council action after approving this ordinance.*)

At the meeting, Municipal Advisor Tom Kaleko of Baker Tilly will present the credit rating the City received from Standard & Poor's Ratings Services and the bids from the sale. Bond Counsel Tyler Ellsworth of Kutak Rock will be at the meeting to answer any questions.

Financial Impact:

The City will levy special assessments on the properties within the special benefit districts to repay the debt service.

Attachments Included:

- Ordinance No. 2807

Suggested Motion:

Adopt Ordinance No. 2807, an ordinance authorizing the issuance and delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas.

ORDINANCE NO. 2807

AN ORDINANCE AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[1,545,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2024A, OF THE CITY OF GARDNER, KANSAS; AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON THE BONDS AS THEY BECOME DUE.

WHEREAS, the City of Gardner, Kansas (the “City”), is a city of the second class, created, organized and existing under the laws of the State of Kansas (the “State”);

WHEREAS, pursuant to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, the City has previously issued its General Obligation Temporary Notes, Series 2023A (Taxable Under Federal Law), in the original principal amount of \$1,515,000 (the “Existing Notes”), to finance certain sewer and street improvements to serve the Hilltop Ridge Offsite Sanitary Sewer and 167th Street Special Benefit District authorized by Resolution No. 2065, adopted October 19, 2020, and Ordinance No. 2687, passed December 21, 2020, as amended by Ordinance Nos. 2767, passed April 17, 2023, and 2800 passed June 3, 2024, and the Hilltop Ridge Phase One First Plat Internal Improvements Special Benefit District authorized by Resolution No. 2066, adopted October 19, 2020, and Ordinance No. 2688, passed December 21, 2020, as amended by Ordinance Nos. 2768, passed April 17, 2023, and 2801 passed June 3, 2024 (collectively, the “Improvements”)

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the Governing Body of the City now finds and determines that the total cost of the Improvements and related expenses, excluding prepaid special assessments, if any, is at least \$[1,545,000];

WHEREAS, pursuant to K.S.A. 12-6a01 *et seq.*, as amended or supplemented, the Governing Body of the City is authorized to issue general obligation bonds of the City to pay the costs of the Improvements and the costs of redeeming the Existing Notes;

WHEREAS, the Governing Body of the City has advertised the sale of its general obligation bonds in accordance with law and, at a meeting held in the City on this date, will award the sale of such bonds to the lowest bidder; and

WHEREAS, the Governing Body of the City finds and determines that it is necessary for the City to authorize the issuance and delivery of its general obligation bonds in the principal amount of \$[1,545,000] to pay the costs of the Improvements and the costs of redeeming the Existing Notes, including the costs of issuance of the Bonds (as herein defined);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bonds**” means the City’s General Obligation Bonds, Series 2024A, authorized by this Ordinance in the aggregate principal amount of \$[1,545,000], and dated August 29, 2024.

“**City**” means the City of Gardner, Kansas.

“**City Clerk**” means the appointed and acting City Clerk or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Existing Notes**” means the Existing Notes as described in the recitals to this Ordinance.

“**Improvements**” means the improvements referred to in the recitals to this Ordinance or any Substitute Improvements, as defined in the Resolution.

“**Mayor**” means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

“**Ordinance**” means this Ordinance of the City authorizing the issuance of the Bonds.

“**Resolution**” means the Resolution of the City containing the terms and details of the Bonds.

“**State**” means the State of Kansas.

Section 2. Authorization of and Security for the Bonds. There shall be issued and are authorized and directed to be issued the Bonds of the City, in the principal amount of \$[1,545,000], for the purpose of providing funds to pay the costs of the Improvements and to redeem the Existing Notes, including payment of the costs of issuance of the Bonds.

The Bonds shall be general obligations of the City payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 3. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to maturity and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Resolution adopted by the Governing Body of the City.

Section 4. Levy and Collection of Annual Tax. The Governing Body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, and the proceeds derived from the taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time the taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is authorized and directed to pay the principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when the taxes and/or assessments are collected.

Section 5. Tax Covenants. The City covenants and agrees that: (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (2) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds; (3) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; (4) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code; and (5) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” as described in the Code.

Section 6. Further Authority. The Mayor, Finance Director, City Clerk and other City officials are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make alterations, changes or additions in the agreements, statements, instruments and other documents approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication in the official City newspaper.

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PASSED by the Governing Body of the City on August 5, 2024.

APPROVED by the Mayor on August 5, 2024.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

City Clerk

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider a resolution prescribing the form and details of and authorizing the delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution prescribing the form and details of and authorizing the delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

Background/Description of Item:

Following the passing of the ordinance authorizing the issuance and delivery of the bonds, this resolution is the second step to complete the transactions for the sale of the bonds.

The resolution provides the details of the bond issue including such items as the principal and interest payment dates and amounts, the rate of interest, identification of the paying agent and bond registrar (the State Treasurer of Kansas), optional redemption rights, bond registration and transfer provisions and similar information relating to the mechanics of how the bond issue works. The resolution also provides for the creation of certain funds and accounts relating to bond proceeds and money used to pay the debt service on the bonds and includes provisions relating to the administration of such funds and accounts. The resolution further describes the rights of the owners of the bonds and provides an agreement by the City to disclose certain information to the marketplace about the events relating to the bonds and the City's financial and operating data as long as the bonds remain outstanding.

The attached resolution authorizes all preparations to complete the sale and issuance of the bonds.

Bond Counsel Ellsworth and Municipal Advisor Kaleko will be present at the meeting to answer any questions.

Financial Impact:

The City will levy special assessments on the properties within the special benefit districts to repay the debt service.

Attachments Included:

- Resolution No. 2148

Suggested Motion:

Adopt Resolution No. 2148, a resolution prescribing the form and details of and authorizing the delivery of \$1,545,000 principal amount of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, previously authorized by an ordinance of the City.

RESOLUTION NO. 2148

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DELIVERY OF \$[1,545,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2024A, OF THE CITY OF GARDNER, KANSAS, PREVIOUSLY AUTHORIZED BY AN ORDINANCE OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the “City”), has passed the Ordinance (as herein defined) authorizing the issuance of the Bonds (as herein defined); and

WHEREAS, the Ordinance authorized the Governing Body of the City to adopt a resolution prescribing certain details and conditions of, and to make certain covenants with respect to, the issuance of the Bonds;

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

ARTICLE I DEFINITIONS

Section 1.01. Definitions of Words and Terms.

“**Act**” shall mean the Constitution and statutes of the State including, but not limited to, K.S.A. 12-6a01 *et seq.*, as amended or supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, including interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement, and Costs of Issuance of the Bonds, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Denominations**” means \$5,000 and any integral multiple thereof.

“**Authorized Investments**” means those investments authorized by K.S.A. 10-131, as amended and supplemented, and by other provisions of State law applicable to the City.

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry bond (including persons holding book-entry bonds through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry bond for federal income tax purposes.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Counsel**” means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“**Bond Registrar**” means the State Treasurer, Topeka, Kansas, and any successors and assigns.

“**Bonds**” means the City’s General Obligation Bonds, Series 2024A, in the aggregate principal amount of \$[1,545,000], and dated August 29, 2024.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operation.

“**Cede & Co.**” shall mean Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Gardner, Kansas.

“**City Clerk**” means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Costs of Issuance**” shall mean all costs of issuing the Bonds, including all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, all expenses incurred in connection with receiving a rating on the Bonds, and all fees of the Attorney General of the State.

“**Defaulted Interest**” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“**Existing Notes**” means the City’s General Obligation Temporary Notes, Series 2023A (Taxable Under Federal Law), dated September 7, 2023, originally issued in the principal amount of \$1,515,000.

“**Final Official Statement**” means the final official statement prepared by the City or its representatives in connection with the sale of the Bonds and delivered to the Original Purchaser within seven Business Days after the sale of the Bonds in accordance with the SEC Rule. The

Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

“**Improvement Fund**” means the fund by that name created in Section 5.01.

“**Improvements**” means the improvements referred to in the recitals to the Ordinance or any Substitute Improvements, as defined in this Resolution.

“**Interest Payment Dates**” means April 1 and October 1 of each year, commencing April 1, 2025.

“**Letter of Instructions**” means the Arbitrage Letter of Instructions (dated as of the date of issuance of the Bonds) attached to the City’s Closing Certificate to be delivered at the time of issuance and delivery of the Bonds relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

“**Maturity**” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as provided therein, whether at the Stated Maturity or call for redemption or otherwise.

“**Mayor**” means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed or acting Mayor of the City.

“**Ordinance**” means the ordinance of the City authorizing the issuance of the Bonds as further described on *Exhibit B* to this Resolution.

“**Original Purchaser**” means the original purchaser of the Bonds described on *Exhibit B* to this Resolution.

“**Outstanding**” means as of a particular date of determination, all Bonds authenticated and delivered under the provisions of this Resolution, except:

- (a) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- (b) Bonds for the payment or redemption of which moneys or investments have been deposited in accordance with Article XI of this Resolution; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Resolution.

“**Owner**” or “**Bond Owner**” when used with respect to any Bond means the Person in whose name such Bond is registered on the registration books of the Bond Registrar.

“**Participants**” shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“**Paying Agent**” means the State Treasurer, Topeka, Kansas, and any successors and assigns.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

“**Preliminary Official Statement**” means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Bonds and distributed to potential purchasers of the Bonds before the Final Official Statement, as described in the SEC Rule, was made available.

“**Principal and Interest Account**” means the account by that name created in Section 5.01.

“**Purchase Price**” means the original purchase price of the Bonds described on *Exhibit B* to this Resolution.

“**Rebate Fund**” means the fund by that name created in Section 5.01.

“**Record Dates**” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

“**Redemption Date**” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

“**Redemption Price**” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“**Replacement Bonds**” shall mean Bonds issued to the Beneficial Owners of the Bonds in accordance with Section 2.04 of this Resolution.

“**Resolution**” means this resolution relating to the Bonds.

“**SEC Rule**” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to Section 2.04 for the payment of Defaulted Interest.

“**State**” means the State of Kansas.

“**State Treasurer**” means the elected Treasurer of the State or, in the Treasurer’s absence, the appointed acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements authorized pursuant to Section 6.05 of this Resolution.

“**Term Bonds**” means the Term Bonds, if any, described on *Exhibit B* to this Resolution.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidence of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

ARTICLE II DETAILS OF THE BONDS

Section 2.01. Authorization of the Bonds. The Bonds have been authorized pursuant to the Ordinance and the Act for the purpose of providing funds to pay the Authorized Costs of the Improvements, including payment of the costs of redeeming the Existing Notes, and the Costs of Issuance of the Bonds.

Section 2.02. Description of the Bonds. The Bonds shall consist of fully registered bonds in Authorized Denominations and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated August 29, 2024, shall become due on the Stated Maturities, and shall bear interest at the rates per annum set forth on *Exhibit B* to this Resolution.

The Bonds shall bear interest at the rates described on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) from that date or from the most recent Interest Payment Date to which interest has been paid or provided for, which interest shall be payable on the Interest Payment Dates.

Section 2.03. Designation of Paying Agent and Bond Registrar. The State Treasurer is designated as the Paying Agent and Bond Registrar for the Bonds. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds. The City reserves the right to appoint a successor Paying Agent or Bond Registrar. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or bond registrar. Every Paying Agent or Bond Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Bond Registrar meeting the requirements of State law.

Section 2.04. Initial Registration with Securities Depository, Method and Place of Payment of the Bonds. The Bonds shall be registered on bond registration books maintained by the Bond Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the City issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Bonds until and unless the City authenticates and delivers Replacement Bonds to the Beneficial Owners in the manner described in this Section.

If the City determines: (a) that the Securities Depository is unable to properly discharge its responsibilities; (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended; (c) that the continuation of a book-entry only system to the exclusion of any Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the City receives written notice from Participants having interests in not less than 50% of the Bonds, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Bonds being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Bonds, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Bonds of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Bonds, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Bonds. If the Securities Depository resigns and the City or Bond Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Bonds to the Participants for the benefit of the Bond Owners.

The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at Maturity, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed.

Notwithstanding the provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal, redemption premium, if any, and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 2.05. Method of Execution and Authentication of the Bonds. The Bonds shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Bonds. The Bonds shall be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Bonds are issued and delivered, the Bonds may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the

Bonds shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Bonds shall not be valid obligations under the provisions of this Resolution until authenticated by the Bond Registrar or an authorized representative of the Bond Registrar by execution of the Certificate of Authentication appearing on each Bond. It shall not be necessary that the same representative of the Bond Registrar execute the Certificate of Authentication on all of the Bonds.

Section 2.06. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as provided herein. Each Bond when issued shall be registered in the name of the Owner on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, executed by the Owner or by the Owner's authorized agent. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of preparation of a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 3.04 and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest on the Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 2.07. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Stated Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds. If: (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond; and (b) there is delivered to the City and the Paying Agent such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed and any other expenses (including the fees and expenses of the Paying Agent).

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 2.09. Delivery of the Bonds. The sale of the Bonds is awarded to the Original Purchaser. The Mayor and City Clerk are authorized and directed to cause the Bonds to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Bonds to the Original Purchaser upon receipt by the City of the Purchase Price.

ARTICLE III REDEMPTION OF THE BONDS

Section 3.01. Optional Redemption. At the option of the City, Bonds maturing October 1, 2035, and thereafter may be called for redemption and payment prior to Stated Maturity on October 1, 2034, or thereafter at any time in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine) at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Section 3.02. Sinking Fund Redemption. Any Term Bonds shall also be subject to mandatory redemption and payment as described on *Exhibit B* to this Resolution. The mandatory redemption amount for any Term Bond may be reduced by the principal amount of such Term Bond redeemed prior to its Stated Maturity pursuant to optional redemption as set forth in

Section 3.01 of this Resolution. To effect such reduction, the City shall notify the Bond Registrar on or before the 45th day preceding the applicable mandatory redemption date, setting forth the extent of the reduction to be applied with respect to the mandatory sinking fund requirement.

Section 3.03. Selection of Bonds to be Redeemed. The Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, the Bonds shall be redeemed in such manner as the City shall determine, Bonds of less than a full Stated Maturity to be selected by lot in units of \$5,000.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's authorized agent shall present and surrender such Bond to the Bond Registrar:

- (a) for payment of the Redemption Price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption; and
- (b) for exchange, without charge to the Owner, for a new Bond(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond.

If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond as described above, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the amount called for redemption (and to that extent only).

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Bonds, the Securities Depository may, at its option, in lieu of surrendering such Bond, make an appropriate notation on the Bond certificate indicating the date and amounts of the reduction in the principal amount of such Bond (except in the case of the final Stated Maturity of such Bond, where the Bond certificate shall be presented to the City prior to payment).

Section 3.04. Notice of Redemption. In the event the City desires to call the Bonds for redemption prior to their Stated Maturity, unless waived by the Bond Registrar, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the date fixed for redemption or such lesser time period permitted by the Bond Registrar that enables the Bond Registrar to provide the Owners of the Bonds with the notice described in this Section. Unless waived by any Owner of Bonds to be redeemed, if the City shall call any Bonds for redemption and payment prior to the Stated Maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay the Bonds on a specified date, the same being described by Stated Maturity, such notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall

also give such additional notice as may be required by State law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall state:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion called for redemption, and that interest shall cease to accrue from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price); and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Paying Agent.

The notice of redemption may be conditioned on the issuance by the City of a refunding obligation or the receipt of other funds necessary to redeem the Bonds.

During the time the Bonds are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Bonds. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Bond (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Bonds so affected, shall not affect the validity of the redemption of such Bonds.

Prior to or simultaneously with any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date. Upon surrender of such Bonds for redemption in accordance with the notice, such Bonds shall be paid by the Paying Agent at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as provided herein for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Paying Agent and shall not be reissued.

Section 3.05. Effect of Call for Redemption. Whenever any Bond is called for redemption and payment as provided in this Article, all interest on such Bond shall cease from and after the date for which such call is made, provided funds are available for its payment at the Redemption Price specified.

**ARTICLE IV
FORM OF THE BONDS**

Section 4.01. Form of the Bonds. The Bonds shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive, as amended and supplemented.

**ARTICLE V
ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 5.01. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) Improvement Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2024A;
- (b) Principal and Interest Account for the City of Gardner, Kansas, General Obligation Bonds, Series 2024A; and
- (c) Rebate Fund for the City of Gardner, Kansas, General Obligation Bonds, Series 2024A.

Section 5.02. Administration of Funds and Accounts. The funds and accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

**ARTICLE VI
APPLICATION OF BOND PROCEEDS AND OTHER PROCEEDS**

Section 6.01. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery, shall be deposited as follows:

- (a) In the Principal and Interest Account, a sum equal to the accrued interest, if any, on the Bonds and any premium identified on *Exhibit B*; and
- (b) The balance of the proceeds of the Bonds shall be deposited in the Improvement Fund (or directly with the State Treasurer for payment and redemption of the Existing Notes).

Section 6.02. Application of Other Funds. On or before the issuance of the Bonds, the City shall transfer proceeds of the Existing Notes, if any, together with prepaid special assessments, if any, to the Improvement Fund or pay such proceeds directly to the State Treasurer as the paying agent for the Existing Notes to pay a portion of the principal of and interest on the Existing Notes at maturity (*i.e.*, October 1, 2024).

Section 6.03. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including the redemption of the Existing Notes and payment of the Costs of Issuance.

Section 6.04. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements and payment of all Authorized Costs of the Improvements, including redemption of the Existing Notes and payment of Costs of Issuance, shall be transferred immediately to the Principal and Interest Account.

Section 6.05. Substitution of Improvements. The City may elect to substitute or add other improvements pursuant to this Section provided the following conditions are met: (a) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been authorized by the Governing Body of the City in accordance with the laws of the State; (b) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement has been adopted by the Governing Body of the City; (c) the Attorney General of the State has approved an amendment to the transcript of proceedings for the Bonds to include the Substitute Improvement; and (d) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Bonds to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law and the Substitute Improvement has been authorized pursuant to this Section and the laws of the State.

ARTICLE VII PAYMENT OF THE BONDS

Section 7.01. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due and paying the usual and customary fees and expenses of the Paying Agent.

Section 7.02. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Paying Agent for acting in such capacity in the payment of principal and interest on the Bonds, and the charges shall be forwarded to the Paying Agent over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the Owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 7.03. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

**ARTICLE VIII
DEPOSITS AND INVESTMENT OF FUNDS**

Section 8.01. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution shall be deposited and secured in accordance with State law.

Section 8.02. Investments. Moneys held in the funds and accounts created or established in conjunction with the issuance of the Bonds may be invested by the City in Authorized Investments, or in other investments allowed by State law, in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of such fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 8.03. Deposits into and Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited pursuant to the Letter of Instructions. Subject to the transfer provisions provided in subsection (b) below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and no Owner of any Bonds shall have any right in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

(b) Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions. Pursuant to the Letter of Instructions, the City shall remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, Section 12.02 and the Letter of Instructions shall survive the defeasance or payment in full of the Bonds

**ARTICLE IX
DEFAULT AND REMEDIES**

Section 9.01. Remedies. The provisions of this Resolution, including the covenants and agreements contained herein, shall constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time

Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 9.02. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of Stated Maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right hereunder, except in the manner provided herein, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Bonds.

Section 9.03. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**ARTICLE X
AMENDMENTS**

Section 10.01. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Bonds or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or Bonds or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;
- (c) To conform this Resolution or the Bonds to the Code or future applicable federal law concerning tax-exempt obligations; or
- (d) To more precisely identify the Improvements.

The following modifications or amendments to the Bonds or this Resolution shall require the consent of 100% of the Owners of the Bonds:

- (a) The extension of the Stated Maturity of the principal of any of the Bonds, or the extension of any Interest Payment Date;
- (b) A reduction in the principal amount of any of the Bonds or the rate of interest on the Bonds; or
- (c) A reduction in the aggregate principal amount of the Bonds.

Amendments or modifications of the Bonds and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than 66.66% in aggregate principal amount of the Bonds at the time Outstanding.

Section 10.02. Written Evidence of Amendments. Every amendment or modification of a provision of the Bonds or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Owners of any Bond or prospective purchaser or Owners of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

**ARTICLE XI
DEFEASANCE**

Section 11.01. Defeasance. When all or any part of the Bonds or scheduled interest payments shall have been paid and discharged, then the requirements contained herein and the pledge of the City's faith and credit and all other rights granted herein shall cease and determine. Bonds or scheduled interest payments shall be deemed to have been paid and discharged within the meaning of this Resolution if there shall have been deposited with the Paying Agent or a bank located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of the Bonds, in trust for and irrevocably appropriated, moneys and/or United States Government Obligations, or other investments allowed by State law which, together with the interest to be earned on such United States Government Obligations, will be sufficient for the payment of the principal of the Bonds, the redemption premium thereon, if any there be, and/or interest accrued to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to their Stated Maturity (a) the City has elected to redeem such Bonds and (b) either notice of such redemption has been given or the City has given irrevocable instructions, or shall have provided an escrow agent to give irrevocable instructions to the Paying Agent to give such notice of redemption in compliance with Article III of this Resolution. Any moneys and United States Government Obligations which at any time shall be deposited with the Paying Agent or such bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are assigned, transferred and set over to the Paying Agent or such bank in trust for the respective Owners of the Bonds, and such moneys shall be and are irrevocably appropriated to the payment and discharge thereof. All moneys and United States Government Obligations deposited with the Paying Agent or such bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

**ARTICLE XII
TAX COVENANTS**

Section 12.01. General Covenants.

- (a) The City covenants and agrees that:
 - (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and
 - (ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the

Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that:

(i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds;

(ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued; and

(iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code.

Section 12.02. Rebate Covenants. The City covenants and agrees that it will pay or provide for the payment of from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The City specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by the Letter of Instructions. Notwithstanding anything to the contrary contained in this Resolution, the Letter of Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. This covenant shall survive payment in full or defeasance of the Bonds.

Section 12.03. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI or any other provision of this Resolution until the final Stated Maturity date of all Bonds Outstanding.

ARTICLE XIII DISCLOSURE

Section 13.01. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain information as provided in the SEC Rule. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Bonds by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute

and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 13.02. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and the Final Official Statement and made a part hereof by reference.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.01. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Bond for cancellation shall cause the authorization and delivery of a book-entry Bond to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 2.04 of this Resolution, the City shall cause the notices described in Section 2.04 to be delivered and issue Bonds as described in that Section.

Section 14.02. Severability. In case any one or more of the provisions of this Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Bonds appertaining thereto, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 14.03. Further Authority. The Mayor, Finance Director, City Clerk and other officials of the City are further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution to make alterations, changes or additions in the agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 14.04. Governing Law. This Resolution and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 14.05. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the City on August 5, 2024.

SIGNED by the Mayor on August 5, 2024.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

City Clerk

**EXHIBIT A
(FORM OF BOND)**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-__

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER

GENERAL OBLIGATION BOND
SERIES 2024A

Interest Rate: _____%	Maturity Date: October 1, ____	Dated Date: August 29, 2024	CUSIP: 365591 __ _
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REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the owner identified above or registered assigns (the “Owner”), as of the Record Dates as provided herein on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing April 1, 2025 (the “Interest Payment Dates”), until the Principal Amount is paid from the Dated Date hereof or the most recent Interest Payment Date to which interest has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date, upon presentation and surrender of this Bond at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond

on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar (the “Bond Register”) at the close of business on the record date for such interest, which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable: (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Bond Register; (b) at such other address as is furnished to the Paying Agent in writing by the Owner; or (c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address (which shall be in the continental United States) to which such Owner wishes to have such wire directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of Bonds of the City designated “General Obligation Bonds, Series 2024A,” in an aggregate principal amount of \$[1,545,000] (the “Bonds”) issued for the purposes set forth in the Ordinance of the City authorizing the issuance of the Bonds and the Resolution of the City prescribing the form and details of the Bonds (jointly, the “Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to, K.S.A. 12-6a01 *et seq.*, as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas. The Bonds constitute general obligations of the City payable as to both principal and interest from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

Optional Redemption. At the option of the City, Bonds maturing on October 1, 2035, and thereafter, may be called for redemption and payment prior to maturity on October 1, 2034, or thereafter at any time, in whole or in part (selection of Bonds to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

[Sinking Fund Redemption. The Bonds maturing on October 1 in the year _____ (the “Term Bonds”) shall also be subject to mandatory redemption and payment pursuant to the redemption schedule in the Resolution, at the principal amount, plus accrued interest to date fixed for redemption and payment, without premium. The City agrees to redeem the Term Bonds in the principal amounts and at the times set forth in the Resolution.]

Whenever the City is to select Bonds for the purpose of redemption, it shall, in the case of Bonds in denominations greater than \$5,000, if less than all of the Bonds then outstanding are to be called for redemption, treat each \$5,000 of face value of each such fully registered Bond as though it were a separate Bond in the denomination of \$5,000.

If any Bonds are called for redemption and payment prior to maturity, the City shall instruct the Bond Registrar to give written notice of its intention to call and pay such Bonds on a specified date, the same being described by maturity, this notice to be mailed by United States first class mail addressed to the Owners of the Bonds, each of these notices to be mailed not less than 30 days prior to the date fixed for redemption. All Bonds so called for redemption and payment as described above shall cease to bear interest from and after the date for which such call is made, provided funds are available for the payment of such Bonds at the price specified.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar executed by the Owner, or the Owner's authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges prescribed therein. The City, the Paying Agent and the Bond Registrar may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due and for all other purposes, and the City, the Paying Agent and the Bond Registrar shall not be affected by any notice to the contrary. The City shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The City and the Bond Registrar shall not be required: (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest (as defined in the Resolution) and ending at the close of business on the date fixed for the payment of Defaulted Interest.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its seal to be affixed to or imprinted on, and this Bond to be dated the Dated Date shown herein.

CITY OF GARDNER, KANSAS

(Seal) By _____
Mayor

Attest:

City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that this Bond has been registered in my office according to law as of August 29, 2024.

WITNESS my hand and official seal.

(Seal) By _____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2024A, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

OFFICE OF THE STATE TREASURER
TOPEKA, KANSAS,
as Bond Registrar and Paying Agent

By _____

Registration Number _____

**CERTIFICATE OF STATE TREASURER
OFFICE OF THE TREASURER, STATE OF KANSAS**

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in my office, and that this Bond was registered in my office according to law on _____.

WITNESS my hand and official seal.

By _____
Treasurer of the State of Kansas

(Seal)

BOND ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number or
other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Name _____
Title _____

**EXHIBIT B
ADDITIONAL TERMS OF THE BONDS**

Definitions. The following terms defined in the Resolution shall have the meanings ascribed below.

“**Ordinance**” means Ordinance No. 2807 of the City authorizing the issuance of the Bonds.

“**Original Purchaser**” means _____, _____, _____, the original purchaser of the Bonds.

“**Purchase Price**” for the Bonds shall be the par value of the Bonds plus accrued interest, if any, to the date of delivery[, plus a premium of \$ _____] [, less an underwriting discount of \$ _____].

[“**Term Bonds**” shall mean the Bonds maturing in the year _____.]

Maturity Schedule. All of the Bonds shall be become due on the Stated Maturities, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity October 1	Principal Amount	Interest Rate	Stated Maturity October 1	Principal Amount	Interest Rate
2025	\$	%	2035	\$	%
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		
2034			2044		

[TERM BONDS

Stated Maturity October 1	Principal Amount	Interest Rate
	\$	%

The Term Bonds shall also be subject to mandatory redemption and payment on October 1, 20__, or on any Stated Maturity thereafter, pursuant to the redemption schedule set out below, at the principal amount, plus accrued interest to date fixed for redemption and payment,

without premium. The City agrees to redeem the following principal amounts of the Term Bonds in each of the following years:

**Principal
Amount**

\$

**Due
October 1**

*

*Final Maturity.]

Premium. The amount of premium on the Bonds, if any, to be deposited in the Principal and Interest Account is \$0.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the issuance and delivery of \$1,090,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution authorizing the issuance and delivery of approximately \$1,090,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.

Background/Description of Item:

At the July 15, 2024, City Council Meeting, the Governing Body approved Resolution No. 2146 authorizing the offer for sale of General Obligation Temporary Notes, Series 2024B.

The notes will be used to provide temporary financing for offsite sewer improvements and a lift station for the Lone Star Prairie Special Benefit District. After the improvements have been constructed, General Obligation Bonds will be issued to provide permanent financing. The City will levy special assessments on the properties within the special benefit district to repay the debt service.

The attached resolution authorizes all preparations to complete the sale and issuance of the temporary notes.

Bond Counsel Ellsworth and Municipal Advisor Kaleko will be available at the meeting to answer any questions.

Financial Impact:

The issuance and interest costs associated with the debt issue will be included in the special benefit district.

Attachments Included:

- Resolution No. 2149

Suggested Motion:

Adopt Resolution No. 2149, a resolution authorizing the issuance and delivery of \$1,090,000 principal amount of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas.

RESOLUTION NO. 2149

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$[1,090,000] PRINCIPAL AMOUNT OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2024B, OF THE CITY OF GARDNER, KANSAS, FOR THE PURPOSE OF TEMPORARILY FINANCING THE COST OF CERTAIN INTERNAL IMPROVEMENTS OF THE CITY.

WHEREAS, pursuant to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, all as amended or supplemented, and all other provisions of the laws of the State of Kansas (the “State”), by proceedings and other actions legally taken, the City of Gardner, Kansas (the “City”) is proceeding with constructing certain sewer improvements to serve the Lone Star Prairie Special Benefit District (the “Improvements”), at a total estimated cost of not to exceed \$1,150,000;

WHEREAS, the costs of the Improvements are authorized to be paid in whole or in part by the issuance of general obligation bonds of the City in the manner provided by law; and

WHEREAS, it is necessary for the City to provide interim financing for the Improvements until the construction is completed and general obligation bonds can be issued to permanently finance the cost of the Improvements, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City, the notes to be issued by the City pursuant to K.S.A. 10-123;

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

ARTICLE I DEFINITIONS

Section 101. Definitions of Words and Terms.

“**Act**” means the Constitution and statutes of the State including, but not limited to, K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, all as amended or supplemented.

“**Authorized Costs**” means the amount of expenditures for an improvement, which may include capitalized interest and interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.

“**Authorized Denominations**” means the denomination of \$5,000 or any integral multiple thereof.

“**Authorized Investments**” means those investments permitted by K.S.A. 10-131, as amended from time to time, or as otherwise permitted under the laws of the State.

“**Beneficial Owner**” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry note (including persons holding book-entry notes through nominees, depositories or other intermediaries), or (b) is treated as owner of any book-entry note for federal income tax purposes

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Counsel**” means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.

“**Capitalized Interest Deposit**” means the amount set forth on *Exhibit B* to be deposited into the Principal and Interest Account.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” means the City of Gardner, Kansas.

“**City Clerk**” means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“**City Treasurer**” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“**Costs of Issuance**” means all costs of issuing the Notes, including, but not limited to, all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor, and all fees of the Attorney General of the State.

“**Final Official Statement**” means the final official statement prepared by the City or its representatives in connection with the sale of the Notes and delivered to the Original Purchaser within seven business days after the sale of the Notes in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.

“**Improvement Fund**” means the fund by that name created in Section 401.

“**Improvements**” means the Improvements referred to in the recitals to this Resolution, together with any Substitute Improvements as defined in this Resolution.

“Interest Payment Dates” means April 1 and October 1 in each year, commencing April 1, 2025, and ending on the maturity date of the Notes, or such other time as the Notes are paid or provision for the payment is made.

“Letter of Instructions” means the arbitrage letter of instructions (dated as of the date of issuance of the Notes) relating to certain matters within the scope of Section 148 of the Code, as the same may be amended or supplemented in accordance with its terms.

“Mayor” means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Notes” means the General Obligation Temporary Notes, Series 2024B, authorized by this Resolution in the aggregate principal amount of \$[1,090,000], and dated August 29, 2024.

“Original Purchaser” means the original purchaser of the Notes described on *Exhibit B* to this Resolution.

“Outstanding” means all Notes issued, authenticated and delivered under the provisions of this Resolution, except:

- (a) Notes canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;
- (b) Notes for the payment or redemption of which monies or investments have been deposited in accordance with this Resolution; and
- (c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the registration books of the City as maintained by the Note Registrar.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, Topeka, Kansas, and any successors and assigns

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

“Preliminary Official Statement” means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Notes and distributed to

potential purchasers of the Notes before the Final Official Statement, as described in the SEC Rule, was made available.

“**Principal and Interest Account**” means the account by that name created in Section 401.

“**Principal Payment Date**” means October 1, 2026, or until such time as the aggregate principal amount of the Notes has been paid or provision is made for payment.

“**Purchase Price**” means the original purchase price of the Notes described on *Exhibit B* to this Resolution.

“**Rebate Fund**” means the fund by that name created in Section 401.

“**Record Dates**” means the fifteenth day of each month (whether or not a business day) preceding the Interest Payment Dates of each year the Notes are Outstanding.

“**Replacement Notes**” means Notes issued to the Beneficial Owners of the Notes in accordance with Section 204 of this Resolution.

“**Resolution**” means this Resolution authorizing the issuance of the Notes.

“**SEC Rule**” means the Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 C.F.R. Section 240.15c2-12).

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**State**” means the State of Kansas.

“**State Treasurer**” means the elected Treasurer of the State or, in the Treasurer’s absence, the acting Treasurer of the State.

“**Substitute Improvement**” means any improvement or addition in the City which has been authorized by a resolution or ordinance of the City in accordance with Section 504 of this Resolution to be in place of or in addition to the Improvements set forth in the recitals to this Resolution.

ARTICLE II AUTHORIZATION OF THE NOTES

Section 201. Authorization of and Security for the Notes. The Notes are authorized and directed to be issued pursuant to this Resolution for the purpose of providing funds to pay the Authorized Costs of the Improvements.

The Notes shall be general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from special assessments levied upon the property benefited by the construction of the Improvements, or from current revenues of the City authorized for such purpose. If not so paid, the principal of and interest on the Notes shall be payable from

ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar determines. The Notes will be dated August 29, 2024, bear interest from that date at the interest rate set forth on *Exhibit B* to this Resolution until paid and become due on the Principal Payment Date.

Interest on the Notes at the rate set forth on *Exhibit B* to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) shall be payable on the Interest Payment Dates to the Owners of the Notes whose names appear on the books maintained by the Note Registrar at the close of business on the Record Dates.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is designated as the Paying Agent and Note Registrar for the Notes. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes. The City reserves the right to appoint a successor Paying Agent or Note Registrar. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or note registrar. Every Paying Agent or Note Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Note Registrar meeting the requirements of State law.

Section 204. Initial Registration with Securities Depository. The Notes shall be registered on note registration books maintained by the Note Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the City issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Notes until and unless the City authenticates and delivers Replacement Notes to the Beneficial Owners in the manner described in this Section.

If the City determines (a) that the Securities Depository is unable to properly discharge its responsibilities, (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, (c) that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the City receives written notice from Participants having interests in not less than 50% of the Notes, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Notes of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Notes to the

Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Notes, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Notes. If the Securities Depository resigns and the City or Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Notes to the Participants for the benefit of the Owners.

Section 205. Method and Place of Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

The principal of and any premium on the Notes shall be paid to the Owner of each Note upon presentation of the Note at the maturity or redemption date to the Paying Agent for cancellation. The interest payable on the Notes on any Interest Payment Date shall be paid by the Paying Agent to the Owner of each Note at the Owner's address as it appears on the registration books of the City maintained by the Note Registrar at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner;
or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The Paying Agent will keep in its offices a record of payment of principal of, premium, if any, and interest on all Notes.

Section 206. Method of Execution and Authentication of the Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Notes. The Notes will be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Notes are issued and delivered, the Notes may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing on the Notes

shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Notes shall not be valid obligations under the provisions of this Resolution until authenticated by the Note Registrar or an authorized representative of the Note Registrar by execution of the Certificate of Authentication appearing on each Note. It shall not be necessary that the same representative of the Note Registrar execute the Certificate of Authentication on all of the Notes.

Section 207. Registration, Transfer and Exchange of Notes. As long as the Notes remain Outstanding, the City will instruct the Note Registrar to keep the books for the registration and transfer of the Notes as provided in this Resolution.

Upon presentation of the necessary documents as described below, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an Authorized Denomination of the same maturity and for the same aggregate principal amount as the Note(s) which was presented for transfer or exchange.

All Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, executed by the Owner of the Notes or by the Owner's authorized agent. In addition, all Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation.

Prior to delivery of the new Note(s) to the transferee, the Note Registrar shall register the same in the registration books and shall authenticate each Note.

The City shall pay out of the proceeds of the Notes the fees of the Note Registrar for registration and transfer of the Notes and the cost of preparing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners. The City and the Securities Depository shall be paid directly by the Note Owner for any tax or other governmental charge required to be paid with respect to a transfer.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date.

New Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by this Resolution and shall be entitled to all of the security and benefits to the same extent as the Notes surrendered.

The City, Note Registrar and Paying Agent may deem and treat the person in whose name any Note is registered as the absolute Owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on the Note and for all other purposes, and all such payment so made to any such Owner or upon the Owner's order shall be valid and effectual to the extent of the sum or sums so

paid, and neither the City, Note Registrar nor Paying Agent shall be affected by any notice to the contrary.

Section 208. Surrender and Cancellation of Notes. Whenever any Outstanding Notes are delivered to the Note Registrar for cancellation pursuant to this Resolution, upon payment of the principal amount of and interest on the Note or replacement pursuant to this Resolution, the Note shall be canceled by the Note Registrar and returned to the City Clerk.

Section 209. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Note Registrar may authenticate a new Note of like date, maturity, denomination and interest rate; provided, that in the case of any mutilated Note, the mutilated Note shall first be surrendered to the City or the Note Registrar, and, in the case of any lost, stolen or destroyed Note there will first be furnished to the Note Registrar's and the City's satisfaction evidence of such loss, theft or destruction together with an indemnity. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City and Note Registrar may pay the same without surrender of the Note. The City and Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with replacing any Note or Notes mutilated, stolen, lost or destroyed.

Section 210. Execution and Delivery of the Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Notes in the manner specified above, and to cause the Notes to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Notes to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 211. Form of the Notes. The Notes shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on *Exhibit A* to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive.

ARTICLE III REDEMPTION OF THE NOTES

Section 301. No Optional Redemption. The Notes shall not be subject to optional redemption and payment prior to maturity.

ARTICLE IV ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, the following funds and accounts will be created within the Treasury of the City:

A. Improvement Fund for the City of Gardner, Kansas, General Obligation Temporary Notes, Series 2024B;

B. Principal and Interest Account for the City of Gardner, Kansas, General Obligation Temporary Notes, Series 2024B; and

C. Rebate Fund for the City of Gardner, Kansas, General Obligation Temporary Notes, Series 2024B.

Section 402. Administration of Funds and Accounts. The funds and accounts established in this Resolution shall be administered in accordance with the provisions of this Resolution as long as the Notes are Outstanding.

ARTICLE V APPLICATION OF NOTE PROCEEDS

Section 501. Disposition of Note Proceeds. Upon issuance and delivery of the Notes, the proceeds shall be deposited as follows:

A. In the Principal and Interest Account, (i) a sum equal to the accrued interest, if any, (ii) any premium set forth on the attached *Exhibit B*, and (iii) the Capitalized Interest Deposit set forth on the attached *Exhibit B*. Moneys in the Principal and Interest Account will be used exclusively for the payment of the principal of, premium, if any, and interest on the Notes, including capitalized interest, and for the payment of Paying Agent fees.

B. The City will deposit the balance of the proceeds of the Notes immediately upon receipt into the Improvement Fund, which will be used solely for the purpose of paying the Authorized Costs of the Improvements. The City covenants that in the construction of the Improvements, it has or will perform all duties and obligations relative to such Improvements as are now or may be imposed by the Act and the provisions of this Resolution.

Section 502. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including payment of Costs of Issuance.

Section 503. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements shall be transferred immediately to the Principal and Interest Account and applied to the payment of principal and interest due on the Notes.

Section 504. Substitution of Improvements. If the City is prevented, hindered or delayed from proceeding with the construction of the Improvements described in Section 101 of this Resolution, the City may elect to substitute or add other improvements pursuant to this Section (the "Substitute Improvements") provided the following conditions are met: (1) the Substitute Improvements and the issuance of general obligation bonds to pay the cost of the Substitute Improvements have been duly authorized by the Governing Body of the City in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Notes to pay the costs of the Substitute Improvements has been duly adopted by the Governing Body of the City; (3) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Notes to pay the Authorized Costs of the Substitute Improvements will not adversely affect the tax-exempt status

of the Notes under State or federal law and the Substitute Improvements have been duly authorized pursuant to this Section and the laws of the State.

ARTICLE VI PAYMENT OF THE NOTES

Section 601. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account will be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Notes as and when the same become due, including the payment of capitalized interest, and paying the usual and customary fees and expenses of the Paying Agent.

Section 602. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Notes when they become due, and also to pay the charges made by the Paying Agent for acting in such capacity. Charges over and above the amount of the principal of, premium, if any, and interest on the Notes shall be forwarded to the Paying Agent. If, through the lapse of time, or otherwise, the Owners of Notes are no longer entitled to enforce payment of their obligations, it will be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 603. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Notes were issued and all other indebtedness of the City shall be transferred and paid into the Bond and Interest Fund of the City.

ARTICLE VII DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution will be deposited in a bank or banks or federal or state chartered savings and loan association(s) and shall be secured in accordance with State law.

Section 702. Investments. Moneys held in the funds and accounts created or established by this Resolution in conjunction with the issuance of the Notes may be invested by the City in Authorized Investments, or in other investments allowed by State law, in the amounts and maturing at the times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose the fund or account was created. All interest on any Authorized Investment held in any fund or account shall (except amounts required to be deposited into the Rebate Fund in accordance with the Letter of Instructions) accrue to and become a part of the fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

Section 703. Deposits into and Application of Moneys in the Rebate Fund.

A. Amounts will be deposited in the Rebate Fund as required by the Letter of Instructions. Subject to the transfer provisions provided in subsection C below, all money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the federal government of the United States of America, and neither the City nor the Owner of any Notes shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section, by the preceding Section and by the Letter of Instructions (which is incorporated herein by reference).

B. Pursuant to the Letter of Instructions, an amount shall be deposited to the Rebate Fund from moneys contributed by the City or from available investment earnings on amounts held in the Principal and Interest Account or the Improvement Fund, if and to the extent required, so the balance in the Rebate Fund will be sufficient to pay the rebatable arbitrage due on each Computation Date and the Final Computation Date (as the terms are defined in the Letter of Instructions). Computations of the rebatable arbitrage shall be performed by or on behalf of the City in accordance with the Letter of Instructions.

C. Pursuant to the Letter of Instructions, the City will remit rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after the redemption and payment of all of the Notes and after the payment and satisfaction of, or the provision for, any rebatable arbitrage will be withdrawn and released to the City.

D. Notwithstanding any other provision of this Resolution, including in particular this Article, the obligation to remit rebatable arbitrage to the United States and to comply with all other requirements of this Section, the preceding Section and the Letter of Instructions shall survive the defeasance or payment in full of the Notes.

ARTICLE VIII DEFAULT AND REMEDIES

Section 801. Remedies. The provisions of this Resolution, including the covenants and agreements herein, shall constitute a contract between the City and the Owners of the Notes. The Owner or Owners of any of the Notes at the time Outstanding have the right for the equal benefit and protection of all Owners of Notes similarly situated:

A. By mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

B. By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

C. By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 802. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of the Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds pledged by this Resolution to the payment of the principal of and interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right described below, except in the manner provided by this Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Notes.

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred in this Resolution. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or impair any rights or remedies on the Note. No delay or omission of any Note Owner to exercise any right or power accruing upon any default shall impair any right or power or be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Notes by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy is discontinued or abandoned for any reason, or is determined adversely to the Owner, then, and in every such case, the City and the Owners of the Notes will be restored to their former positions and rights under this Resolution, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE IX AMENDMENTS

Section 901. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Notes or this Resolution, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution or the Notes or to make any other change not prejudicial to the Owners;
- (b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;
- (c) To more precisely identify the Improvements;
- (d) To provide for the issuance of bearer notes and the exchange of fully registered Notes for bearer notes upon the terms and conditions as the City determines; provided, however, that no such amendments become effective unless and until the City has received an opinion of Bond Counsel in the form and substance satisfactory to the City,

to the effect that the issuance of such bearer notes or the exchange of Notes for such bearer notes will not cause the interest on the Notes to be includable in the gross income of the recipients of the Notes under the provisions of applicable federal law; or

(e) To conform this Resolution or the Notes to the Code or future applicable federal law concerning tax-exempt obligations.

The following modifications or amendments to the Notes or this Resolution shall require the consent of 100% of the Owners of the Notes:

(a) The extension of the maturity of the principal of any of the Notes, or the extension of the maturity of any interest on any of the Notes;

(b) A reduction in the principal amount of any of the Notes or the rate of interest on the Notes; or

(c) A reduction in the aggregate principal amount of the Notes.

Amendments or modifications of the Notes and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than two-thirds (66.66%) in aggregate principal amount of the Notes at the time Outstanding.

Section 902. Written Evidence of Amendments. Every amendment or modification of a provision of the Notes or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution will always be kept on file in the Office of the City Clerk and made available for inspection by the Owners of any Note or prospective purchaser or Owners of any Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X CONTINUING DISCLOSURE

Section 1001. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain terms or provisions to be specified in a competitive bid, ratings, other terms of the Notes depending on such matters, and the identity of the underwriters. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The use of the Final Official Statement in the reoffering of the Notes by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 1002. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and made a part hereof.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Note for cancellation shall cause the authorization and delivery of a book-entry Note to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 204 of this Resolution, the City shall cause the notices described in Section 204 to be delivered and issue Notes as described in that Section.

Section 1102. Tax Covenants. The City covenants and agrees that it will not take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purpose for which the Notes are issued as set forth above, and that it will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City under this Resolution, the City shall take such action as may be necessary.

Without limiting the generality of the above, the City agrees that there will be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Notes. This covenant shall survive payment in full or defeasance of the Notes. The City specifically covenants to pay or cause to be paid to the United States, at the times and in the amounts determined under this Resolution, the Rebate Amounts as described in the Letter of Instructions.

Section 1103. Severability. In case any one or more of the provisions of this Resolution or of the Notes issued under this Resolution is for any reason found to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Notes relating to this Resolution, but this Resolution and the Notes will be construed and enforced as if the illegal or invalid provision had not been contained in this Resolution. In case any covenant,

stipulation, obligation or agreement contained in the Notes or in this Resolution is for any reason found to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1104. Further Authority. The Mayor, City Clerk and other officials are further authorized and directed to execute any and all documents and to take actions they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution. They may make and approve alterations, changes or additions in the above-mentioned agreements, statements, instruments and other documents approved, authorized and confirmed by this Resolution, and the execution or taking such action shall be conclusive evidence of the necessity or advisability thereof.

Section 1105. Governing Law. This Resolution and the Notes will be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1106. Effective Date. This Resolution is to take effect and be in full force from and after its adoption by the Governing Body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the City on August 5, 2024.

SIGNED by the Mayor on August 5, 2024.

CITY OF GARDNER, KANSAS

By _____
Mayor

(Seal)

Attest:

City Clerk

**EXHIBIT A
FORM OF NOTE**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

REGISTERED
NUMBER R-__

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF GARDNER
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2024B

Interest	Maturity	Dated	CUSIP:
Rate: _____%	Date: October 1, 2026	Date: August 29, 2024	

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Gardner, in the County of Johnson, State of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns (collectively, the “Owner”), as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing April 1, 2025 (the “Interest Payment Dates”), until the Principal Amount is paid, unless this Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date, upon presentation and surrender of this Note at the office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar (the “Note Register”) at the close of business

on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the Owner shown on the Note Register, (b) at such other address as is furnished to the Paying Agent in writing by the Owner or, (c) in the case of an interest payment to any Owner that is a securities depository, by electronic transfer to such Owner upon written notice given to the Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instruction including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The principal, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America. The Notes constitute general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from special assessments levied upon the property benefited by the construction of certain Improvements as said term is defined in the Resolution (as defined in this Note), or from current revenues of the City authorized for such purpose. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

This Note is one of an authorized series of Notes of the City designated “General Obligation Temporary Notes, Series 2024B” in an aggregate principal amount of \$[1,090,000] (the “Notes”) issued for the purposes set forth in the resolution of the City authorizing the Notes (the “Resolution”). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including, but not limited to K.S.A. 10-123 and K.S.A. 12-6a01 *et seq.*, all as amended or supplemented, and all other applicable provisions of the laws of the State of Kansas.

The Notes are not subject to optional redemption by the City.

The Notes are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The Notes may be exchanged at the office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity of other authorized denominations upon the terms provided in the Resolution.

The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner for purposes of receiving payment of or on account of principal and interest due and for all other purposes and neither the City nor the Note Registrar shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner in person or by the Registered Owner’s agent duly authorized in writing, at the office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Note. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. Neither the City nor the Note Registrar shall be required to

transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending on the Interest Payment Date.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the City, including this series of Notes, does not exceed any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration shall have been lawfully executed by the Note Registrar.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed to or imprinted on, and this Note to be dated the Dated Date shown herein.

(Seal)

CITY OF GARDNER, KANSAS

Mayor

ATTEST:

By _____
City Clerk

This Note shall not be negotiable unless and until countersigned below by the City Clerk following registration by the Treasurer of the State of Kansas.

(Seal)

City Clerk

=====

CERTIFICATE OF CITY CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, the City Clerk of the City of Gardner, Kansas, certify that the within Note has been registered in my office according to law as of August 29, 2024.

WITNESS my hand and official seal.

(Seal)

City Clerk

=====

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2024B, of the City of Gardner, Kansas, described in the within-mentioned Resolution.

Registration Date _____

Office of the State Treasurer
Topeka, Kansas
as Note Registrar and Paying Agent

By _____

Registration Number _____

=====

CERTIFICATE OF STATE TREASURER

I, STEVEN JOHNSON, Treasurer of the State of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in my office, and that this Note was registered in my office according to law on _____.

WITNESS my hand and official seal.

(Seal)

STEVEN JOHNSON
Treasurer of the State of Kansas

=====

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note to which this assignment is affixed in the outstanding principal amount of \$ _____ standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Temporary Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By _____
Title _____

EXHIBIT B
ADDITIONAL TERMS OF THE NOTES

Definitions. The following terms defined in this Resolution shall have the meanings ascribed below:

“**Capitalized Interest Deposit**” means the amount of \$_____ to be deposited in the Principal and Interest Account.

“**Original Purchaser**” means _____, _____, _____.

“**Purchase Price**” for the Notes means the par value of the Notes plus accrued interest, if any, to the date of delivery[, plus a premium of \$_____] [less an underwriting discount of \$_____].

Interest Rate. The Notes shall bear interest at the rate of ____% per annum.

Premium. The amount of premium on the Notes to be deposited in the Principal and Interest Account is \$0.

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 4

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider appointing Harrison Hall as Deputy City Clerk for the City of Gardner and administer the Oath of Office

Strategic Priority: Infrastructure and Asset Management

Department: Mayor and Council

Staff Recommendation:

Staff recommends appointing Harrison Hall as Deputy City Clerk for the City of Gardner effective August 5, 2024

Background/Description of Item:

Harrison Hall currently serves as Senior Management Analyst and has been with the city since April 2024.

The City Clerk is an appointed city officer with essential signatory and other responsibilities mandated by Kansas Statute. Appointing a Deputy City Clerk provides the City of Gardner with a second individual allowed by statute to fulfill these necessary functions should the City Clerk be unavailable.

Financial Impacts:

None

Suggested Motion:

Appoint Harrison Hall as City of Gardner Deputy City Clerk, effective August 5, 2024 and direct the City Clerk to administer the Oath of Office

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 5

MEETING DATE: AUGUST 5, 2024

STAFF CONTACT: RENEE RICH, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during an event at the Johnson County Fairground

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends Council approve a request for a Waiver of the Distance Limitation and a Temporary Permit to allow for the sale of cereal malt beverages (CMB) for consumption within 200 feet of a school, church or library during a private event on August 18, 2024, at the Johnson County Fairgrounds, 136 E. Washington.

Background/Description of Item:

Brenda Maturino has applied for another temporary permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Santa Fe Disco Y Rodeo on August 18, 2024. This event was also held on June 30, 2024. Gardner Municipal Code (5.20.240) allows for the consumption of CMBs with a temporary permit being required. The Governing Body will need to approve a permit for a special event pursuant to Chapter 5.20.460 of the City Code.

The location is to be in the derby arena area (see attached map). CMBs will be served within the arena and all alcohol will be required to be consumed in that area. The applicant has hired a private security company and has requested additional security from the Gardner Police Department. The event will be held from 2:00 pm to 9:00 pm. Since the location of the event is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a temporary permit by the City Council.

This waiver and permit, if approved, will be for August 18, 2024, from 2:00 pm to 9:00 pm.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Santa Fe Disco Y Rodeo to be held August 18, 2024, at the Johnson County Fairgrounds, 136 E. Washington St.

