AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, November 16, 2026, 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 November 16, 2026 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 HEARING
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 November 2, 2026
2. Standing approval of City expenditures prepared October 29, 2026, in the amount of $2,430,337.46; November 3, 2026 in the amount of $42,127.74; and November 5, 2026 in the amount of $2,191,754.61
3. Consider authorizing the City Administrator to execute a 1-year renewal agreement with Central Square Technologies, LLC, with annual automatic renewal unless changes are required
4. Consider authorizing the execution of a supplemental agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street
5. Authorize the purchase of Communication Radios for snow removal operations
6. Consider authorizing the purchase of equipment through the Sourcewell Cooperative Purchasing Program under the City's Infrastructure Special Sales Tax Fund

PLANNING & ZONING CONSENT AGENDA
COMMITTEE RECOMMENDATIONS

1. Consider adopting an ordinance amending Chapter 7 of Title 17 of the Gardner Municipal Code

OLD BUSINESS
NEW BUSINESS

1. Consider approving a lease agreement for city-owned property
2. Consider approving the execution and delivery of a Land Bank Agreement in connection with a development project within the City (Habitat for Humanity KC)

COUNCIL UPDATES – Oral presentation unless otherwise noted
EXECUTIVE SESSION
ADJOURNMENT

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

The City Council of the City of Gardner, Kansas met in regular session on November 2, 2026, 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 Kacy Deaton, Mark Wiehn, Steve McNeer, and Kelly Johnson. City staff present were Interim City Administrator Amy Nasta; Finance Director Matt Wolff; Police Chief Kelly Herron; Recreation Superintendent Adraina Holopirek; Community Development Director David Knopick; Public Works Director Kellen Headlee; Utility Director David Hunter; City Attorney Ryan Denk; Clerk Renee Rich. Others present included those listed on the sign-in sheet and others who did not sign in. Councilmember Mark Baldwin was absent.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:02 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. **Proclaim November 2, 2026 as Gardner Gold Special Olympics Day in the City of Gardner**

PUBLIC HEARING

PUBLIC COMMENT

Andy Akright spoke about another successful soccer season. Thanks the city for funding Parks and Recreation. Parks and Rec gives the option of playing team sports to kids. Two players shared the benefits of playing team sports through recreational soccer.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on October 19, 2026**
2. **Standing approval of City expenditures prepared October 15, 2026, in the amount of $6,004,437.05 and October 21, 2026 in the amount of $816,617.01**

Councilmember McNeer made a motion to approve the Consent Agenda.

Councilmember Johnson Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

1. **Consider accepting the dedication of right-of-way and easements on the revised final plat for Four Corners Village 1st Plat**

Councilmember Deaton made a motion to approve the Planning & Zoning Consent Agenda.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the motion carried.

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. **Consider passing an ordinance authorizing the City to issue its industrial revenue bonds (taxable under federal law), for the purpose of acquiring, constructing, equipping, and furnishing an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds (Panattoni Lot 1 – Building 1 Project)**

Finance Director Wolff said this is for the first building of the master project which consists of approximately 469,000 square feet of industrial flex space. The ordinance authorizes the issuance of the IRBs for the building one project and the execution of associated documents necessary to complete the issuance of the IRBs.

Councilmember Deaton made a motion to adopt Ordinance No. 2899, an ordinance authorizing the City of Gardner, Kansas, to issue its Industrial Revenue Bonds (Taxable Under Federal Law), Series 2026 (Panattoni Lot 1 – Building 1 Project), in the principal amount not to exceed $34,000,000 for the purpose of acquiring, constructing, equipping,

and furnishing an industrial facility, and authorizing the execution of certain documents in connection with the issuance of the bonds

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2899.

Johnson: Yes
McNeer: Yes
Baldwin: Absent
Deaton: Yes
Wiehn: Yes

2. Consider adopting an ordinance authorizing the issuance and delivery of $10,105,000 principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas

Finance Director Wolff said the next four items are related to the debt sale. 2026D bonds will be used to pay the costs associated with the improvements to the electric system, including the construction of substation 4. 2026E bonds will be used to pay for the costs associated with the Hillsdale Water Intake Structure and the Kill Creek Water Resource Recovery Facility expansion project.

Baker Tilly discussed the sale. Several months ago, the market was widening, meaning debt was becoming more expensive. They expect the market will continue to be volatile, but the city was able to hit the market at a right spot. 2026D bonds received four bids with the winning bid at 5.5511% which is higher than in the past, but remarkably improved from four weeks ago when it was projected to be over 6%. 2026E received twelve bids, which is rare. The bid was about 4.7499%. Several million dollars will be saved over the life of the bonds.

Councilmember Deaton made a motion to adopt Ordinance No. 2900, an ordinance authorizing the issuance and delivery of $10,105,000 principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas

Councilmember Johnson Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2900.

McNeer: Yes
Baldwin: Absent
Deaton: Yes
Wiehn: Yes
Johnson: Yes

3. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $10,105,000 principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember McNeer made a motion to adopt Resolution No. 2207, a resolution prescribing the form and details of and authorizing the delivery of $10,105,000 principal amount of General Obligation Bonds, Series 2026D (Taxable Under Federal law), of the City of Gardner, Kansas, previously authorized an ordinance of the City.

Councilmember Deaton Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2207.

Baldwin: Absent
Deaton: Yes
Wiehn: Yes
Johnson: Yes

DRAFT

McNeer: Yes

4. Consider adopting an ordinance authorizing the issuance and delivery of $44,565,000 principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas

Councilmember McNeer made a motion to adopt Ordinance No. 2901, an ordinance authorizing the issuance and delivery of $44,565,000 principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas.

Councilmember Wiehn Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned number 2901.

Deaton: Yes
Wiehn: Yes
Johnson: Yes
McNeer: Yes
Baldwin: Absent

5. Consider adopting a resolution prescribing the form and details of and authorizing the delivery of $44,565,000 principal amount of General Obligation Bonds, Series 2026E of the City of Gardner, Kansas, previously authorized by an ordinance of the City

Councilmember Deaton made a motion to adopt Resolution No. 2208, a resolution prescribing the form and details of and authorizing the delivery of $44,565,000 principal amount of General Obligation Bonds, Series 2026E, of the City of Gardner, Kansas, previously authorized an ordinance of the City.

Councilmember Johnson Seconded.

With a majority of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned number 2208.

Wiehn: Yes
Johnson: Yes
McNeer: Yes
Baldwin: Absent
Deaton: Yes

COUNCIL UPDATES

Chief Herron extended another offer for a patrol officer. If this candidate makes it through the vetting process, it will leave us with one opening.

Finance Director Wolff thanks Kutak Rock, Baker Tilly and Finance staff for their work on the debt sale.

Interim City Administrator Nasta said the chamber has requested to rent space in the Security First Title building. The current tenants have requested a brief extension through the end of 2026. Once the extension is concluded, the building will be empty. Consensus to bring an item back for consideration. Highlights the resident services page on the website. A social media push will be done highlighting this page. This is for residents to submit service requests, locate contact information and find answers to common questions. Staff is using the information to track requests and gather data for future budget requests.

Councilmember Johnson thanks those who spoke and especially the kids. Reminder that tomorrow is election day and encourages people to get out and vote. Question about a city policy relating to political speech on city property. Several candidates said they were not allowed to do a meet and greet on city property. Concern that it could be close to violating someone's first amendment rights. Administrator Nasta said the policy has been in place since 2016 to 2018 and is included on the website and in literature when booking the senior center. Discussion on what the policy currently looks like and what changes could be looked at.

Councilmember McNeer thanks Gardner Gold for coming to the meeting tonight. Reminds everyone that November 3rd is a very important day for our country. Voting is a privilege and responsibility. Veterans Day is coming up. Serving the country and providing protection for the freedoms we enjoy is a big deal.

DRAFT

Councilmember Wiehn thanks Councilmember McNeer for his service. Reminds everyone that the local elections affect your daily life and are just as important, if not more important.

Councilmember Deaton says Happy Birthday to Gardner Gold. Thanks Parks and Rec for all their work on this program. Gardner Gold is a supportive community and makes everyone feel included. Bingo night is next week. Veterans Day is coming up and there is still time to sign up. If you cannot attend, thank you for your service.

Mayor Winters thanks Parks and Rec for Boo Bash.

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember McNeer and seconded by Councilmember Deaton the council meeting adjourned at 7:41 pm.

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City Clerk

DRAFT

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004834	00	ADVENTHEALTH CENTRA CARE							
2466323301		005487		00	10/29/2026	601-1230-412.31-15	DRUG SCREENS	118.00	
							VENDOR TOTAL *	118.00	
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
83771		005487		00	10/29/2026	001-1140-411.31-15	OUTSOURCED SERVICES	EFT:	146.85
							VENDOR TOTAL *	.00	146.85
0001986	00	ANIXTER, INC.							
6912082-00		PI0547	009290	00	10/13/2026	501-4130-441.52-31	PROGRESS PAYMENT	EFT:	20,542.98
							VENDOR TOTAL *	.00	20,542.98
0000250	00	ASPHALT SALES COMPANY							
164903		005487		00	10/29/2026	117-3120-431.43-06	ASPHALT	EFT:	62.57
							VENDOR TOTAL *	.00	62.57
0005014	00	ATTIC STORAGE OF GARDNER							
22267		005438		00	10/29/2026	603-3150-431.44-01	BUILDING MAIN. STORAGE	EFT:	263.00
							VENDOR TOTAL *	.00	263.00
0005699	00	AVOBUS EQUIPMENT, LLC							
091426-9636		005437		00	10/29/2026	001-2110-421.52-20	ZOLL STAT-PADZ	EFT:	545.00
							VENDOR TOTAL *	.00	545.00
0005688	00	BELLANTE LLC							
EST # 1		PI0545	009276	00	10/01/2026	551-4540-445.61-01	AIRPORT K34	EFT:	91,506.50
							VENDOR TOTAL *	.00	91,506.50
0004675	00	BORDER STATES INDUSTRIES INC							
933358684		PI0542	009172	00	10/20/2026	501-4130-441.52-31	35' FIBERGLASS POLES	EFT:	39,389.11
933332457		PI0544	009270	00	10/15/2026	501-4130-441.52-31	3 PHASE FUSIBLE TAP	EFT:	27,642.44
							VENDOR TOTAL *	.00	67,031.55
0005655	00	BRENNTAG SOUTHWEST, LLC							
BSW735207		005487		00	10/29/2026	521-4220-442.52-13	SOD PERMANGANATE	EFT:	6,585.07
							VENDOR TOTAL *	.00	6,585.07
0005293	00	BRIGHTSPEED							
470001625591		005508		00	10/29/2026	001-6110-461.40-03	MONTHLY BILLING	EFT:	69.91
470001625562		005487		00	10/29/2026	521-4220-442.40-03	MONTHLY BILLING	EFT:	403.51
405001636343		005487		00	10/29/2026	551-4520-445.40-03	MONTHLY BILLING	EFT:	262.41
460001596703		005439		00	10/29/2026	602-1340-413.40-03	MONTHLY BILLING	EFT:	56.04
480001538599		005440		00	10/29/2026	602-1340-413.40-03	MONTHLY BILLING	EFT:	37.50
405001636089		005487		00	10/29/2026	602-1340-413.40-03	MONTHLY BILLING	EFT:	2,034.85
							VENDOR TOTAL *	.00	2,864.22
0005506	00	BURNS & MCDONNELL CAS CONSTRUCTORS							
PAY APP 1		PI0535	009299	00	09/30/2026	521-4240-442.61-03	PROGRESS PAYMENT	EFT:	1,162,193.59
16		PI0539	009063	00	10/08/2026	521-4240-442.61-03	PROGRESS PAYMENT	EFT:	4,586.50
							VENDOR TOTAL *	.00	1,166,780.09
0099999	00	CELESTE M MCGLAMERY							

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999 CELESTE M MCGLAMERY	00								
120322		005515		00	10/29/2026	001-0000-207.10-20	RESTITUTION	763.00	
							VENDOR TOTAL *	763.00	
0003512 CHALLENGER TEAMWEAR LLC	00								
1357976		005505		00	10/29/2026	001-6110-461.47-53	CRUSADER CUSTOM LOGO BALL	EFT:	4,913.50
							VENDOR TOTAL *	.00	4,913.50
0005609 CINTAS CORPORATION 2	00								
8408688519		005441		00	10/29/2026	603-3150-431.42-01	RUG RENTAL	EFT:	58.77
8408688519		005442		00	10/29/2026	603-3150-431.42-01	RUG RENTAL	EFT:	40.14
8408688519		005443		00	10/29/2026	603-3150-431.42-01	RUG RENTAL	EFT:	12.50
4286266285		005487		00	10/29/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	EFT:	33.07
							VENDOR TOTAL *	.00	144.48
0005556 CONSOLIDATED ELECTRICAL DISTRIB	00								
3588-1334105		PI0546	009282	00	10/14/2026	501-4140-441.62-14	175 AMP MCC BREAKER	EFT:	6,918.25
							VENDOR TOTAL *	.00	6,918.25
0005445 CORPORATE HEALTH	00								
00008285-00		005487		00	10/29/2026	601-1230-412.31-15	PHYSICALS	161.00	
							VENDOR TOTAL *	161.00	
0001557 DATCO, INC	00								
215554		005443		00	10/29/2026	001-2120-421.53-02	PD HAT W/ LOGO	29.00	
215555		005443		00	10/29/2026	001-2120-421.53-02	PD HAT W/ LOGO	29.00	
							VENDOR TOTAL *	58.00	
0002336 DAVIS, PHIL	00								
2026BOOBASH		005443		00	10/29/2026	001-6110-461.54-51	BOO BASH	325.00	
							VENDOR TOTAL *	325.00	
0004998 DELTA DENTAL OF KANSAS	00								
1128113		005449		00	10/29/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	319.70
1128113		005450		00	10/29/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	127.88
1128113		005451		00	10/29/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	63.94
1128113		005452		00	10/29/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	63.94
1128113		005453		00	10/29/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	332.80
1128113		005455		00	10/29/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	127.88
1128113		005457		00	10/29/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	217.50
1128113		005458		00	10/29/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	1,446.50
1128113		005459		00	10/29/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	63.94
1128113		005460		00	10/29/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	460.68
1128113		005461		00	10/29/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	204.92
1128113		005470		00	10/29/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	307.12
1128113		005471		00	10/29/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	332.80
1128113		005472		00	10/29/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	268.86
1128113		005473		00	10/29/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	51.36
1128113		005463		00	10/29/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	281.44
1128113		005464		00	10/29/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	115.30

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004998	00	DELTA DENTAL OF KANSAS							
1128113		005465		00	10/29/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	524.62
1128113		005466		00	10/29/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	307.12
1128113		005467		00	10/29/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	294.54
1128113		005468		00	10/29/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	63.94
1128113		005469		00	10/29/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	281.44
1128113		005456		00	10/29/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	243.18
1128113		005462		00	10/29/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	51.36
1128113		005454		00	10/29/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	179.24
1128113		005448		00	10/29/2026	721-0000-202.03-16	MONTHLY BILLING	EFT:	6,783.36
							VENDOR TOTAL *	.00	13,515.36
0005113	00	DENALI WATER SOLUTIONS, LLC							
INV1375129		PI0548 009298		00	10/26/2026	521-4220-442.31-15	PROGRESS PAYMENT	EFT:	64,850.00
							VENDOR TOTAL *	.00	64,850.00
0001762	00	DREXEL TECHNOLOGIES INC							
INV199862		005487		00	10/29/2026	501-4110-441.47-01	BID POST FOR ELEC	EFT:	47.00
							VENDOR TOTAL *	.00	47.00
0099999	00	DUNAWAY, NICOLE							
000038081		UT		00	10/21/2026	501-0000-229.00-00	MANUAL CHECK	151.39	
							VENDOR TOTAL *	151.39	
0099999	00	EUBANKS, LINDA							
000080139		UT		00	10/23/2026	501-0000-229.00-00	FINAL BILL REFUND	16.97	
							VENDOR TOTAL *	16.97	
0005226	00	EVCO WHOLESALE FOOD CORP							
0969948		005490		00	10/29/2026	001-6110-461.52-15	CELEBRATION PARK FOOD	321.04	
							VENDOR TOTAL *	321.04	
0003406	00	FUN SERVICES OF KC							
78009695		005513		00	10/29/2026	001-6110-461.54-51	2026 BOO BASH	EFT:	3,725.00
							VENDOR TOTAL *	.00	3,725.00
0005615	00	GARVER, LLC							
21W34150-11		PI0538 009051		00	10/12/2026	521-4240-442.62-18	PROGRESS PAYMENT	EFT:	42,763.61
21W34150-10		PI0551 009051		00	09/23/2026	521-4240-442.62-18	PROGRESS PAYMENT	EFT:	33,887.43
							VENDOR TOTAL *	.00	76,651.04
0000092	00	GEORGE BUTLER ASSOCIATES, INC.							
95578		PI0541 009120		00	10/06/2026	531-4340-443.62-10	PROGRESS PAYMENT	EFT:	6,468.00
							VENDOR TOTAL *	.00	6,468.00
0003536	00	GERKEN RENT-ALL							
754250A-1		005487		00	10/29/2026	501-4140-441.62-14	PORT-A-POTTY FOR SUB 1	385.00	
							VENDOR TOTAL *	385.00	
0000013	00	HACH COMPANY							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000013	00	HACH COMPANY							
15213832		005487		00	10/29/2026	521-4220-442.52-12	PIPETTE-LAB SUPPLIES	EFT:	556.00
							VENDOR TOTAL *	.00	556.00
0005308	00	HARGROVE, KARA							
10212026		005444		00	10/29/2026	001-6105-461.46-01	MILEAGE 10/5 THRU 10/17	61.79	
							VENDOR TOTAL *	61.79	
0000463	00	HOLIDAY CONTRACTING, INC.							
695 N BERRY ST		005506		00	10/29/2026	521-4230-442.31-15	695 & 690 BERRY CONCRETE	EFT:	3,435.00
607 N POPLAR ST		005506		00	10/29/2026	521-4230-442.31-15	607 POPLAR CONCRETE REPAI	EFT:	1,875.00
649 POPLAR CIR		005506		00	10/29/2026	521-4230-442.31-15	649 POPLAR CONCRETE REPAI	EFT:	1,875.00
							VENDOR TOTAL *	.00	7,185.00
0005512	00	HOLLIDAY SAND-APAC							
1500938362		005517		00	10/29/2026	001-3120-431.47-38	SPOILS	EFT:	84.00
							VENDOR TOTAL *	.00	84.00
0005013	00	HSA BANK							
W736873		005443		00	10/27/2026	001-1140-411.31-15	HSA SERVICE FEE	CHECK #: 131	122.50
							VENDOR TOTAL *	.00	122.50
0004336	00	INSTAFUN KC PHOTOBOOTH LLC							
2026BOOBASH		005443		00	10/29/2026	001-6110-461.54-51	BOO BASH	EFT:	450.00
							VENDOR TOTAL *	.00	450.00
0002760	00	KA-COMM, INC							
202573		005445		00	10/29/2026	001-2110-421.43-05	PD UNIT 120	EFT:	45.00
202571		005445		00	10/29/2026	001-2110-421.43-02	HARRIS RADIO	EFT:	295.00
202574		005445		00	10/29/2026	001-2120-421.43-05	PD UNIT 127	EFT:	180.00
							VENDOR TOTAL *	.00	520.00
0000300	00	KANSAS DEPT OF REVENUE							
6294-DTJH-R7T8		005484		00	10/29/2026	001-0000-207.20-00	SEPT '26 SALES TAX	CHECK #: 103	323.46
6294-D5MJ-448D		005485		00	10/29/2026	501-0000-207.20-00	SEPT '26 SALES TAX	CHECK #: 103	79,566.41
6294-T7FG-JT46		005477		00	10/29/2026	501-4110-441.48-02	SEPT '26 USE TAX	CHECK #: 103	2.56
6294-T7FG-JT46		005478		00	10/29/2026	501-4120-441.48-02	SEPT '26 USE TAX	CHECK #: 103	75.20
6294-T7FG-JT46		005479		00	10/29/2026	501-4130-441.48-02	SEPT '26 USE TAX	CHECK #: 103	743.85
6294-T7FG-JT46		005476		00	10/29/2026	501-4140-441.62-15	SEPT '26 USE TAX	CHECK #: 103	56,545.47
6294-T7FG-JT46		005480		00	10/29/2026	521-4210-442.48-02	SEPT '26 USE TAX	CHECK #: 103	12.73
6294-T7FG-JT46		005481		00	10/29/2026	531-4310-443.48-02	SEPT '26 USE TAX	CHECK #: 103	28.72
6294-D5MJ-448D		005486		00	10/29/2026	551-0000-207.20-00	SEPT '26 SALES TAX	CHECK #: 103	545.54
6294-T7FG-JT46		005482		00	10/29/2026	603-3150-431.48-02	SEPT '26 USE TAX	CHECK #: 103	46.06
6294-T7FG-JT46		005483		00	10/29/2026	604-1320-413.48-02	SEPT '26 USE TAX	CHECK #: 103	1,017.46
							VENDOR TOTAL *	.00	138,907.46
0002671	00	KANSAS GAS SERVICE							
105962227	1026	005516		00	10/29/2026	001-6120-461.40-04	NATURAL GAS	108.72	
							VENDOR TOTAL *	108.72	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
200011075		005487		00	10/29/2026	001-1140-411.46-05	RECRUITMENT	EFT:	200.00
21523		PI0540	009092	00	10/02/2026	601-1230-412.46-01	PROGRESS PAYMENT	EFT:	5,905.50
							VENDOR TOTAL *	.00	6,105.50
0000332	00	KANSAS STATE TREASURER							
104347		005487		00	10/29/2026	001-0000-207.10-17	SEPT '26 COURT	CHECK #: 133	45.00
104347		005487		00	10/29/2026	001-0000-207.10-13	SEPT '26 COURT	CHECK #: 133	255.00
104347		005487		00	10/29/2026	001-0000-207.10-14	SEPT '26 COURT	CHECK #: 133	66.00
104347		005487		00	10/29/2026	001-0000-207.10-11	SEPT '26 COURT	CHECK #: 133	164.00
104347		005487		00	10/29/2026	001-0000-207.10-12	SEPT '26 COURT	CHECK #: 133	3,060.00
104347		005487		00	10/29/2026	001-0000-207.10-15	SEPT '26 COURT	CHECK #: 133	525.00
104347		005487		00	10/29/2026	001-0000-207.10-16	SEPT '26 COURT	CHECK #: 133	80.00
							VENDOR TOTAL *	.00	4,195.00
0002489	00	KPERS							
1888638		005522		00	10/30/2026	721-0000-202.03-05	102926 PAY PERIOD	CHECK #: 112	787.60
1888626		005523		00	10/30/2026	721-0000-202.03-01	102926 PAY PERIOD	CHECK #: 112	65,564.78
							VENDOR TOTAL *	.00	66,352.38
0002490	00	KPF							
1888632		005524		00	10/30/2026	721-0000-202.03-02	102926 PAY PERIOD	CHECK #: 113	43,623.55
1888639		005525		00	10/30/2026	721-0000-202.03-05	102926 PAY PERIOD	CHECK #: 113	58.45
							VENDOR TOTAL *	.00	43,682.00
0004307	00	KRUGER TECHNOLOGIES, INC.							
13199		PI0549	009302	00	10/15/2026	117-3120-431.62-05	PROGRESS PAYMENT	EFT:	823.75
							VENDOR TOTAL *	.00	823.75
0004949	00	LEGAL RECORD, THE							
L31413		005445		00	10/29/2026	001-1150-411.47-01	PUBLIC HEARING NOTICE	EFT:	18.04
L31528		005445		00	10/29/2026	001-1150-411.47-01	GO BONDS SALE NOITICE	EFT:	94.82
L31529		005445		00	10/29/2026	001-1150-411.47-01	GO BONDS SALE NOITICE	EFT:	91.24
							VENDOR TOTAL *	.00	204.10
0005186	00	LINDE GAS & EQUIPMENT							
59737016		005487		00	10/29/2026	605-3116-431.44-02	CYLINDER RENTAL	EFT:	98.41
							VENDOR TOTAL *	.00	98.41
0099999	00	MADDOCK, JUSTIN							
000077527		UT		00	10/23/2026	501-0000-229.00-00	FINAL BILL REFUND	35.26	
							VENDOR TOTAL *	35.26	
0003700	00	MCANANY VAN CLEAVE & PHILLIPS PA							
00677545		005512		00	10/29/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	2,351.50
00677546		005512		00	10/29/2026	001-1120-411.31-02	LEGAL SERVICES	EFT:	7,385.00
							VENDOR TOTAL *	.00	9,736.50
0004464	00	MID-STATE RENTAL							
138936-2		005446		00	10/29/2026	001-6120-461.44-02	MINI EXCAVATOR	EFT:	203.80

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004464	00	MID-STATE RENTAL							
							VENDOR TOTAL *	.00	203.80
0099999	00	MILLER, SCOTT							
000032927		UT		00	10/21/2026	501-0000-229.00-00	MANUAL CHECK	23.22	
							VENDOR TOTAL *	23.22	
0005296	00	MISSIONSQUARE RETIREMENT							
6648693		005520		00	10/28/2026	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	14,531.72
6648693		005521		00	10/28/2026	721-0000-202.03-14	CONTRIBUTIONS	CHECK #: 101	2,017.99
							VENDOR TOTAL *	.00	16,549.71
0099999	00	NICOLE AND/OR DREW KOZICKI							
10192026 TORT		005510		00	10/29/2026	521-4230-442.52-12	TORT CLAIM SETTLEMENT	1,615.12	
							VENDOR TOTAL *	1,615.12	
0099999	00	NOE, MICHAEL							
000077505		UT		00	10/23/2026	501-0000-229.00-00	FINAL BILL REFUND	21.56	
							VENDOR TOTAL *	21.56	
0000140	00	OLATHE FORD INC.							
169685		PI0543	009191	00	10/26/2026	404-3110-411.61-09	2026 F-250 SD	EFT:	68,767.00
							VENDOR TOTAL *	.00	68,767.00
0001138	00	OVERHEAD DOOR CO OF KC, INC.							
SVC/262-106985		7005517		00	10/29/2026	603-3150-431.43-01	DOOR REPAIR	EFT:	690.50
							VENDOR TOTAL *	.00	690.50
0099999	00	PATRIOT PRODUCTS							
TEMP METER		005474		00	10/29/2026	501-0000-351.05-00	TEMP METER REFUND	1,400.00	
							VENDOR TOTAL *	1,400.00	
0001569	00	PAYCOR, INC							
INV07505299		005519		00	10/28/2026	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	685.16
							VENDOR TOTAL *	.00	685.16
0000590	00	PETTY CASH - PARKS AND RECREATION							
2026 BOO BASH		005446		00	10/29/2026	001-0000-101.30-11	BOO BASH CASH DRAWER	600.00	
							VENDOR TOTAL *	600.00	
0099999	00	POSTELWAIT, ANSON							
000077715		UT		00	10/23/2026	501-0000-229.00-00	FINAL BILL REFUND	36.83	
							VENDOR TOTAL *	36.83	
0005456	00	PVS DX INC							
817002582-26		005487		00	10/29/2026	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	2,400.00
817002583-26		005487		00	10/29/2026	521-4220-442.52-13	CHLORINE	EFT:	2,340.40
817002650-26		005487		00	10/29/2026	521-4220-442.52-13	AMMONIUM SULFATE	EFT:	2,400.00
817002651-26		005487		00	10/29/2026	521-4220-442.52-13	CHLORINE	EFT:	2,340.40
							VENDOR TOTAL *	.00	9,480.80
0005604	00	REDFORD CONSTRUCTION, INC.							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005604	00	REDFORD CONSTRUCTION, INC.							
14520		PI0534	009017	00	09/24/2026	531-4340-443.62-10	PROGRESS PAYMENT	EFT:	72,374.40
14568		PI0536	009017	00	10/21/2026	531-4340-443.62-10	PROGRESS PAYMENT	EFT:	316,969.50
							VENDOR TOTAL *	.00	389,343.90
0005606	00	SAS SUBSTATIONS INC.							
1344		PI0537	009028	00	10/16/2026	501-4140-441.62-14	PROGRESS PAYMENT	EFT:	90,000.00
							VENDOR TOTAL *	.00	90,000.00
0005614	00	SHARI PINE							
101026 BLANKET		005446		00	10/29/2026	001-6110-461.47-54	CHUNKY BLANKET WORKSHOP	EFT:	82.64
							VENDOR TOTAL *	.00	82.64
0005616	00	SPEARTAC SOLUTIONS							
2026-289		PI0550	009305	00	10/09/2026	001-2120-421.53-02	PROGRESS PAYMENT	EFT:	5,530.00
							VENDOR TOTAL *	.00	5,530.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
6076695258		005488		00	10/29/2026	001-1140-411.52-20	YELLOW SHEETS/SUPPLIES	EFT:	80.45
6076695260		005446		00	10/29/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	56.30
							VENDOR TOTAL *	.00	136.75
0004785	00	SUMNERONE, INC							
4749743		005488		00	10/29/2026	602-1340-413.43-02	PD PRINTER MAINTENANCE	EFT:	103.92
							VENDOR TOTAL *	.00	103.92
0000238	00	USA BLUE BOOK							
INV01194089		005489		00	10/29/2026	521-4220-442.52-12	DOUBLE HEAD PUMP	EFT:	816.47
							VENDOR TOTAL *	.00	816.47
0001126	00	VALIDITY SCREENING SOLUTIONS							
274172		005489		00	10/29/2026	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	510.40
							VENDOR TOTAL *	.00	510.40
0005705	00	VORTEX INDUSTRIES, LLC							
66-2316257		005511		00	10/29/2026	551-4520-445.43-03	E15 DOOR CONTRACTOR	EFT:	1,735.00
							VENDOR TOTAL *	.00	1,735.00
0003221	00	WEX BANK							
115821525		005492		00	10/29/2026	001-1305-413.31-01	FINANCE CHARGE OVERAGE	EFT:	9.99-
115821525		005496		00	10/29/2026	001-2110-421.52-09	PD FUEL EXPENSE	EFT:	714.06
115821525		005497		00	10/29/2026	001-2120-421.52-09	PD FUEL EXPENSE	EFT:	9,761.65
115821525		005499		00	10/29/2026	001-2120-421.43-05	PD FUEL EXPENSE	EFT:	667.12
115821525		005498		00	10/29/2026	001-2130-421.52-09	PD FUEL EXPENSE	EFT:	133.07
115821525		005503		00	10/29/2026	001-3120-431.52-09	STREETS FUEL EXPENSE	EFT:	3,127.50
115821525		005500		00	10/29/2026	001-3130-431.52-09	ENGINEERING FUEL EXPENSE	EFT:	652.19
115821525		005494		00	10/29/2026	001-6120-461.52-09	P&R FUEL EXPENSE	EFT:	2,543.84
115821525		005495		00	10/29/2026	001-7120-471.52-09	COMM DEV FUEL EXPENSE	EFT:	278.95
115711460		005507		00	10/29/2026	501-4120-441.52-09	ELEC GENER FUEL	EFT:	217.38
115711460		005507		00	10/29/2026	501-4130-441.52-09	ELEC DIST. FUEL	EFT:	2,520.56

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
0003221	00	WEX BANK						
115711460	005507		00	10/29/2026	521-4220-442.52-09	WATER DEPT. FUEL	EFT:	664.53
115821525	005504		00	10/29/2026	521-4230-442.52-09	LINE MAIN FUEL EXPENSE	EFT:	112.03
115711460	005507		00	10/29/2026	521-4230-442.52-09	LINE MAIN WATER FUEL	EFT:	2,759.17
115711460	005509		00	10/29/2026	531-4320-443.52-09	WASTEWATER FUEL	EFT:	1,174.56
115711460	005507		00	10/29/2026	531-4330-443.52-09	LINE MAIN WW FUEL	EFT:	1,092.50
115821525	005502		00	10/29/2026	551-4520-445.52-09	AIRPORT FUEL EXPENSE	EFT:	194.36
115821525	005493		00	10/29/2026	603-3150-431.52-09	BLDG MAINTENCE FUEL	EFT:	177.22
115821525	005501		00	10/29/2026	605-3116-431.52-09	FLEET FUEL EXPENSE	EFT:	85.12
115711460	005507		00	10/29/2026	605-3116-431.52-09	PW FUEL	EFT:	50.63
						VENDOR TOTAL *	.00	26,916.45
						HAND ISSUED TOTAL ***		270,494.21
						EFT/EPAY TOTAL ***		2,153,641.35
						TOTAL EXPENDITURES ****	6,201.90	2,424,135.56
						GRAND TOTAL **********		2,430,337.46

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	ALEJANDRO FERNANDEZ VARELA								
115789		000056		00	01/16/2025	001-0000-349.01-00	OVERPAYMENT	CHECK #:	133058	30.00-
							VENDOR TOTAL *		.00	30.00-
0099999	00	ALEXA JOAN-ALICE BAY								
113458		004015		00	09/05/2024	001-0000-228.30-00	BOND REFUND	CHECK #:	132720	30.00-
							VENDOR TOTAL *		.00	30.00-
0099999	00	BRANSON, KIRK A								
000074331		UT		00	07/11/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132521	53.34-
							VENDOR TOTAL *		.00	53.34-
0099999	00	BRUNK, AUSTIN								
000072545		UT		00	06/18/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	133444	23.25-
							VENDOR TOTAL *		.00	23.25-
0099999	00	BUCKHAULT, DARLENE								
000072925		UT		00	10/31/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132877	38.71-
							VENDOR TOTAL *		.00	38.71-
0099999	00	BURKETT, MADISON								
000071893		UT		00	08/29/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132696	10.30-
							VENDOR TOTAL *		.00	10.30-
0099999	00	DAKOTA STONE CROWNOVER								
114593		001074		00	03/27/2025	001-0000-228.30-00	BOND REFUND	CHECK #:	133242	28.00-
							VENDOR TOTAL *		.00	28.00-
0099999	00	DAVID L MANEY								
42916		005450		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #:	132948	400.00-
							VENDOR TOTAL *		.00	400.00-
0099999	00	DECOURSEY, MARK								
000070499		UT		00	05/22/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	133370	26.35-
							VENDOR TOTAL *		.00	26.35-
0099999	00	DOWNEY, BRITTANY								
000067061		UT		00	12/05/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132949	50.86-
							VENDOR TOTAL *		.00	50.86-
0099999	00	EDWARDS, ADYSON								
000071247		UT		00	08/08/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132638	42.48-
							VENDOR TOTAL *		.00	42.48-
0099999	00	FLORES, FABIOLA								
000072515		UT		00	10/31/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132881	40.70-
							VENDOR TOTAL *		.00	40.70-
0099999	00	FLORES, LUIS								
000070825		UT		00	07/11/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132528	12.12-

VEND NO	SEQ#	VENDOR NAME / INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	FLORES, LUIS								
								VENDOR TOTAL *	.00	12.12-
0099999	00	FRANKS, KASON								
000072459		UT			00	09/19/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132755	20.29-
								VENDOR TOTAL *	.00	20.29-
0099999	00	GILBERT, CALEB								
000072269		UT			00	12/12/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132980	9.45-
								VENDOR TOTAL *	.00	9.45-
0099999	00	GUFFY, PARKER								
000071441		UT			00	07/18/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132560	14.04-
								VENDOR TOTAL *	.00	14.04-
0099999	00	JAHMAJESTI NWOKEABIA								
112840			001718		00	05/01/2025	001-0000-207.10-20	RESTITUTION	CHECK #: 133325	59.83-
								VENDOR TOTAL *	.00	59.83-
0099999	00	JASON M LINGK								
CP84430000			0130002815		00	06/26/2025	001-1130-411.58-00	NRP PROPERTY TAX REBATE	CHECK #: 133506	2,030.79-
								VENDOR TOTAL *	.00	2,030.79-
0099999	00	JC WESTON CONSTRUCTION, LLC								
000069589		UT			00	03/13/2025	501-0000-229.00-00	MANUAL CHECK	CHECK #: 133208	5.97-
								VENDOR TOTAL *	.00	5.97-
0099999	00	JOHNSON, AARON &								
000063137		UT			00	07/18/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #: 132566	25.00-
								VENDOR TOTAL *	.00	25.00-
0099999	00	JOSEPH ALLAN EDMONSON								
114350			004662		00	10/17/2024	001-0000-228.30-00	BOND REFUND	CHECK #: 132848	250.00-
								VENDOR TOTAL *	.00	250.00-
0099999	00	JOSHUA B BROWN								
48333			005455		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #: 132954	400.00-
								VENDOR TOTAL *	.00	400.00-
0099999	00	JOSHUA G CARRETE								
43097			005451		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #: 132955	400.00-
								VENDOR TOTAL *	.00	400.00-
0003139	00	KANSAS STATE TREASURER U/P								
2026 UNCLAIMED			005543		00	11/03/2026	001-0000-207.02-00	2026 UNCLAIMED PROPERTY	CHECK #: 137	6,623.76
2026 UNCLAIMED			005545		00	11/03/2026	001-0000-207.02-00	2026 UNCLAIMED PROPERTY	CHECK #: 137	122.01
000045461		UT			00	11/03/2026	501-0000-229.00-00	UTILITY UNCLAIMED	CHECK #: 137	4,713.59
2026 UNCLAIMED			005544		00	11/03/2026	501-0000-207.02-00	2026 UNCLAIMED PROPERTY	CHECK #: 137	1,013.31
								VENDOR TOTAL *	.00	12,472.67
0099999	00	KELLER, LILY								

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0099999	00	KELLER, LILY								
000073497		UT		00	10/10/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #:	132827	11.00-
							VENDOR TOTAL *		.00	11.00-
0099999	00	KYLE KRAMER								
67450		005065		00	11/21/2024	001-0000-228.30-00	BOND REFUND	CHECK #:	132931	25.00-
							VENDOR TOTAL *		.00	25.00-
0099999	00	LUKE DALTON MASONER								
113496		001871		00	05/22/2025	001-0000-228.30-00	BOND REFUND	CHECK #:	133379	30.00-
							VENDOR TOTAL *		.00	30.00-
0099999	00	MELTON, ALEX								
000072055		UT		00	10/10/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132833	14.29-
							VENDOR TOTAL *		.00	14.29-
0099999	00	MICHELLE R ZANIN								
46072		005454		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #:	132959	400.00-
							VENDOR TOTAL *		.00	400.00-
0099999	00	MILLER, NATHAN								
000071027		UT		00	07/11/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132535	42.03-
							VENDOR TOTAL *		.00	42.03-
0099999	00	MOHAMMED MOSTAFA KAMAL								
107119		005064		00	11/21/2024	001-0000-228.30-00	BOND REFUND	CHECK #:	132932	500.00-
							VENDOR TOTAL *		.00	500.00-
0099999	00	NEXPOINT SFR SPE 3 LLC								
000071653		UT		00	08/29/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #:	132707	100.00-
000071653		UT		00	08/29/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #:	132707	37.80-
000071653		UT		00	12/05/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132961	13.49-
000071653		UT		00	12/12/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132992	33.97-
000071653		UT		00	12/12/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132992	32.49-
000071653		UT		00	01/02/2025	501-0000-229.00-00	MANUAL CHECK	CHECK #:	133038	48.52-
000071653		UT		00	02/20/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	133160	4.09-
000071653		UT		00	03/27/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	133252	66.91-
							VENDOR TOTAL *		.00	337.27-
0099999	00	OVERBECK, GAVIN								
000071201		UT		00	07/18/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132581	3.62-
							VENDOR TOTAL *		.00	3.62-
0099999	00	REBECCA S RAMOS								
41821		005449		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #:	132964	400.00-
							VENDOR TOTAL *		.00	400.00-
0099999	00	RICE, ERIC								
000071765		UT		00	10/03/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132804	19.22-
							VENDOR TOTAL *		.00	19.22-
0099999	00	ROBERT JAMES ALVAREZ								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	ROBERT JAMES ALVAREZ								
113663		001871		00	05/22/2025	001-0000-228.30-00	BOND REFUND	CHECK #:	133381	28.00-
							VENDOR TOTAL *		.00	28.00-
0099999	00	RODRIGUEZ, VISMAR								
000072523		UT		00	09/19/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132771	4.36-
							VENDOR TOTAL *		.00	4.36-
0099999	00	ROLFE, TYLER								
000071697		UT		00	07/11/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132536	20.55-
							VENDOR TOTAL *		.00	20.55-
0099999	00	SKINNER, CASEY								
000036999		UT		00	07/18/2024	501-0000-229.00-00	MANUAL CHECK	CHECK #:	132589	3.12-
							VENDOR TOTAL *		.00	3.12-
0099999	00	SOLMS, HENRY N								
000074323		UT		00	08/08/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132656	30.24-
							VENDOR TOTAL *		.00	30.24-
0003791	00	STANDARD AND POOR'S								
11530497		005539		00	11/03/2026	501-9100-491.75-00	COI 2026 D & 2026 E	EFT:		6,659.55
11530497		005540		00	11/03/2026	521-9100-491.75-00	COI 2026 D & 2026 E	EFT:		14,469.82
11530497		005541		00	11/03/2026	531-9100-491.75-00	COI 2026 D & 2026 E	EFT:		15,675.63
							VENDOR TOTAL *		.00	36,805.00
0099999	00	STEVEN POWELL								
43270		005453		00	12/05/2024	001-0000-207.10-30	CRIME LAB FEE REFUND	CHECK #:	132968	400.00-
							VENDOR TOTAL *		.00	400.00-
0099999	00	STUART, AIMEE								
000067605		UT		00	10/03/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132805	5.92-
							VENDOR TOTAL *		.00	5.92-
0099999	00	TAYLOR RUSSELL MORSE								
099341		004604		00	10/03/2024	001-0000-228.30-00	BOND REFUND	CHECK #:	132806	700.00-
							VENDOR TOTAL *		.00	700.00-
0099999	00	TWYDELL DAVYON LOVE JR								
099808		004061		00	09/19/2024	001-0000-349.01-00	OVERPAYMENT	CHECK #:	132774	25.00-
							VENDOR TOTAL *		.00	25.00-
0099999	00	VANN, MALACHI								
000070627		UT		00	08/29/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	132713	41.58-
							VENDOR TOTAL *		.00	41.58-
0099999	00	VAZQUEZ, RYAN								
000074207		UT		00	06/18/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #:	133454	19.71-
							VENDOR TOTAL *		.00	19.71-
0099999	00	VERRETT, ANNETTE								

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	VERRETT, ANNETTE							
000075137		UT		00	03/06/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 133193	3.91-
							VENDOR TOTAL *	.00	3.91-
0099999	00	WADE, JAMES BURTON							
000072439		UT		00	12/05/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132970	56.52-
							VENDOR TOTAL *	.00	56.52-
0099999	00	WENGER, PHILIP							
000074809		UT		00	03/06/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 133194	15.39-
							VENDOR TOTAL *	.00	15.39-
0099999	00	WHITE, LINDA							
000001663		UT		00	04/17/2025	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 133312	8.37-
							VENDOR TOTAL *	.00	8.37-
0099999	00	WILDFIRE NUTRITION							
000066461		UT		00	12/12/2024	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 132995	3.35-
							VENDOR TOTAL *	.00	3.35-
							HAND ISSUED TOTAL ***		5,322.74
							EFT/EPAY TOTAL ***		36,805.00
							TOTAL EXPENDITURES ****	.00	42,127.74
							GRAND TOTAL **********		42,127.74

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000350	00	AFFINIS CORP.							
0011257		PI0556	009113	00	10/28/2026	117-3130-431.62-04	PROGRESS PAYMENT	EFT:	245.00
							VENDOR TOTAL *	.00	245.00
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
PS-INV108965		PI0555	009083	00	10/23/2026	001-2110-421.31-15	PROGRESS PAYMENT	EFT:	3,420.36
							VENDOR TOTAL *	.00	3,420.36
0004642	00	ALLIED POWER GROUP, LLC							
P102626		PI0560	009296	00	10/26/2026	501-4140-441.62-14	PROGRESS PAYMENT	EFT:	743,936.60
P102726		PI0561	009296	00	10/27/2026	501-4140-441.62-14	PROGRESS PAYMENT	EFT:	1,266,159.50
							VENDOR TOTAL *	.00	2,010,096.10
0005386	00	AMERICAN PAYMENT CENTERS							
100980		005536		00	11/05/2026	604-1320-413.44-02	DROP BOX RENTAL	EFT:	312.00
							VENDOR TOTAL *	.00	312.00
0000566	00	AMERICAN TOPSOIL, INC.							
142860		005529		00	11/05/2026	521-4230-442.52-12	6 CY PULV (DIRT)	EFT:	252.00
							VENDOR TOTAL *	.00	252.00
0003151	00	ANCHOR SALES & SERVICE							
136417		005530		00	11/05/2026	531-4320-443.52-12	LIFT STATION REPAIR	EFT:	2,559.85
							VENDOR TOTAL *	.00	2,559.85
0001986	00	ANIXTER, INC.							
6928266-00		005531		00	11/05/2026	501-4130-441.52-31	ELBOW ARRESTORS	EFT:	2,418.30
							VENDOR TOTAL *	.00	2,418.30
0003515	00	AUGUSTINE EXTERMINATORS INC							
2579611		005532		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2579612		005533		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2579613		005534		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2579614		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	32.86
2579614		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	32.85
2579615		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
2579616		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	43.05
2579617		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	64.58
2579618		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2579619		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	105.60
2579620		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
2579621		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	28.33
2579622		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
2579623		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	104.00
2579624		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	31.72
2579625		005535		00	11/05/2026	603-3150-431.31-15	PEST MANAGEMENT	EFT:	54.38
							VENDOR TOTAL *	.00	810.05
0004994	00	BENEFITS DIRECT							
A046665		005553		00	11/05/2026	001-1120-411.21-01	MONTHLY BILLING	EFT:	64.60

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004994	00	BENEFITS DIRECT							
A046665		005552		00	11/05/2026	001-1140-411.31-15	MONTHLY BILLING	EFT:	440.00
A046665		005554		00	11/05/2026	001-1140-411.21-01	MONTHLY BILLING	EFT:	31.38
A046665		005555		00	11/05/2026	001-1150-411.21-01	MONTHLY BILLING	EFT:	14.46
A046665		005557		00	11/05/2026	001-1305-413.21-01	MONTHLY BILLING	EFT:	16.92
A046665		005558		00	11/05/2026	001-1310-413.21-01	MONTHLY BILLING	EFT:	62.76
A046665		005560		00	11/05/2026	001-1330-413.21-01	MONTHLY BILLING	EFT:	24.62
A046665		005562		00	11/05/2026	001-2110-421.21-01	MONTHLY BILLING	EFT:	49.20
A046665		005563		00	11/05/2026	001-2120-421.21-01	MONTHLY BILLING	EFT:	328.46
A046665		005564		00	11/05/2026	001-2130-421.21-01	MONTHLY BILLING	EFT:	14.46
A046665		005565		00	11/05/2026	001-3110-431.21-01	MONTHLY BILLING	EFT:	28.92
A046665		005567		00	11/05/2026	001-3120-431.21-01	MONTHLY BILLING	EFT:	111.96
A046665		005568		00	11/05/2026	001-3130-431.21-01	MONTHLY BILLING	EFT:	62.76
A046665		005577		00	11/05/2026	001-6105-461.21-01	MONTHLY BILLING	EFT:	55.06
A046665		005578		00	11/05/2026	001-6120-461.21-01	MONTHLY BILLING	EFT:	78.16
A046665		005579		00	11/05/2026	001-7110-471.21-01	MONTHLY BILLING	EFT:	55.06
A046665		005580		00	11/05/2026	001-7120-471.21-01	MONTHLY BILLING	EFT:	23.68
A046665		005570		00	11/05/2026	501-4110-441.21-01	MONTHLY BILLING	EFT:	60.30
A046665		005571		00	11/05/2026	501-4120-441.21-01	MONTHLY BILLING	EFT:	27.98
A046665		005572		00	11/05/2026	501-4130-441.21-01	MONTHLY BILLING	EFT:	119.66
A046665		005573		00	11/05/2026	521-4220-442.21-01	MONTHLY BILLING	EFT:	71.36
A046665		005574		00	11/05/2026	521-4230-442.21-01	MONTHLY BILLING	EFT:	61.82
A046665		005575		00	11/05/2026	531-4310-443.21-01	MONTHLY BILLING	EFT:	14.46
A046665		005576		00	11/05/2026	531-4320-443.21-01	MONTHLY BILLING	EFT:	67.06
A046665		005556		00	11/05/2026	601-1230-412.21-01	MONTHLY BILLING	EFT:	14.46
A046665		005561		00	11/05/2026	602-1340-413.21-01	MONTHLY BILLING	EFT:	52.60
A046665		005569		00	11/05/2026	603-3150-431.21-01	MONTHLY BILLING	EFT:	13.52
A046665		005559		00	11/05/2026	604-1320-413.21-01	MONTHLY BILLING	EFT:	48.30
A046665		005566		00	11/05/2026	605-3116-431.21-01	MONTHLY BILLING	EFT:	6.76
A046665		005550		00	11/05/2026	721-0000-202.03-07	MONTHLY BILLING	EFT:	11,096.44
A046665		005551		00	11/05/2026	721-0000-202.03-17	MONTHLY BILLING	EFT:	300.86
							VENDOR TOTAL *	.00	13,418.04
0001405	00	BEST LAWN CARE							
GEC09302026		PI0552 009165		00	09/30/2026	501-4110-441.31-15	PROGRESS PAYMENT	EFT:	1,870.00
GPWWT093026		PI0553 009165		00	09/30/2026	521-4220-442.31-15	PROGRESS PAYMENT	EFT:	540.00
							VENDOR TOTAL *	.00	2,410.00
0004675	00	BORDER STATES INDUSTRIES INC							
933332468		PI0565 009312		00	10/15/2026	501-4130-441.52-31	PROGRESS PAYMENT	EFT:	6,952.79
933332480		PI0559 009250		00	10/15/2026	501-4140-441.62-15	PROGRESS PAYMENT	EFT:	837.49
							VENDOR TOTAL *	.00	7,790.28
0005655	00	BRENNTAG SOUTHWEST, LLC							
BSW736826		005535		00	11/05/2026	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	934.41
BSW738378		005535		00	11/05/2026	521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	1,803.82
							VENDOR TOTAL *	.00	2,738.23
0099999	00	BRETT D HART							
77349		005528		00	11/05/2026	001-0000-228.30-00	CASH BOND REFUND	250.00	

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	BRETT D HART							
							VENDOR TOTAL *	250.00	
0001834	00	C & C GROUP							
85087		005535		00	11/05/2026	521-4220-442.31-15	GENERATOR SERVICE	EFT:	4,922.50
85071		005535		00	11/05/2026	603-3150-431.31-15	FIRE MONITORING	EFT:	600.00
							VENDOR TOTAL *	.00	5,522.50
0005061	00	CARAHSOFT TECHNOLOGY CORP							
IN2457160		PI0562 009309		00	10/30/2026	001-2110-421.47-05	ANNUAL LICENSE	EFT:	34,736.84
							VENDOR TOTAL *	.00	34,736.84
0002321	00	CES							
OLA/088445		005535		00	11/05/2026	001-6120-461.52-01	ELECTRIC REPAIR	EFT:	355.28
							VENDOR TOTAL *	.00	355.28
0005609	00	CINTAS CORPORATION 2							
4287004768		005535		00	11/05/2026	603-3150-431.42-01	CITY HALL RUG RENTAL	EFT:	33.07
8408698929		005535		00	11/05/2026	603-3150-431.42-01	PW STREET RUG RENTAL	EFT:	13.08
8408698929		005535		00	11/05/2026	603-3150-431.42-01	PW FLEET RUG RENTAL	EFT:	13.09
8408698929		005535		00	11/05/2026	603-3150-431.42-01	PW LINE MAIN RUG RENTAL	EFT:	33.00
8408698929		005535		00	11/05/2026	603-3150-431.42-01	GE DIST RUG RENTAL	EFT:	40.28
8408698929		005535		00	11/05/2026	603-3150-431.42-01	JUSTICE CENTER RUG RENTAL	EFT:	40.14
8408698929		005535		00	11/05/2026	603-3150-431.42-01	SENIOR CENTER RUG RENTAL	EFT:	12.50
8408698929		005535		00	11/05/2026	603-3150-431.42-01	GE ADMIN RUG RENTAL	EFT:	24.38
							VENDOR TOTAL *	.00	209.54
0000429	00	CINTAS FIRE PROTECTION							
5368119304		005535		00	11/05/2026	521-4220-442.31-15	FIRST AID CABINET	EFT:	142.66
							VENDOR TOTAL *	.00	142.66
0005598	00	CITY WIDE MAINTENANCE CO ENT LLC							
42001056256		005535		00	11/05/2026	521-4230-442.31-15	PW LINE MAIN CLEANING	EFT:	250.00
42001056265		005535		00	11/05/2026	603-3150-431.42-01	CITY HALL CLEANING	EFT:	175.00
32001081920		005535		00	11/05/2026	603-3150-431.42-01	NEW UTILITY BLDG CLEANING	EFT:	1,100.00
32001081779		PI0567 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	2,421.00
32001081780		PI0568 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	721.00
32001081781		PI0569 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	4,017.00
32001081782		PI0570 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	515.00
32001081783		PI0571 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	515.00
32001081784		PI0572 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	412.00
32001081784		PI0573 009240		00	11/01/2026	603-3150-431.42-01	PROGRESS PAYMENT	EFT:	412.00
							VENDOR TOTAL *	.00	10,538.00
0001538	00	CODE PUBLISHING COMPANY							
PG000049205		005535		00	11/05/2026	001-1150-411.47-05	ONLINE CODE	EFT:	2,740.00
							VENDOR TOTAL *	.00	2,740.00
0000526	00	CREATIVE DISPLAYS, INC							
65208		005546		00	11/05/2026	001-6120-461.52-01	HOLIDAY LIGHTING	EFT:	117.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000526	00	CREATIVE DISPLAYS, INC							
							VENDOR TOTAL *	.00	117.00
0005356	00	DESIGN 4 SPORTS							
45246		005535		00	11/05/2026	001-6110-461.47-53	STAFF SHIRTS	EFT:	70.00
							VENDOR TOTAL *	.00	70.00
0001246	00	DITCH WITCH SALES, INC							
W21093		005535		00	11/05/2026	501-4130-441.43-02	JET-TRAC FOR VAC MACHINE	EFT:	512.44
							VENDOR TOTAL *	.00	512.44
0005211	00	EASY ICE, LLC							
02224620		005535		00	11/05/2026	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	146.70
02176150		005548		00	11/05/2026	603-3150-431.31-15	SENIOR CENTER ICE MACHINE	EFT:	695.97
							VENDOR TOTAL *	.00	842.67
0005226	00	EVCO WHOLESALE FOOD CORP							
0959652		005535		00	11/05/2026	001-6110-461.52-15	CELEBRATION PARK FOOD	372.61	
							VENDOR TOTAL *	372.61	
0002956	00	FASTENAL CO.							
KSKA3158899		005535		00	11/05/2026	501-4130-441.52-12	CABLE TIES	EFT:	18.09
							VENDOR TOTAL *	.00	18.09
0000086	00	GALLS, LLC							
036737407		005535		00	11/05/2026	001-2120-421.53-02	BOOTS	EFT:	180.00
							VENDOR TOTAL *	.00	180.00
0000181	00	GRAINGER							
9125739566		005535		00	11/05/2026	521-4220-442.52-20	TRASH BAGS W/ PEST REPELL	EFT:	128.54
							VENDOR TOTAL *	.00	128.54
0000095	00	GRAYBAR							
9354927992		005535		00	11/05/2026	501-4130-441.52-31	FIBERGLASS EQUIP BRACKET	EFT:	1,882.53
							VENDOR TOTAL *	.00	1,882.53
0001840	00	GT DISTRIBUTORS INC							
UNV0108554		005535		00	11/05/2026	001-2110-421.53-02	PD ALTERATIONS	EFT:	16.00
UNV0108814		005535		00	11/05/2026	001-2110-421.53-02	PD UNIFORM	EFT:	105.00
UNV0108814		005535		00	11/05/2026	001-2120-421.53-02	PD UNIFORM	EFT:	100.00
UNV0108815		005535		00	11/05/2026	001-2120-421.53-02	PD UNIFORM	EFT:	31.98
							VENDOR TOTAL *	.00	252.98
0000013	00	HACH COMPANY							
15228486		005535		00	11/05/2026	521-4220-442.52-12	PH7 BUFFER	EFT:	1,187.15
							VENDOR TOTAL *	.00	1,187.15
0005686	00	HOA SOLUTIONS INC							
13852		PI0554	009278	00	09/29/2026	521-4220-442.43-02	PROGRESS PAYMENT	EFT:	6,660.00
							VENDOR TOTAL *	.00	6,660.00
0005708	00	HUNTER, DAVID							

VEND NO / INVOICE NO	SEQ#	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005708 HOTEL REIMB	00	HUNTER, DAVID 005536		00	11/05/2026	501-4120-441.46-01	KMEA CONF HOTEL REIMB	138.79	
							VENDOR TOTAL *	138.79	
0004118 K25-00914	00	KANSAS BUREAU OF INVESTIGATION 005535		00	11/05/2026	001-0000-207.10-30	KATARA BREIANE KNIEP	400.00	
							VENDOR TOTAL *	400.00	
0002671 161419073	00	KANSAS GAS SERVICE 1026 005535		00	11/05/2026	501-4130-441.40-04	MONTHLY BILLING	128.99	
							VENDOR TOTAL *	128.99	
0004949 L31489	00	LEGAL RECORD, THE 005535		00	11/05/2026	501-4110-441.47-01	BID POST OF ELE DIST	EFT:	34.50
							VENDOR TOTAL *	.00	34.50
0000142	00	OLATHE WINWATER WORKS							
219203 01		005535		00	11/05/2026	521-4230-442.52-12	REST COUPLINGS &	EFT:	2,600.00
219212 01		005535		00	11/05/2026	521-4230-442.52-12	REST COUPLING	EFT:	2,600.00
219388 01		005536		00	11/05/2026	521-4230-442.52-12	8X12 SS WRAP & COPPER FIT	EFT:	2,065.00
219213 01		005536		00	11/05/2026	521-4230-442.52-12	3'4" PACK NUT & GASKET	EFT:	200.00
219670 01		005536		00	11/05/2026	521-4230-442.52-12	1X3/4 COPPER CTS COMPRESS	EFT:	772.00
219203 01		005535		00	11/05/2026	531-4330-443.52-02	REST COUPLINGS &	EFT:	40.00
							VENDOR TOTAL *	.00	8,277.00
0004157 INV-10025929453	00	OPTIV SECURITY INC 005536		00	11/05/2026	001-1330-413.47-05	SECURITY KEY FOB TOKENS	EFT:	141.08
							VENDOR TOTAL *	.00	141.08
0000256	00	OTTAWA COOP 48397							
099304		005547		00	11/05/2026	521-4230-442.52-09	RUBY RED DIESEL	EFT:	40.01
099321		005547		00	11/05/2026	521-4230-442.52-09	RUBY RED DIESEL	EFT:	475.01
099402		005547		00	11/05/2026	521-4230-442.52-09	RUBY RED DIESEL	EFT:	310.20
099315		005547		00	11/05/2026	531-4320-443.52-09	RUBY RED DIESEL	EFT:	512.97
							VENDOR TOTAL *	.00	1,338.19
0001138 SVC/262-1073803	00	OVERHEAD DOOR CO OF KC, INC. PI0564	009311	00	10/21/2026	501-4130-441.43-01	GATE WORK	EFT:	6,147.00
							VENDOR TOTAL *	.00	6,147.00
0005219 2080672	00	POLYDYNE, INC 005536		00	11/05/2026	521-4220-442.52-13	POLYMER	EFT:	1,602.00
							VENDOR TOTAL *	.00	1,602.00
0000586 93421	00	PROTECTIVE EQUIPMENT TESTING LAB PI0558	009225	00	10/22/2026	501-4130-441.31-15	43 AUX ARMS	EFT:	6,944.50
							VENDOR TOTAL *	.00	6,944.50
0005534 IV01413834	00	PYE-BARKER FIRE & SAFETY LLC 005536		00	11/05/2026	603-3150-431.43-01	FIRE & SAFETY	EFT:	590.00

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005534	00	PYE-BARKER FIRE & SAFETY LLC							
							VENDOR TOTAL *	.00	590.00
0000398	00	REEVES-WIEDEMAN CO.							
6835295		005536		00	11/05/2026	001-6130-461.52-01	MAINTENANCE SUPPLIES	EFT:	62.55
							VENDOR TOTAL *	.00	62.55
0005217	00	RIVERSIDE STRATEGIC SOLUTIONS							
008		PI0557	009148	00	10/01/2026	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	9,000.00
009		PI0566	009148	00	11/01/2026	001-1130-411.31-15	PROFESSIONAL SERVICES	EFT:	9,000.00
							VENDOR TOTAL *	.00	18,000.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
6077208450		005536		00	11/05/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	3.99
6077208449		005536		00	11/05/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	75.19
6077208448		005536		00	11/05/2026	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	5.15
							VENDOR TOTAL *	.00	84.33
0004785	00	SUMNERONE, INC							
4746266		005536		00	11/05/2026	501-4130-441.43-02	COPIER MAINT PROGRAM UTIL	EFT:	8.06
							VENDOR TOTAL *	.00	8.06
0004482	00	SUPERION, LLC							
475448		PI0563	009310	00	10/23/2026	602-1340-413.47-05	EAS ANNUAL SUB FEE	EFT:	31,250.00
							VENDOR TOTAL *	.00	31,250.00
0005656	00	THOMPSON SAFETY LLC							
MCIINU00199085		005536		00	11/05/2026	501-4120-441.31-15	FIRST AIDE CABINETS (3)	EFT:	108.65
MCIINU00199085		005536		00	11/05/2026	501-4130-441.31-15	FIRST AIDE CABINETS (3)	EFT:	108.65
MCIINU00199085		005536		00	11/05/2026	521-4230-442.31-15	FIRST AIDE CABINETS (3)	EFT:	54.33
MCIINU00199085		005536		00	11/05/2026	531-4330-443.31-15	FIRST AIDE CABINETS (3)	EFT:	54.33
							VENDOR TOTAL *	.00	325.96
0099999	00	TINA MICHAEL							
116183799		005527		00	11/05/2026	001-0000-228.40-00	SENIOR CENTER REFUND	85.00	
							VENDOR TOTAL *	85.00	
0004841	00	TIREHUB, LLC							
63035223		005536		00	11/05/2026	001-2120-421.43-05	PD TIRES BW108V	EFT:	521.00
63119980		005536		00	11/05/2026	001-2120-421.43-05	PD TIRES BW108V	EFT:	260.50
							VENDOR TOTAL *	.00	781.50
0000781	00	UNITED RENTALS NORTH AMERICA, INC							
264742359-006		005536		00	11/05/2026	401-6120-461.62-09	WINWOOD PARK FENCE	EFT:	875.22
							VENDOR TOTAL *	.00	875.22
0000238	00	USA BLUE BOOK							
INV01194318		005536		00	11/05/2026	521-4230-442.52-13	HACH DR300 CHLORIMETERS	EFT:	1,350.90
							VENDOR TOTAL *	.00	1,350.90

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
0000238	00							
						EFT/EPAY TOTAL ***		2,190,379.22
						TOTAL EXPENDITURES ****	1,375.39	2,190,379.22
					GRAND TOTAL	**********		2,191,754.61

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 3

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: AMY FOSTER, BUSINESS SERVICES MANAGER

Agenda Item: Consider authorizing the City Administrator to execute a 1-year renewal agreement with Central Square Technologies, LLC, with annual automatic renewal unless changes are required.

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute a 1-year renewal agreement with Central Square Technologies, LLC, with annual automatic renewal, unless changes are required.

Background/Description of Item:
Since 2001, Central Square Technologies, LLC (previously SunGard Public Sector, Inc.) has provided the City with core business software services supporting essential day-to-day operations, including finance/accounting, purchasing, asset management, inventory, utility billing, building permits, code enforcement, work order management, planning and zoning, and e-government services.

The City's current contract will expire in December 2026. Over the course of this long-term partnership, Central Square has delivered reliable system performance, routine updates, and responsive technical support. Key users report that the platform continues to meet operational needs while offering sufficient flexibility to accommodate anticipated functional changes. After reviewing performance, cost, and transition considerations, staff determined that there are no meaningful advantages to changing software providers at this time.

Transitioning to a new enterprise system would involve substantial cost, complex data migration, staff retraining, and a multi-year implementation effort. Renewing with Central Square mitigates risks by maintaining system continuity and avoiding disruption to critical city services. The renewal agreement also retains a 180-day termination provision, ensuring the City maintains the ability to adapt to future technological advancements or vendor performance changes as needed.

Financial Impact:
The 2027 annual contract amount is $149,822.48. The annual automatic renewal is forecasted to be a 5% increase each year. The approved 2027 budget includes funding for the Central Square, LLC software cost.

Attachments included:
- Central Square 2026 Renewal Quote
- Amendment to the Solutions Agreement between Central Square Technologies, LLC and City of Gardner
- Signed Central Square Solutions Agreement between Central Square Technologies, LLC and City of Gardner from 2021

Suggested Motion:
Authorize the City Administrator to execute a 1-year renewal agreement with Central Square Technologies, LLC, with annual automatic renewal, unless changes are required.

Renewal Order prepared by:
Vanessa Cristobal
vanessa.cristobal@centralsquare.com

Renewal Order #: Q-272655
Start Date: December 1, 2026
End Date: November 30, 2027
Billing Frequency: Monthly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Amy Foster, Business Service Manager
City of Gardner
1150 E. Santa Fe Street
Gardner, Kansas 66030
9138560925

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ASP - Technical Annual Access Fee	1	128,671.44 USD
2.	CentralSquare Payments	1	0.00 USD
3.	Click2Gov BP Module Annual Access Fee	1	0.00 USD
4.	Click2Gov CIS Module Annual Access Fee	1	0.00 USD
5.	Click2Gov Core Module Annual Access Fee	1	0.00 USD
6.	Cognos BI: Base Bundle-ASP Annual Access Fee	1	0.00 USD
7.	CX Voice Response Selectron - Tier B Annual Access Fee	1	0.00 USD
8.	Fusion - Annual Access Fee	1	0.00 USD
9.	Modifications Annual Access Fee	9	0.00 USD
10.	NaviLine Accounts Receivable-Annual Access Fee	1	0.00 USD
11.	NaviLine Asset Management II Annual Access Fee	1	0.00 USD
12.	NaviLine Building Permits Annual Access Fee	1	0.00 USD
13.	NaviLine Cash Receipts-Annual Access Fee	1	0.00 USD
14.	NaviLine CIS Voice Response Interface-Generic Annual Access Fee	1	0.00 USD
15.	NaviLine Code Enforcement Annual Access Fee	1	0.00 USD
16.	NaviLine Customer Information System Annual Access Fee	1	0.00 USD
17.	NaviLine Document Management Services Annual Access Fee	1	0.00 USD
18.	NaviLine GMBA w/Extended Reporting Annual Access Fee	1	0.00 USD
19.	NaviLine Land/Parcel Mgmt-Annual Access Fee	1	0.00 USD

Renewal Order prepared by:
Vanessa Cristobal
vanessa.cristobal@centralsquare.com

20.	NaviLine m.Building Inspections Annual Access Fee	1	806.40 USD
21.	NaviLine m.MobileUser License Annual Access Fee	10	5,292.00 USD
22.	NaviLine Menu Driver Annual Maintenance Fee	1	0.00 USD
23.	NaviLine Mobile Server Framework Annual Access Fee	1	4,901.40 USD
24.	NaviLine P-Card Annual Access Fee	1	0.00 USD
25.	NaviLine Planning & Engineering Annual Access Fee	1	10,151.24 USD
26.	NaviLine Purchasing/Inventory-Annual Access Fee	1	0.00 USD
27.	NaviLine User Interface Annual Access Fee	1	0.00 USD
28.	NaviLine Web Enablement Annual Access Fee	1	0.00 USD
29.	NaviLine Work Order Interface Annual Access Fee	1	0.00 USD
30.	NaviLine Work Orders/Facility Management Annual Access Fee	1	0.00 USD

Total:	152,822.48 USD
Discount Total:	3,000.00 USD
Renewal Order Total:	149,822.48 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Docusign Envelope ID: BDB46C4D-4AC3-8B2A-82D6-A9BF256D96F6

AMENDMENT TWO TO THE SOLUTIONS AGREEMENT BETWEEN CENTRALSQUARE TECHNOLOGIES, LLC AND CITY OF GARDNER

This Amendment Two (this "Amendment") to the Solutions Agreement ("Agreement") entered into by and between **CentralSquare Technologies, LLC** ("CentralSquare"), and **City of Gardner, KS** ("Client" or "Customer") with an execution date of December 20, 2021, as amended from time to time including additional purchases is entered into and effective as of the last date of signature below ("Effective Date"). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. Customer and CentralSquare may be referenced as each a "Party", and together "Parties".

WHEREAS, Customer previously entered into an agreement dated September 23, 2005 for an on-premise deployment of the Enterprise Asset Management CentralSquare solution; and

WHEREAS, the Parties acknowledge that the agreement dated September 23, 2005 is being replaced and superseded by the Agreement dated December 20, 2021 (the "Agreement"); and

WHEREAS, the Parties entered into an Amendment dated December 17, 2025 in which Customer mutually agreed and desired to switch the on-premise deployment of the CentralSquare Enterprise Asset Management solution to a cloud-hosted deployment; and

WHEREAS, the Agreement and the Amendment are collectively referred to as the "Agreement"; and

WHEREAS, the Parties mutually agree to extend the Term of the Agreement for an additional one year under this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. As of the Effective Date, the Agreement is hereby amended or modified as follows:

   a. The Term of the Agreement is extended for an additional one (1) year per the terms of Exhibit A, attached hereto, Quote-272655 with a renewal term December 1, 2026 to November 30, 2027.

   b. The Agreement will automatically renew for successive one (1) year term(s) unless terminated by either party by providing a sixty (60) days' written notice of non-renewal prior to the annual renewal date of December 1st.

2. Miscellaneous. All other terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect. Should any term in this Amendment conflict with a term in the Agreement, the terms of this Amendment shall control.

(Signature page follows)

Docusign Envelope ID: BDB46C4D-4AC3-8B2A-82D6-A9BF256D96F6

IN WITNESS THEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AMENDMENT AS OF THE EFFECTIVE DATE.

CentralSquare Technologies, LLC	**City of Gardner**
1000 Business Center Drive Lake Mary, FL 32746	1150 E. Santa Fe Street, Gardner, Kansas , 66030
By: Signed by: Steve Castle E818D2A918A04D2...	By:
Print Name: Steve Castle	Print Name:
Print Title: Director, Renewals	Print Title:
Date Signed: 11/5/2026	Date Signed:

Docusign Envelope ID: BDB46C4D-4AC3-8B2A-82D6-A9BF256D96F6

Renewal Order prepared by:
Vanessa Cristobal
vanessa.cristobal@centralsquare.com

Renewal Order #: Q-272655
Start Date: December 1, 2026
End Date: November 30, 2027
Billing Frequency: Monthly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Amy Foster, Business Service Manager
City of Gardner
1150 E. Santa Fe Street
Gardner, Kansas 66030
9138560925

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

CST Cognos Software	0.00 USD
CST Internet Software	0.00 USD
NaviLine Across Product Lines Software	133572.84 USD
NaviLine Community Software	16249.64 USD
NaviLine Financials Software	0.00 USD
NaviLine Internet Software	0.00 USD
NaviLine Utilities Software	0.00 USD
NaviLine Work Management Software	0.00 USD
Renewal Order Total:	149,822.48 USD

Billing Information

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Gardner, KS** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Gardner
1000 Business Center Dr. Lake Mary, FL 32746	120 E. Main St. Gardner, KS 66030
By: DocuSigned by: Dan Maier E4124F28B4F5410...	By: James Pruetting
Print Name: Dan Maier	Print Name: James Pruetting
Print Title: CRO	Print Title: City Administrator
Date Signed: 12/1/2021	Date Signed: 12/20/2021

1. **Solution: Public Admin**

2. **Term.**

   2.1. Initial Term. The Initial Term of this Agreement commences December 1, 2021 and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

   2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term"). Subsequent terms are subject to an annual increase not to exceed five (5) percent of previous year Access Fees.

   2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

   4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

   4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

   4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare 's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. **"Confidential Information"** means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.

4.7. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.8. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.9. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.10. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.11. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.12. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.13. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.14. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.15. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

4.16. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.17. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.18. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes

all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.19. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.20. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.21. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.22. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.23. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date.**"

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance,

Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.6. any relocation of the Solution other than by CentralSquare personnel;

5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare 's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable

security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

8.2. Contributed Material. In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.

9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. Security.

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare 's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be,

processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. LIMITED WARRANTY. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare**
1000 Business Center Dr.

Lake Mary, FL 32746
Phone: 407-304-3235 **email:** info@CentralSquare .com
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Gardner**
120 E. Main St.
Gardner, KS 66030
Phone: _____ email: _____
Attention: _____

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE 'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

    17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

    17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

    19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

    19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

    19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

    19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

    19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

    19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

    19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

    19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
    21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
    21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.
22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.
24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
25. **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
26. **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
27. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way

whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

EXHIBIT 1

Project Cost Summary

Term	Annual Access Fees	Monthly Access Fees
Year 1 12/1/2021 - 11/30/2022	$100,817.44	$8,401.45
Year 2 12/1/2022 - 11/30/2023	$105,858.31	$8,821.53
Year 3 12/1/2023 - 11/30/2024	$111,151.23	$9,262.60
Year 4 12/1/2024 - 11/30/2025	$116,708.79	$9,725.73
Year 5 12/1/2025 - 11/30/2026	$122,544.23	$10,212.02

	Applications and/or Services	Annual Access Fee 12/1/21 - 11/30/22	Monthly Access Fee
Renewal Services		**$ 100,817.44**	**$ 8,401.45**
Existing NaviLine Products (Currently Licensed)	Accounts Receivable Asset Management II Building Permits Cash Receipts CentralSquare Payments CIS/Voice Response Interface - Selectron Click2Gov3 Building Permits Click2Gov3 Core Click2Gov3 Customer Information System Code Enforcement Customer Information System Customer Information System IVR Interface - Selectron Document Management Services Fusion GMBA w/Extended Reporting Land/Parcel Management NaviLine User Interface Procurement Card Tracking Purchasing/Inventory Work Orders Interface Work Orders/Facility Management	Included in Annual Access Fee	Included in Monthly Access Fee
Existing Third Party Products (Currently Licensed)	ACOM, Cognos, Web Enablement	Included in Annual Access Fee	Included in Monthly Access
Retrofit Modifications	3 Mods	Included in Annual Access Fee	Included in Monthly Access
Horizon Cloud Services	Hardware and software will be hosted and managed by Superion. Site to Site VPN, Disaster Recovery Plan for Superion applications	Included in Annual Access Fee	Included in Monthly Access Fee
NaviLine Test Environment	2 refreshes per year; $600 per additional refresh.	Included in Annual Access Fee	Included in Monthly Access
	Total Proposed System:	**$ 100,817.44**	**$ 8,401.45**

PAYMENT TERMS:

RECURRING FEES

a. The Annual Access Fee is due: December 1, 2021 to be paid monthly per the fees above and are due the first of each month thereafter for the term of this agreement.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.

c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower,

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

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the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Support Standards (CLOUD/ASP)

1. CentralSquare Cloud Security Program



1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.



1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

2. Service Level Commitments

2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

2.2. Support Terms. Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each

Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1.1. mutually agreed upon by CentralSquare and the Customer.

2.3.1.2. paid, installed and maintained by the Customer.

2.3.1.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. CentralSquare will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. CentralSquare shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. Measurement. CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. **Responsibility Summary Matrix.**

Responsibility Summary Matrix		
Description	CentralSquare Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP third-party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at CentralSquare 's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

12. **Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

13. **Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

14. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

15. **Development Work.** The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

16.1. Hours. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare 's investigation and related services at CentralSquare 's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.

16.2. Releases. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare 's online support portal, and b) when CentralSquare 's support representative assigns a case number and conveys that case number to the Customer.

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EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 4

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the execution of a supplemental agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.

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

Department: Public Works

Staff Recommendation:
Staff recommends authorization to execute a supplemental agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.

Background/Description of Item:
On January 20, 2026 City Council authorized execution of an agreement with KDOT to provide funding for the 167th Street, Center Street to Moonlight Road project in an amount not to exceed $6,471,000. Additional federal funds have become available, increasing the grant award to an amount not to exceed $6,800,000. The purpose of the supplemental agreement is to account for this change.

Financial Impact:
This agreement will reduce the City's estimated funding of the project by $329,000.

Attachments Included:
- City/State Agreement

Suggested Motion:
Authorize the execution of a supplemental agreement with the Kansas Department of Transportation for use of federal funds to construct the 167th Street Roadway Improvements Project, Moonlight Road to Center Street.

Agreement No. 839-26
Supplemental No. 1 to
Agreement No. 478-25
Project No. 46 N-0820-01
Bureau of Local Projects

PROJECT NO. 46 N-0820-01
STP-N082(001)
MARC TIP #343111
GARDNER: 167TH STREET IMPROVEMENTS
CITY OF GARDNER, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o. 1

This Supplemental Agreement, effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary"), and the **City of Gardner, Kansas** ("City") ("Sponsor"), collectively, the "Parties."

RECITALS:

A. The Parties entered into an Agreement (Agreement No. 478-25) dated January 23, 2026, for the City's 167th Street Improvements Project (the "Original Agreement").

B. The Parties mutually desire to supplement the Original Agreement to reflect an increase in the funding allowed for the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 4 of the Original Agreement, Article II, paragraph 1, be replaced in its entirety to read as follows:

1. Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree the costs and contributions reflected below are estimates to be used for encumbrance purposes and are subject to change.

Party	Funding Source	Responsibility
Secretary	State and/or Federal Funds	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed $6,800,000
City	Local	20% of Participating Costs of Construction and CE until the Secretary's funding limit is reached 100% of Participating Costs of Construction and CE after the Secretary's funding limit is reached 100% of Participating Costs of Preliminary Engineering (PE), Right of Way, and Utility adjustments 100% of Non-Participating Costs

2. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST: CITY OF GARDNER, KANSAS

_____ _____

CITY CLERK (Date) MAYOR

(SEAL)

KANSAS DEPARTMENT OF
TRANSPORTATION
SECRETARY OF TRANSPORTATION

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 5

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Authorize the purchase of Communication Radios for snow removal operations

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to purchase Communication Radios from KA-COMM, INC.

Background/Description of Items:
The City utilizes nine (9) Public Works plow trucks, three (3) Utilities plow trucks and one (1) Park & Rec plow truck during the execution of winter snow removal operations.

These trucks currently have outdated radios that either do not reach from one side of the city to the other or do not currently function and have reached the end of their useful life. Additionally, the current radios are incompatible with Police Department and emergency services radios. Snow plow operators have found themselves on icy rural roads on the edge of the City with little or no communication and have had to rely on the exchange of personal cell numbers to communicate to ensure coordination during plowing operations. PD has had to call the after-hours PW emergency number or the PW Superintendent for road issues during snow events when operators were already on the road.

These requested radios will go into the nine (9) PW trucks and (1) UT truck. The 6 handheld radios will be used in two (2) UT Trucks and one (1) Parks & Rec Truck during snow removal operations. The handhelds can be swapped out and recharged at shift change to ensure continuous operations.

This is the same company and type of radios as our Police Department. This will benefit communications in the future beyond snow operations, including when Police Department and Public Works work together at events such as parades, road closures due to traffic accidents, or natural disaster response.

Total estimated price for the equipment is $49,253.56.

Vendor	Make	Model	Total Bid
KA-COMM, INC	Kenwood	VM5930BF VP5430F2	$49,253.56

Financial Impact:
Funds for this equipment purchase are budgeted in the FY2026 Street and Storm Drainage Snow Removal Supplies Fund.

Suggested Motion:
Authorize the City Administrator to execute the purchase of Communication Radios at a cost not to exceed $49,253.56 plus a 10% contingency.

COUNCIL ACTION FORM — CONSENT AGENDA ITEM NO. 6

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: KELLEN HEADLEE, DIRECTOR OF PUBLIC WORKS

Agenda Item: Consider authorizing the purchase of equipment through the Sourcewell Cooperative Purchasing Program under the City's Infrastructure Special Sales Tax Fund

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:
Staff recommends authorizing the City Administrator to execute the purchase of two (2) pieces of equipment through the Sourcewell Cooperative Purchasing Program under the City's Infrastructure Special Sales Tax Fund.

Background/Description of Items:
The Public Works Streets Department executes portions of the City's Pavement Management Program (PMP) including wide crack repair and asphalt patching. Current equipment and methods are inefficient and result in the need to contract portions of the annual program that could be performed in house using updated equipment. In 2026, Public Works rented a Wirtgen W 60 Ri milling machine to test improved equipment and methods, resulting in more than double the efficiency of wide crack repair work production, from 140 to 350 tons of asphalt repaired over current equipment and methods.

The requested equipment will be used in 2027 and forward years for PMP work to improve annual savings in the program. The Public Works Department plans on running this cold milling machine up to 500 available working hours per year from April to October to keep up with the demands of the road infrastructure upkeep and significantly reduce or eliminate the need to contract this portion of the PMP.

The trailer purchase is to transport the milling machine through town as the milling machine only travels approximately 5mph. This will be towed behind one of Public Works dump trucks.

Total estimated price for the equipment under the 2027 Sourcewell program is $373,666.09:

Vendor	Make	Model	Total Bid
Murphy Tractor & Equipment CO.	Wirtgen	W 60 Ri	$348,499.76
Murphy Tractor & Equipment CO.	Felling	Ft-20IT-I Drop Deck Tilt	$25,166.33

Financial Impact:
Funds for this equipment purchase are available from the Infrastructure Special Sales Tax Fund dedicated to the Pavement Management Program.

Suggested Motion:
Authorize the City Administrator to execute the purchase of two (2) pieces of equipment through the Sourcewell Cooperative Purchasing Program at a cost not to exceed $373,666.09 plus a 10% contingency.

COUNCIL ACTION FORM COMMITTEE RECOMMENDATION NO. 1

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: MAGI BREWSTER, COMMUNITY DEVELOPMENT DEPUTY DIRECTOR

Agenda Item: Consider adopting an ordinance amending Chapter 7 of Title 17 of the Gardner Municipal Code.

Strategic Priority: Quality of Life

Department: Community Development Department

Background:
When the Gardner Municipal Code was recently reformatted by eCode360, an error in the Land Development Code (LDC) was discovered. Specifically, Chapter 17.07.020, Table 7-2 in the newly reformatted code shows the Detached House -Suburban building type minimum interior side setback as 9 feet, as opposed to 7 feet. The minimum interior side yard setback was reduced from 9 feet to 7 feet in 2016, however, subsequent updates to Table 7-2 inadvertently referenced the 9-foot interior side setback. It is staff's opinion that the proposed amendment is housekeeping in nature and intended to fix an inadvertent error.

Planning Commission Recommendation:
On October 26, 2026, the Planning Commission held a public hearing at which no one from the public spoke on this item. The Planning Commission recommended approval of the proposed amendment as presented.

Staff Recommendation:
Staff recommends approval of the ordinance amending Chapter 17.07.020, Table 7-2 of the Land Development Code correcting the interior side setback from 9' to 7'.

You can review the presentation made and discussion of this item by the Planning Commission, by going to minute 4.01 of the October 26, 2026, Planning Commission meeting on the City of Gardner's YouTube channel .

Financial Impact:
None

Attachments:
- Redline copy of the proposed change to Chapter 17.07.020 of Title 17
- Excerpt from the draft minutes of the October 26, 2026, Planning Commission meeting
- Ordinance 2902

Suggested Motion:
Adopt Ordinance No. 2902 approving the amendment to Chapter 17.07.020, Table 7-2 of the Gardner Municipal Code.

Amendment to Chapter 17.07.020, Table 7-2 of the Land Development Code

Background

Early in September when the Municipal Code was reformatted, an error in the Land Development Code (LDC) was discovered. Specifically, Chapter 17.07.020, Table 7-2 in the newly reformatted code shows the Detached House-Suburban building type minimum interior side setback as 9', as opposed to 7' as previously listed in the LDC.

For ease of discussion, a copy of the table is provided separately with the section outlined in red to show the incorrect setback distance.

Table 7-2: Residential District Building Type and Development Standards

Eligible Zoning Districts							Building Types	Development Standards							
								Lot Standards			Minimum Setbacks				
A	RE	R-1	R-2	R-3	R-4	R-5		Min. Size	Min. Width	Building Coverage	Front	Interior Side	Corner Side	Rear	Building Height
•	•	•					Detached House - Estate	1 ac./5 ac.	125'/200'A	10%	35'	25'	25'	50'	40' 3 stories
		•	•	•			Detached House - Suburban	8K s.f.	70'	30%	25' - 50'	9'	20'	25'	35' 2.5 stories
			•		•	•	Detached House - Neighborhood	6K s.f.	50'	40%	10'-35'	5'	10'	25'	35' 2.5 stories
					•	•	Detached House - Compact	3.5K-6K s.f.	35'	60%	10'-35'	5'	10'	25'	30' 2 stories
			•	•	•	•	Duplex	10K s.f./5K s.f. per unit	70'/35' per unit	30%	25' - 50'	7'/0' party wall	20'	25'	35' 2.5 stories
					•	•	Duplex - Compact	6K - 10K s.f./3K s.f. per unit	50'/25' per unit	60%	10'-35'	5'/0' party wall	10'	25'	35' 2.5 stories
				•	•	•	Row House	2K - 4.5K s.f. per unit	18'-36' per unit	70%	10'-25'	5'/0' party wall	10'	20'	40' 3 stories
					•	•	Walk-Up Apartment	6K - 10K s.f.	50' - 100'	70%	10'-25'	5'/10'*	10'	20'	40' 3 stories
						•	Mid-Rise Apartment	10K - 20K s.f.	80' - 200'	70%	10'-25'	5'/10'*	10'	20'	60' 5 stories
				•			Garden Apartment	10K s.f./1.5K s.f. per unit	70'	40%	25' - 50'	7'	20'	25'	40' 3 stories
					•	•	Live/Work	See Nonresidential Building Types in Table 7-3							
•	•	•	•	•	•	•	Small Civic	See Nonresidential Building Types in Table 7-3							
					•	•	Prominent Civic	See Nonresidential Building Types in Table 7-3							
•							General Industrial	See Nonresidential Building Types in Table 7-3							

*See Building Type standards in GMC § **17.07.040** for applicable specifications.

Staff Analysis

Upon researching the issue, staff found that the minimum interior side yard setback was reduced from 9' to 7' in 2016 (Ordinance 2533). Subsequent updates to Table 7-2 of the LDC were made in 2017 and 2018. Such updates did not include modifying the minimum interior side yard setback. Unfortunately, the version of Table 7-2 that was included in the ordinances adopted in 2017 and 2018 incorrectly referenced a 9' minimum interior side yard setback. Therefore, it is staff's opinion that the proposed amendment is primarily "corrective and administrative" in nature, as it fixes a typographical oversight introduced when other areas of Table 7-2 were modified.

Staff Recommendation

Staff recommends the Planning Commission recommend approval of the proposed text amendment to Chapter 17.07.020, Table 7-2 of the Land Development Code correcting the interior side setback from 9' to 7' and forward such recommendation to the Governing Body.

Call to Order

The meeting of the Gardner Planning Commission was called to order at 7:00PM on Monday, October 26, 2026, by Chairperson Berg.

Commissioners present: Robin Berg, Randy Gregorcyk, Austin Jueneman, Filip Landsberg, Joe O'Lucci, Cleverson Souza, and Allen Vonderschmidt.

Staff present: Deputy Director Magi Brewster, Principal Planner Bob Case, Planner Jesse Hunter, Administrative Specialist Victoria Johnson, and City Attorney Kathryn Dumovich.

Pledge of Allegiance

Chairperson Berg led the Pledge of Allegiance.

Consent Agenda

All matters listed within the Consent Agenda have been distributed to each member of the Planning Commission for study. These items are considered to be routine and will be enacted upon by one motion with no separate discussion. If separate discussion is desired, an item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of the Planning Commission or the applicant.

1. **Standing approval of the minutes as written for the regular meeting on September 28, 2026**
2. **Four Corners, 1st Plat – Final Plat** - generally located at 33080 W 167th St (26-312-02)
3. **Resolution adopting the 2027 Planning Commission/Board of Zoning Appeals meeting schedule**

Motion was made to approve the consent agenda.

Motion: Commissioner Jueneman
Second: Commissioner O'Lucci
Motion carried unanimously, 7-0.

Regular Agenda

1. **Amendment to the Land Development Code** related to correcting the interior side setback for the Detached House – Suburban building type **(Public Hearing required)**

Bob Case gave the staff presentation.

Chairperson Berg opened the public hearing.

No one spoke at the public hearing.

A motion was made to close the public hearing.

Motion: Commissioner O'Lucci
Second: Commissioner Vonderschmidt
Motion carried unanimously, 7-0.

DRAFT

Commissioner Gregorcyk asked how this change will impact current development. Attorney Kathryn Dumovich answered that there are variance options for developers as well as grandfathering in pre-approved development plans.

Motion:

The Planning Commission recommends approval of the proposed text amendment to Chapter 17.07.020, Table 7-2 of the Land Development Code correcting the interior side setback from 9' to 7' and forward such recommendation to the Governing Body.

Motion: Commissioner Juneman
Second: Commissioner O'Lucci
Motion carried unanimously, 7-0

Adjournment

Motion made to adjourn at 7:11 PM.

Motion: Commissioner Gregorcyk
Second: Commissioner Vonderschmidt
Motion carried unanimously, 7-0.

https://www.youtube.com/watch?v=TyV7okCj23o

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ORDINANCE NO. 2902

AN ORDINANCE AMENDING TABLE 7-2 IN SECTION 17.07.020 A. OF THE GARDNER MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS.

WHEREAS, when the Gardner Municipal Code was recently reformatted, an error was discovered related to the minimum interior side yard setback for the Detached House – Suburban building type; and

WHEREAS, City staff initiated a change to Table 7-2 in Section 17.07.020 of Title 17 entitled Land Development Code, by presenting an amendment to the Planning Commission on the 26th day of October 2026; and

WHEREAS, a public hearing on the herein change to the Land Development Code was properly noticed and held before the Planning Commission of the City of Gardner, Kansas, on the 26th day of October 2026; and

WHEREAS, said Planning Commission has recommended that the herein amendment to the Land Development Code of the City of Gardner, Kansas be approved.

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

Section 1: Title 17 of the Gardner Municipal Code of the City of Gardner Kansas, 2016, **CHAPTER 17.07.020, ZONING DISTRICTS – BUILDING TYPE AND DEVELOPMENT STANDARDS, TABLE 7-2: Residential District Building Type and Development Standards** shall be amended as follows:

The interior side minimum setback for the Detached House – Suburban building type be changed from 9 feet to 7 feet (as shown in the table below).

Table 7-2: Residential District Building Type and Development Standards

Eligible Zoning Districts							Building Types	Development Standards							
								Lot Standards			Minimum Setbacks				
A	RE	R-1	R-2	R-3	R-4	R-5		Min. Size	Min. Width	Building Coverage	Front	Interior Side	Corner Side	Rear	Building Height
•	•	•					Detached House - Estate	1 ac./5 ac.	125'/200'A	10%	35'	25'	25'	50'	40' 3 stories
		•	•	•			Detached House - Suburban	8K s.f.	70'	30%	25' - 50'	9'	20'	25'	35' 2.5 stories
			•		•	•	Detached House - Neighborhood	6K s.f.	50'	40%	10'-35'	5'	10'	25'	35' 2.5 stories
					•	•	Detached House - Compact	3.5K-6K s.f.	35'	60%	10'-35'	5'	10'	25'	30' 2 stories
			•	•	•	•	Duplex	10K s.f./5K s.f. per unit	70'/35' per unit	30%	25' - 50'	7'/0' party wall	20'	25'	35' 2.5 stories
					•	•	Duplex - Compact	6K - 10K s.f./3K s.f. per unit	50'/25' per unit	60%	10'-35'	5'/0' party wall	10'	25'	35' 2.5 stories
				•	•	•	Row House	2K - 4.5K s.f. per unit	18'-36' per unit	70%	10'-25'	5'/0' party wall	10'	20'	40' 3 stories
					•	•	Walk-Up Apartment	6K - 10K s.f.	50' - 100'	70%	10'-25'	5'/10'*	10'	20'	40' 3 stories
						•	Mid-Rise Apartment	10K - 20K s.f.	80' - 200'	70%	10'-25'	5'/10'*	10'	20'	60' 5 stories
				•			Garden Apartment	10K s.f./1.5K s.f. per unit	70'	40%	25' - 50'	7'	20'	25'	40' 3 stories
					•	•	Live/Work	See Nonresidential Building Types in Table 7-3							
•	•	•	•	•	•	•	Small Civic	See Nonresidential Building Types in Table 7-3							
					•	•	Prominent Civic	See Nonresidential Building Types in Table 7-3							
•							General Industrial	See Nonresidential Building Types in Table 7-3							

*See Building Type standards in GMC § 17.07.040 for applicable specifications.

Section 2: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

Section 3: All other provisions of Title 17, the Land Development Code, which are not specifically amended as provided herein shall continue in force and effect.

Section 4: This ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED by the City Council this 16th day of November 2026.

APPROVED by the Mayor this 16th day of November 2026.

CITY OF GARDNER, KANSAS

(SEAL)

_____
Todd Winters, Mayor

Attest:

_____
Renee Rich, City Clerk

Approved as to form:

_____
Ryan B. Denk, City Attorney

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 1

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: AMY NASTA, INTERIM CITY ADMINISTRATOR

Agenda Item: Consider approving a lease agreement for city-owned property

Strategic Priority: Economic Development

Department: Administration

Staff Recommendation:
Authorize the City Administrator to execute a commercial lease agreement with Gardner Chamber of Commerce for the city-owned property at 104 E. Main St. (Security 1st Title building) for a period of 12 months.

Background/Description of Item:
On March 18, 2024, the City approved a purchase agreement for the Security 1st Title building at 104 E. Main St. Security 1st Title LLC has leased the building from the City of Gardner since the closing on the building occurred in October 2025, while they renovated a new property within the City limits of Gardner. The original lease on the building was for a 12-month period, and then extended until December 31, 2026, under the allowed terms of said lease. Currently, the City has received no additional lease extension requests.

The Gardner Chamber of Commerce has approached the City of Gardner requesting to utilize space in the Security 1st Title building once it is vacated by the current lessee. At the November 3, 2026, regular City Council meeting, Council provided consensus for Staff to draft a lease to bring back to the Governing Body for consideration.

The recommended lease included with this item follows essentially the same terms as the previously approved lease for the building, apart from the addition of a renewal option (see Section 3. Option to Renew) and the addition of an option for the Landlord to terminate the lease with ninety (90) days' notice (See Section 16. Early Termination).

Financial Impact:
The city will receive $1,000 in monthly lease payments for 12 months.

Attachments:
- Commercial Lease Agreement

Suggested Motion:
Authorize the City Administrator to execute an agreement to lease the City-owned property at 104 E. Main St. for a period of 12 months.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT ("Lease") is made and entered into and to be effective as of the 16 day of November, 2026, between **CITY OF GARDNER, KANSAS**, a Kansas municipal corporation**,** hereinafter referred to as the ("Landlord"), and **GARDNER CHAMBER OF COMMERCE**, a 501c6 organization, hereinafter referred to as the ("Tenant"), collectively referred to herein as the ("Parties").

WITNESSETH: In consideration of One Dollar 00/100 ($1.00) and other valuable consideration paid to Landlord by the Tenant and in consideration of the covenants contained herein, the Parties hereby agree as follows:

1. **DESCRIPTION OF PROPERTY**. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, that certain property located at 104 E. Main Street, Gardner, Johnson County, Kansas 66030, and legally described as follows, hereinafter the "Property":

> Lots 120, 122, 124, 126, 128 except the East 7 feet of Lot 128, MAIN STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas
>
> **Property ID CP51000000 0120**

2. **TERM OF THE LEASE**. The term of this Lease shall be for twelve (12) months, commencing on the 1 day of January, 2027 and expiring at midnight on the 31 day of December, 2027 ("Term"). Tenant shall have the right to terminate this Lease at any time during the Term subject to Paragraph 16 of this Lease.

3. **OPTION TO RENEW**. Upon expiration of the initial Term, this Lease shall automatically renew for successive one-year periods under the same terms and conditions, subject to the termination provisions of Paragraph 16.

4. **RENT.** Tenant hereby covenants and agrees to pay the Landlord, or assigns, the sum of One Thousand Dollars and 00/100 ($1,000.00) per month for the term of Lease ("Rent"). Rent shall be paid in equal monthly payments, in advance, without demand, on the first day of each and every month of the Term. Tenant shall not be required to pay a security deposit under this Lease.

5. **IMPROVEMENTS, REPAIRS & ADDITIONS**. Tenant shall, at all times during the Term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition, ordinary wear and tear and loss through casualty excepted, the Lease Property, including, without limitation, the building, landscaping, parking areas, driveways and all other improvements located thereon. Tenant shall use all reasonable precautions to prevent waste, damage or injury thereto. Tenant shall not allow any nuisance to exist on or about the Property. Tenant shall promptly abate any nuisance that may arise at Tenant's sole cost and expense. Tenant may, at its option and at Tenant's own cost and expense, at any time and from time to time, make such alterations, changes, improvements and additions in and to the Property, including the building and other improvements thereon, as it may deem desirable with the prior approval of landlord. Landlord shall not be called upon to make any improvements or any repairs of any kind upon the Property and appurtenances.

On the last day or sooner termination of the Term of this Lease, Tenant shall quit and

surrender the Property, and the improvements then thereon, in good condition and repair, ordinary wear and tear and loss through casualty accepted. At any time during the Term of this Lease, or upon termination of this Lease, by lapse of time or otherwise, Tenant shall have the right to remove all furniture, furnishings, trade fixtures and equipment installed or placed in or on the Property by Tenant; provided, however, Tenant shall repair any damage caused to the Property by such removal at Tenant's sole cost and expense. Any security system installed in the Property shall remain the property of Landlord and shall remain with the Property.

6. **INTENTIONALLY DELETED**.

7. INDEMNITY. To the extent permitted by applicable law, Tenant shall protect, indemnify and hold Landlord and its officers, employees, agents, successors and assigns and the Property (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, demands, penalties, actions, damages, liability, cost and expense, including without limitation attorneys' fees, in connection with all losses, including losses of life, personal injury and damage to property, arising form or in any way related to (a) any occurrence in, upon or at the Property; (b) the occupancy or use by Tenant of the Property or any part thereof; (c) Tenant's failure to comply with any provision of this Lease; or (d) occasioned wholly or in part by any act or omission of Tenant, its subtenants or assigns, or their respective concessionaires, agents, contractors, suppliers, employees, servants, customers, invitees or licensees. The foregoing indemnities shall not apply to the extent caused by the gross negligence or intentional misconduct of Landlord Indemnified Parties, or breach by Landlord under this Lease. In case any of Landlord Indemnified Parties shall, without fault, be made a party to any litigation commenced by or against Tenant or the Property, or if any of Landlord Indemnified Parties determine in such party's sole and absolute discretion, that any of Landlord Indemnified Parties must intervene in such litigation to protect any such party, including, without limitation, the incurring of costs, expenses and attorneys' fees, the Tenant shall protect and hold Landlord Indemnified Parties harmless and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by such party in connection with such litigation.

8. **INSURANCE**.

I. General Liability Insurance. Tenant shall provide, at its expense, and keep in force during the Term of this Lease, general liability insurance with an insurance company or companies licensed to do business in the state in the State of Kansas, selected by Tenant, in the amount of at least One Million Dollars ($1,000,000.00) per occurrence with respect to personal injury or death and property damage. Such policy or policies shall, at no cost to Landlord, name Landlord as an additional insured party. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the Term of this Lease and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance shall be noncancellable without at least ten (10) days' written notice to Landlord.

II. Casualty Insurance. During the Term of this Lease, Tenant, at Tenant's cost and expense, shall obtain and keep in force and effect in the names of Tenant and Landlord, as their respective interests may appear, a special form property insurance policy insuring the Property and any improvements upon the Property in an amount equal to one hundred

percent (100%) of the full replacement value thereof. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Tenant or Landlord in accordance with Section 15 below.

III. Blanket Insurance Permitted. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Property and other locations of Tenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

IV. Tenant's Personal Property Insurance. Tenant shall procure and maintain such insurance as it desires on its leasehold improvements, equipment, fixtures and furnishings. All proceeds of such policies shall be payable and belong to Tenant.

V. Upon request Landlord and Tenant shall each make available to the other party copies of their respective insurance policies.

9. **TAXES**. Beginning on the Commencement Date, and during the remainder of the Term of this Lease, Tenant shall pay, as and when the same shall become due and payable, all taxes, special and general assessments (herein "Taxes"), and each and every installment thereof which shall, during the Term of this Lease be charged, levied, laid, assessed, or imposed upon or with respect to the Property together with all interest and penalties thereon. If Tenant fails to pay any such Taxes when due, Landlord may, at the sole option of Landlord, pay such Taxes for and on behalf of Tenant, and all such amounts paid by Landlord and all fees charged to Landlord in connection therewith shall be additional Rent and shall be immediately due and payable to Landlord on demand.

10. **UTILITIES.** Beginning on the Commencement Date, and during the remainder of the Term of this Lease, Tenant shall have separately metered and shall pay, as and when the same shall become due and payable, all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services, furnished to the Property or the occupants thereof during the Term of this Lease.

11. **DEFAULT AND POSSESSION**. In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Property and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Property which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Property including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although

obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available. Rent which is in default for more than two (2) business days after due date shall accrue a payment penalty of One Hundred Dollars and 00/100 ($100.00) per day until the amount is paid in full.

12. **MISCELLANEOUS TERMS:**

I. Usage By Tenant. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Property any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Property is insured, nor will the Tenant allow the Property to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building.

II. Signs. Tenant shall have the right to install, maintain and replace, in, on or over, or in front of the Property, such signs and advertising matter as Tenant may desire, and Tenant shall comply with all the applicable requirements of governmental authorities having jurisdiction thereof and shall obtain any and all necessary permits for such purposes. As used herein, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether the same is temporary or permanent.

III. Condition of Property/Inspection by Tenant. The Tenant has had the opportunity to inspect the Property and acknowledges with its signature on this lease that the Property is in good condition and complies in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Property or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Property and is leasing and will take possession of the Property with all current fixtures present in their "as is" condition as of the date hereof.

IV. Right of Entry. It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Property at any time or times for purposes of inspecting or showing the Property and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

V. Destruction of the Property. If the Property or the improvements thereon are totally or partially damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole and absolute discretion of Landlord, to repair or replace the same at the cost of Landlord as soon as reasonably practicable or terminate this Lease. In the event Landlord elects to terminate this Lease, Landlord shall provide written notice to Tenant within thirty (30) days after such time as Landlord decides not to restore the Property. Such notice shall specify a

date for the termination of this Lease and, upon the date specified, the Term shall expire as fully and completely as though such date were the date set forth above for the expiration of this Lease. Any Rent owing shall be paid up to the date of the casualty.

VI. Covenants. Tenant shall (i) maintain or cause the Property to be managed in accordance with the restrictive covenants and declarations which encumber the Property, if any; (ii) not enter into, extend, renew, or modify any agreements with respect to the operation or maintenance of any portion of the Property without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed; (iii) not further encumber the Property in any manner; (iv) perform when due all of Tenant's obligations to be performed under the restrictive covenants and declarations and all other agreements affecting the Property; and (v) notify Landlord promptly of any code violations, litigation, arbitration or administrative hearing concerning or affecting all or any part of the Property.

VII. Hazardous Materials. Tenant shall not do or permit in or about the Property anything which is illegal, hazardous, or of a dangerous nature, or which will increase the rate of, or cause cancellation of, any insurance on the Property. Tenant shall not, except in strict compliance with any and all laws, regulations, codes, ordinances, and statutes, use or dispose of any Hazardous Materials in or about the Property. As used herein, "Hazardous Materials" shall include, but not be limited to, substances defined as hazardous substances, "hazardous materials," or "toxic substance" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances controlled or defined under similar laws, statutes, or regulations, in each instance in concentrations or quantities that are actionable under applicable environmental law. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall have the right to use at and to store upon the Property de minimis quantities of non-hazardous chemical-based cleaning products and other materials used in the ordinary course of Tenant's business at the Property, so long as such materials are used, kept, and disposed of in compliance with applicable environmental laws. To the extent permitted by applicable law, Tenant shall indemnify, defend, and hold Landlord Indemnified Parties harmless from and against any and all proceedings, orders or judgments arising out of or resulting therefrom, costs, claims, damages (including, without limitation, reasonable attorneys', consultants' and expert fees, court costs and amounts paid in settlement of any claims or action), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this Section by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees, invitees or other parties. This duty of indemnification shall survive the expiration or termination of this Lease for the maximum time permitted under applicable law.

VIII. Assignment and Subletting. Tenant shall not assign, sublet or otherwise transfer any right or obligation of Tenant under this Lease or in the Property without the prior written consent of Landlord. Any purported assignment, subletting or transferring of any interest of Tenant under this Lease or in the Property without

the prior written consent of Landlord shall be void and shall, at Landlord's election, constitute a default under this Lease. In the event of any assignment or subletting approved by Landlord pursuant hereto, Landlord shall be entitled to the full amount of Rent paid by such assignee or subtenant, and Tenant shall not be entitled to any profit whatsoever as a result of such assignment or subletting. In the event of any sublease of the Property approved by Landlord, Tenant shall execute a guaranty in a form acceptable to Landlord to guarantee the full performance of each and every obligation hereunder. Landlord may assign this Lease and any and all rights and obligations of Landlord hereunder or in the Property at any time without notice or consent.

13. **HOLDOVER.** Should Tenant remain in possession of the Property after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon **thirty (30)** days notice by either party.

14. **WAIVER.** Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

15. **NOTICES.** Any notice from Landlord to Tenant, or from Tenant to Landlord, except where otherwise specifically provided, shall be deemed served effective: (i) upon delivery, if personally delivered, (ii) upon delivery to Federal Express or other similar courier service, marked for next day delivery, addressed as set forth below, (iii) upon receipt if sent by registered or certified mail, return receipt requested, addressed as set forth below, or (iv) upon being sent by facsimile transmission or other electronic means, provided an original is mailed the same day by registered or certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are:

If to Landlord:

City of Gardner, Kansas
Attn: Amy Nasta
120 E. Main Street
Gardner, Kansas 66030
Telephone: (913) 856-0941

with a copy to:

McAnany, Van Cleave & Phillips, P.A.
Attn: Ryan B. Denk, Esquire
10 E. Cambridge Circle Drive, Suite 300
Kansas City, Kansas 66103
Telephone: (913) 634-9476

If to Tenant:

Gardner Chamber of Commerce
Beth Felski, CEO
209 E. Main Street
Gardner, Kansas 66030

Phone: 913-856-6464

with a copy to:

The customary registered/certified mail receipt or Federal Express or other courier receipt shall be evidence of such notice. Either party hereto may change the name and address of the designee to whom their notice shall be sent by giving written notice of such change to the other party hereto in the manner above provided, at least **ten (10)** days prior to the effective date of such notice. Rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

16. **EARLY TERMINATION:** Tenant may terminate this Lease at any time upon thirty (30) days' prior written notice to Landlord. Landlord may terminate this Lease at any time, with or without cause, upon ninety (90) days' prior written notice to Tenant. All notices of termination shall be delivered in accordance with Paragraph 15 of this Lease.

17. **ATTORNEYS' FEES**. In the event that Landlord or Tenant shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of Tenant or Landlord, the non-prevailing party shall be responsible for all costs and expenses in connection with such suit, services or action, and shall promptly pay to the other all such costs including the reasonable value of said attorneys' fees.

18. **AMENDMENT**. Oral agreements in conflict with any of the terms of this Lease shall be without force and effect, and all amendments are to be in writing executed by the parties or their respective successors in interest.

19. **SUCCESSORS**. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

20. **ENTIRE AGREEMENT**. This Lease, together with other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement between Landlord and Tenant and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations and discussions, oral or written, between Landlord and Tenant pertaining to the subject matter hereof.

21. **GOVERNING LAW AND VENUE**. This Lease shall be governed exclusively by the terms hereof, and by the laws of the State of Kansas. Any litigation between the parties relating to this Lease shall be brought in the District Court of Johnson County, Kansas, where venue shall exclusively lie.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto set their hands and seal this _____ day of November, 2026.

City of Gardner, Kansas,
a Kansas municipal corporation

By: _____
Amy Nasta, Interim City Administrator

Gardner Chamber of Commerce

By: _____
Beth Felski, CEO

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Ryan B. Denk, City Attorney

Date: November _____, 2026

Date: November _____, 2026

Date of acceptance, the Effective Date, **is November _____, 2026.**

Exhibit "A"
Legal Description

Property ID CP51000000 0120

Lots 120, 122, 124, 126, 128 except the East 7 feet of Lot 128, MAIN STREET, CITY OF GARDNER, a subdivision in the City of Gardner, Johnson County, Kansas.

COUNCIL ACTION FORM — NEW BUSINESS ITEM NO. 2

MEETING DATE: NOVEMBER 16, 2026

STAFF CONTACT: AMY NASTA, INTERIM CITY ADMINISTRATOR

Agenda Item: Consider approving the execution and delivery of a Land Bank Agreement in connection with a development project within the City (Habitat for Humanity KC)

Strategic Priority: Economic Development, Quality of Life, Fiscal Stewardship

Department: Finance

Staff Recommendation:
Staff recommends approving the execution and delivery of a Land Bank Agreement in connection with a development project (Habitat for Humanity KC).

Background/Description of Item:
Habitat for Humanity KC, a nonprofit organization, has acquired approximately 17.3 acres near Kill Creek Road and 175th Street for a residential development. Habitat has also received a grant from Johnson County to acquire additional property and is seeking to expand the development by acquiring two adjacent parcels to the north, which together total approximately 23.88 acres.

The two parcels, CP73840000 0001 and CP73840000 0T0A, have approximately $363,600 in delinquent property taxes, special assessments, penalties, and interest.

The significant delinquencies, combined with floodplain constraints and the limited developable area of the parcels, present substantial challenges to redevelopment. Habitat has requested assistance through the Gardner Land Bank to eliminate the outstanding taxes, special assessments, penalties, and interest. Without this assistance, Habitat has indicated that it will not proceed with acquiring the additional properties and expanding its residential development project.

Financial Impact:
The approximately $363,600 in delinquent property taxes, special assessments, penalties, and interest would be eliminated from the two properties. If Habitat proceeds with the acquisition, it would be responsible for future special assessments levied against the properties. The City would also benefit from future tax revenues generated by the development of currently vacant land.

Attachments:
- Land Bank Agreement

Staff Recommendation:
Approve the execution and delivery of a Land Bank Agreement in connection with a development project within the City (Habitat for Humanity KC)

LAND BANKING AGREEMENT
AMONG
CITY OF GARDNER, KANSAS, CITY OF GARDNER, KANSAS LAND BANK
AND HABITAT FOR HUMANITY OF KANSAS CITY.

This Land Banking Agreement ("**Agreement**") is entered as of this ____ day of _____, 2026 (the "**Effective Date**") among the City of Gardner, Kansas ("**City**"), City of Gardner, Kansas Land Bank (the "**Land Bank**") and Habitat for Humanity of Kansas City, a Missouri not for profit corporation, ("**Developer**"). This Agreement outlines certain terms and conditions under which the parties will convey the real property described on Exhibit A hereto (the "**Land**") to the Land Bank and at a future date or dates, the Land Bank will reconvey the Land back to Developer, to further the economic development of the City as described herein.

RECITALS

WHEREAS, By adoption of Ordinance # 2593, the City of Gardner has established the Land Bank pursuant to KSA 12-5901 *et seq*. with authority for acquiring, maintaining and selling property to achieve, among other things, encouragement of economic development.

WHEREAS, Developer has acquired certain property with County tax i.d. #s CP73840000 0001 and CP73840000 0T0A, legally described on Exhibit A hereto, with the understanding from the City and the Land Bank, that City and Land Bank will enter into agreements such that title to the Land will transfer to the Land Bank, to the extent permitted by law, the Land will be removed from the tax rolls, taxes and special assessments then due and owing will be extinguished, special assessments on the Land will be eliminated, and the Land will be conveyed by Land Bank back to Developer.

AGREEMENT

1. As a condition precedent to the parties' rights and obligations under this Agreement, Developer must seek and obtain all necessary planning and zoning approvals from the City to enable Developer to develop the Land.

2. Developer will convey all right, title and interest that it has in the Land by a Quit Claim Deed to the Land Bank and Land Bank agrees to accept title to the Land in one or more transfers.
3. The Land Bank agrees that it will not take any of the following actions with respect to the Land: (a) consolidate, partition, subdivide, or plat any portion or all of the Land; (b) sell, mortgage or lease any interest in the Land or incur any lien or encumbrance on the Land; (c) grant options to purchase or lease the whole or any part of the Land; (d) grant easements or charges of any kind in the Land, or release, convey, or assign any right, title, or interest in or about any easement appurtenant to the Land or any part of the Land; (f) construct, reconstruct, repair or remodel improvements on the Land; or (g) transfer or assign any interest in the Land to any party other than the Developer.
4. Land Bank agrees to convey the Land back to the Developer, in one or more transfers at such times as determined by Developer in the form of Quit Claim Deed set forth in Exhibit B. In accordance with City Ordinance 2593, each such transfer shall be exempt from public bidding requirements and from any provision of law requiring public sale. At the time of each such transfer, the Land Bank shall deliver such right to title and possession of the Land as is possessed by the Land Bank to Developer free and clear of any past due lien for *ad valorem taxes* and past due special assessments to the greatest extent permitted by law.
5. The City and Land Bank will request the Johnson County, Kansas to remove from the tax rolls all taxes, assessments, charges, penalties and interest at the time of acquisition of the Land by the Land Bank and will take all further actions as necessary or desirable to carry out the intent of this Agreement.

6. Miscellaneous

A. Binding Effect. All terms, covenants, conditions and provisions herein contained, shall extend to and be binding upon the parties, their assignees, heirs, devisees, personal representative or other successors in interest, irrespective of how said interest was acquired.

B. Mutual Waiver. In no event shall either party be liable to the other for any economic damages, consequential damages, lost profits, or other special, indirect, or punitive damages arising or resulting from this Agreement.

C. Applicable Law. The applicable laws of the State of Kansas shall govern the validity, construction and effect of this Agreement. All disputes arising under or relating to this Agreement shall be filed, maintained, and resolved in accordance with the laws of the State of Kansas in Johnson County without regard to its conflict of law rules.

D. Cooperation. The City, the Land Bank and the Developer agree to cooperate in good faith in the execution and delivery of all necessary or desirable instruments, agreements, consents, and approvals as contemplated by this Agreement.

E. Notices. A notice or communication under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by hand, national courier services, or by registered or certified mail, postage prepaid, addressed as follows:

If to City:

Amy Nasta
Interim City Administrator
City Hall
120 East Main Street
Gardner, MO 66030

If to Land Bank:

Board of Trustees
City of Gardner, Kansas Land Bank
City Hall
120 East Main Street
Gardner, MO 66030

If to Developer:

Habitat for Humanity KC
[Add contact information].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

DEVELOPER:

HABITAT FOR HUMANITY KC

By: _____

Name: _____

Title: _____

LAND BANK:

CITY OF GARDNER, KANSAS LAND BANK

By: _____

Name: _____

Title: _____

CITY:

CITY OF GARDNER, KANSAS

By: _____

Name: _____

Title: Mayor

EXHIBIT A

[Legal description of the Land]