



*Small, Serene, Simply Garnett.*

## City Commission Meeting

## AGENDA

April 23, 2024, 6:00 P.M.

- 
- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
    - A. Pledge of Allegiance
    - B. Invocation, Stan Milliken, Hope Anthem Church
  - II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
  - III. **Governing Body Comments**
    - A. Commissioner Wiehl
    - B. Commissioner Locke
    - C. Mayor Cole
  - IV. **Consent Agenda**
    - A. Approval of Minutes from April 9, 2024, Regular City Commission Meeting.
    - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$272,507.73
  - V. **Regular Business**
    - A. Proclamation declaring May 2024 as Mental Health Awareness Month.
    - B. Consideration of Ordinance 4254: Cemetery Service Charges.
    - C. Consideration of Ordinance 4255: Mobile Food Vendor Fees.
    - D. Consideration of Ordinance 4256: Regulation and Control of Dogs Penalty.
    - E. Consideration of TGT Application from the Lake Garnett Grand Prix Revival.
    - F. Consideration of TGT Application from the Anderson County Flywheelers.
    - G. Consideration of the Special Event Request from The Southland Cruisers.
    - H. Consideration of the Special Event Request from Garnett Farmers Market.
    - I. Consideration of the Garnett Farmers Market Event Agreement.
    - J. Consideration of Airport Hangar #7 Agreement.
  - VI. **Discussion Items**
    - A. Utility Bill Ordinance
    - B. Power Plant Generator Upgrade Update
    - C. Budget Workshop Dates
  - VII. **Informational Items**
    - A. The Garnett Farmers' Market Season, hosted by the Garnett Area Chamber of Commerce, will be held every Thursday on Main Street May 2 – October 3.
    - B. The 51<sup>st</sup> Annual Square Fair Crafts Festival, hosted by Garnett BPW, will be held on the Courthouse Lawn on May 11.
    - C. The Celebration of Service, hosted by Garnett Tourism, will be held on May 16 on the Town Square and Courthouse Lawn.
    - D. The Avenue of Flags, hosted by Garnett Parks & Recreation, will be held May 24-27 at the Garnett Municipal Cemetery.
    - E. The Memorial Day Service, hosted by the American Legion Post 48 and VFW Post 6397, will be held on May 27 at the Garnett Municipal Cemetery.



*Small, Serene, Simply Garnett.*

**City Commission Meeting**

**AGENDA**

**April 23, 2024, 6:00 P.M.**

- VIII.     **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- IX.       **Executive Session**
- X.        **Signing of Approved City Documents**
- XI.       **Adjournment**

The Governing Body of the City of Garnett met in regular session on April 9, 2024, at 6:00 p.m. with the following individuals present; Mayor, Jody Cole; City Commissioner's, Mark Locke and Nate Wiehl; City Manager, Travis Wilson; City Clerk, Trish Brewer and City Attorney Terry Solander absent.

### **CALL TO ORDER**

Mayor Cole called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited.  
Invocation, Scott King, Church of the Nazarene

### **CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)**

There were no citizens present.

### **GOVERNING BODY COMMENTS**

- *Commissioner Wiehl*

Thank you to utility guys and the quick response during the power outage and repairs made.

- *Commissioner Locke*

Requested of citizens, that when the power goes out, please do not call 911 if your neighbors are out as well. The 911 board gets flooded and emergency calls can not get through. The Fire Department has had a busy weekend between calls in Anderson County and going to help in Pottawatomie County.

- *Mayor Cole*

Thank you to Senator Moran for the help in our Police Department receiving \$114,00 in equipment money.

### **CONSENT AGENDA**

- A. Approval of minutes from March 26, 2024, Regular City Commission Meet.
- B. Approval of Semi-Monthly Bills and Payroll in the amount of \$601,530.76

Commissioner Wiehl motioned to approve the Consent Agenda as presented.  
Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

### **REGULAR BUSINESS**

- A. **Presentation/Discussion by Julie Smith**

Julie, with the Community Foundation stated May 1<sup>st</sup> will be 501c Day in recognition of Non-Profit Organizations.

- B. **Presentation of Draft Sanitary Sewer Improvements Preliminary Engineering Report by Midwest Engineering.**

Ben Coltrane and Dan Coltrane presented current issues and options of repair.

### **DISCUSSION ITEMS**

- A. **CFAP Program Update**

City Manager stated funds for Trout will go down as well as the supply of Trout.

- B. **2024 Waste Tire Grant**

City Manager stated with grant approval the sand at the Tot Park at the North Lake will be replaced with shredded recycled tires.

- C. **Schedule Budget Workshops**

City Manager inquired of Commission dates available to begin budget workshops.

### **INFORMATIONAL ITEMS**

- A. Spring City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on Saturday, April 13.
- B. The Garnett Farmers' Market Season, hosted by the Garnett Farmers Market, will be held every Thursday on Main Street May 2 – October 3.

- C. The 51st Annual Square Fair Crafts Festival, hosted by Garnett BPW, will be held on the Courthouse Lawn on May 11.
- D. The Celebration of Service, hosted by Garnett Tourism, will be held on May 16 on the Town Square and Courthouse Lawn.
- E. The Avenue of Flags, hosted by Garnett Parks & Recreation, will be held May 24-27 at the Garnett Municipal Cemetery.
- F. The Memorial Day Service, hosted by the American Legion Post 48 and VFW Post 6397, will be held on May 27 at the Garnett Municipal Cemetery.

**CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)**

There were no citizens present.

**SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.**

City Manager thanked Troy Armstrong, Anderson County Hospital, St. Lukes, and the EMS Staff for the AED donation.

**ADJOURNMENT**

With no further business before The Governing Body, Commissioner Locke made a motion to adjourn the meeting. Commissioner Wiehl seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 7:35 p.m.

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Mayor

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City Clerk

# PROCLAMATION

**Proclamation:** Designating May as Mental Health Month in Garnett and Anderson County, Kansas

**WHEREAS,** Mental health is an essential part of our overall well-being, impacting individuals, families, and communities across Garnett, and Anderson County.

**WHEREAS,** one in five adults experience a mental health condition each year, and all of us face challenges in life that can impact our mental health;

**WHEREAS,** despite its prevalence, mental health remains shrouded in stigma, preventing many of us from seeking help;

**WHEREAS,** early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life;

**WHEREAS,** May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources;

**NOW, THEREFORE, I, Jody Cole, Mayor of the City of Garnett, do hereby proclaim May 2024 as Mental Health Month in Garnett and Anderson County Kansas.**

I encourage all residents of Garnett, and Anderson County to:

- **Educate themselves and others** about mental health conditions, treatment options, and available resources.
- **Challenge stigma** by speaking respectfully and inclusively about mental health.
- **Seek help** if they are struggling with their mental health and encourage others to do the same.
- **Support organizations** that provide mental health services and advocacy.
- **Create safe and supportive environments** for open conversations about mental health.
- Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.
- On May 16<sup>th</sup>, 2024, please join us by wearing the color Green in support of Mental Health Awareness.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of Garnett, and Anderson County Kansas to be affixed this \_\_\_\_ day of April, 2024.

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**Jody Cole**

**Mayor**

**City of Garnett**

ORDINANCE NO. 4254

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**AN ORDINANCE AMENDING CHAPTER 12, ARTICLE 3, SECTIONS 308 AND 311 OF THE MUNICIPAL CODE INCREASING CERTAIN CEMETERY SERVICE CHARGES; REPEALING EXISTING SECITON OF SAID TITLE AND CHAPTER.**

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

Section 1. Chapter 12, Article 3, Section 308 of the Municipal Code is hereby amended to read as follows:

3-308: CEMETERY LOTS, PURCHASE PRICE: The purchase price for lots and plots in the Municipal Cemetery shall be as follows:

Single Grave Prices:

|                         | <u>Garnett Resident</u> | <u>Non-Resident</u> |
|-------------------------|-------------------------|---------------------|
| 10' Grave               | \$ 85.00/grave          | \$ 95.00/grave      |
| 12' Grave               | 165.00/grave            | 175.00/grave        |
| 4' x 5' Grave(cinerary) | 85.00/grave             | 95.00/grave         |

Section 2. Chapter 12, Article 3, Section 311 of the Municipal Code (2023 Ed.) is hereby amended to read as follows:

3-311: CEMETERY SERVICE CHARGES: The charges for opening and closing graves and related cemetery services shall be as follows:

| <u>Grave Openings</u>  | <u>Garnett Resident</u> | <u>Non-Resident</u> |
|------------------------|-------------------------|---------------------|
| Standard Interment     | \$300.00                | \$325.00            |
| Baby (under 18 months) | 125.00                  | 150.00              |
| Ashes                  | 90.00                   | 100.00              |

Charges for funerals  
held on Saturday or  
funerals entering  
cemetery 3:00 p.m.  
or later:

|                        |        |        |
|------------------------|--------|--------|
| Standard interment     | 350.00 | 375.00 |
| Baby (under 18 months) | 225.00 | 250.00 |
| Ashes                  | 150.00 | 175.00 |

Ordinance

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Charges for funerals

Held on holidays or

Sundays:

|                        |        |        |
|------------------------|--------|--------|
| Standard Interment     | 450.00 | 475.00 |
| Baby (under 18 months) | 325.00 | 350.00 |
| Ashes                  | 250.00 | 275.00 |

Disinterment charge                      \$350.00 minimum

Section 3. Chapter 12, Article 3, Section 308 and Section 311 of the Municipal Code (2023 Ed.) are hereby repealed in the form as the same presently exist.

Section 4. This ordinance shall take effect and be in force from and after its passage and its publication one time in an official newspaper of the City of Garnett, Kansas.

PASSED this \_\_\_\_\_ day of April, 2024.

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Mayor

ATTEST:

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Patricia Brewer, City Clerk

ORDINANCE NO. 4255

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**AN ORDINANCE AMENDING CHAPTER 5, ARTICLE 3, SECTION 5-302 (a) (6) OF THE MUNICIPAL CODE (2023 ED.) ADJUSTING THE FEES CHARGED FOR MOBILE FOOD VENDOR'S LICENSES AND EXPANDING THE CLASS OF EVENT LICENSES; REPEALING EXISTING CHAPTER, ARTICLE AND SECTION.**

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

SECTION 1: Chapter 5, Article 3, Section 5-302 (a) (6) is hereby amended to read as follows, to-wit:

5-302: MOBILE FOOD VENDOR APPLICATION FOR LICENSE; ANNUAL FEE REQUIRED.

- (a) Application for a Mobile Food Vendor license shall be made to the City Clerk on a form supplied by the City. All statements made by the applicant on such application form shall be made under penalty of perjury. Such application form shall include (but not limited to) the following information:
- (6) A statement indicating whether or not the applicant has had a Mobile Food Vendor's license, or any similar license, revoked within the preceding two years. The fee for such license shall be \$150.00 per year. All such licenses shall be issued for the calendar year or the remainder thereof following application date, expiring on December 31<sup>st</sup> of each year. There shall be no proration of such fee nor shall such fee be refunded for any reason, including denial of an application or revocation of such license.

PROVIDED, HOWEVER, in the same manner an applicant may indicate that he or she is applying for an event license rather than for an annual license. Event licenses may be applied for and issued for a period of 72 hours or for 24 hours, which period shall be specified on the face of said license. The fee for a 72-hour event license shall be \$100.00 and for a 24-hour event license shall be \$25.00. There shall be no refund for any reason, including denial of an application or revocation of such license.

SECTION 2: Chapter 5, Article 3, Section 5-302 (a) (6) of the Municipal Code (2023 Ed.), as the same presently exists, is hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication in an official city newspaper of the City of Garnett, Kansas.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



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Mayor

ATTEST:

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City Clerk

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AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 1, SECTION 2-122 OF THE MUNICIPAL CODE (2023 ED.) RELATING TO REGULATION AND CONTROL OF DOGS AND FIXING THE PENALTY FOR VIOLATIONS THEREOF; REPEALING EXISTING CHAPTER, ARTICLE AND SECTION.

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

SECTION 1: Chapter 2, Article 1, Section 2-122 is hereby amended to read as follows, to-wit:

2-122. Penalty.

(a) In cases charging a violation of Section 2-102, any person found guilty of violating the provisions of such section, shall for a first offense, pay a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00); upon a second conviction thereof within 2 years immediately preceding shall pay a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00); and upon a third or subsequent conviction thereof within 2 years immediately preceding shall pay a fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00).

(b) Any person found guilty of violating the provisions of this Chapter for which there is no other penalty stated shall, for a first offense, pay a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment; upon a second conviction thereof within 2 years immediately preceding shall pay a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00), or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment; upon a third or subsequent conviction thereof within 2 years immediately preceding shall pay a fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

(c) In addition to the penalty set out above in subsection (b),

(i) the court may upon finding that any dog or other pet animal is likely again to be allowed to violate the provisions of this article, or other

provisions of this code, may order the defendant not to own, keep or possess any dog or other pet animal for a period of up to two (2) years; and,

(ii) the court may, if applicable, add a sum of not less than fifty dollars (\$50.00) to cover the costs of the city's handling and transportation of the animal to an animal shelter.

(d) In all cases charging a violation of Sections 2-108, 2-111, 2-113 or 2-113, inclusive, the court may impose a fine twice that set out in subsection (b) above, but not to exceed one thousand dollars (\$1,000.00) if the court also finds that the dog involved in said violation was at the time of the violation an unregistered dog.

SECTION 2: Chapter 2, Article 1, Section 2-122 of the Municipal Code (2023 Ed.), as the same presently exists, is hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication in an official newspaper of the City of Garnett, Kansas.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## AGREEMENT

THIS AGREEMENT, Made and entered into by and between the CITY OF GARNETT, KANSAS, a Municipal Corporation, by the Mayor, and attested by the City Clerk (hereinafter "City"), and the Garnett Farmers' Market (hereinafter referred to as "Sponsor").

WITNESSETH: WHEREAS, Garnett Farmers' Market will sponsor the community farmers' market season from May 2 to October 3, 2024 on Main Street.

NOW, THEREFORE, the City does hereby grant to the Sponsor the right to conduct said event and to close Main Street between 4<sup>th</sup> and 5<sup>th</sup> along the Prairie Spirit Rail Trail State Park from 3:30 p.m. to 7:30 p.m. each Thursday during said event season upon the following terms and conditions:

1. That the Sponsor shall assume all liability in connection with said event and will indemnify the City in all particulars against any liability, both as to injury or property damage; and
2. The Sponsor agrees to assume any and all responsibility to generally clean up the litter that may accumulate on the grounds; and
3. The Sponsor further agrees to restore the area to its original condition following said event; and
4. The Sponsor further agrees to have active liability insurance coverage in the amount of at least a minimum of \$500,000/\$1,000,000 naming the City as additional insured.

This Agreement shall be binding upon and shall extend to the successors and assigns of the parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF GARNETT, KANSAS

BY: \_\_\_\_\_  
Jody Cole, Mayor



Agreement  
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ATTEST:

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Patricia Brewer, City Clerk

GARNETT FARMERS' MARKET

BY: \_\_\_\_\_  
Market Manager

ATTEST:

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Co-Market Manager

## AIRPORT LEASE AGREEMENT

THIS AGREEMENT made and entered into this 7 day of April, 2024 between the CITY OF GARNETT, KANSAS, a municipal corporation, hereinafter referred to as "Lessor," and Brock Rickerson, hereinafter referred to as "Lessees."

WITNESSETH: WHEREAS, Lessor owns and operates the Garnett Municipal Airport, and Lessor is willing to lease and let to the Lessees certain real estate hereinafter more fully described and located on said airport upon the terms and conditions stated herein; and,

WHEREAS, the Premises will be used for aeronautical operations outlined herein, as dictated by the FAA, the Airport Advisory Board and the Airport Manager.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, Lessor does hereby agree to lease and let the Lessees the premises outlined as "HANGAR #7", said premises to consist of 2400 square feet (herein sometimes referred to as the "Premises").

1. In consideration of the leasing of the Premises, the Lessees hereby agrees to pay the Lessor \$ 140 annually for the first three years of this Agreement. This annual rent is based on a rental of \$0.05 per square foot. This annual rent shall be subject to increase beginning for the rent of the 4th year and every year after and such increase shall be calculated by multiplying the initial annual rent by the percentage increase of the U.S. Dept. of Commerce's Consumer Price Index (CPI). Each January 1<sup>st</sup> thereafter, the annual rental for the subsequent years of this lease shall be adjusted; provided, however, the rental shall never be less than the initial annual rental. All rentals shall be due and payable in advance of the first day of each and every year for the duration of this Agreement.
2. The term of this lease shall be a period of 20 years commencing on April 7 2024; provided, however, Lessees may terminate this lease by giving written notice to Lessor not less than one year in advance of any anniversary date of this lease; and, provided further, this lease may be extended for an additional 10 years under the same terms at the option of the Lessees or his successor in interest by notifying the Lessor of his intent to extend the lease providing the lessor does so in writing not less than 180 days before the expiration of the original 20 year lease period. The lease may be continued to be extended in 10 year increments under similar terms at the option of the Lessor and Lessee.

3. All new construction on the Premises, or modifications to any existing structure shall comply with all FAA requirements and applicable building and safety codes of the City of Garnett as described in "Exhibit B" Hangar Specifications. All construction shall be permanent and fire resistant and shall be kept compatible with the design, material and landscaping of the basic structures of the Airport. Design and specification of any paving must be approved in advance by Lessor, FAA and Airport Board. All construction work shall be prosecuted to completion with diligence and in a workman-like manner and shall be under construction within six (6) months of the date of this agreement and completed within twelve (12) months of this agreement.

The structure shall be designed to withstand at least 20 lbs. of snow load and 90 mph of wind load. All access roads must be constructed with a minimum of 4" thick A-B3 rock. A site drainage plan is recommended to be submitted with application.

4. Lessees shall make arrangement for and pay periodic charges for all utilities, telephone or other communication services.
5. Lessees shall use the Premises for storage of aircraft, dis-assembly or re-assembly of aircraft, and the storage of aircraft and aircraft parts, or any services related thereto. Such permitted uses, however, shall always be aeronautical in nature, unless Lessor shall agree, in writing, to some other, non-aeronautical use. Such aircraft and parts as are stored on the Premises shall be kept within a permanent structure on such Premises at all times except when being handled or worked on. **NO** material shall be stored outside the hangar, except as specified in "Exhibit B".
  - (a) All personal property or improvements to the Premises of any kind that may be on the Premises during the continuation of this lease shall be at the sole risk of Lessees, and the Lessor shall not be liable to the Lessees or any other person for any injury, loss or damage thereto.
  - (b) Lessees shall pay all personal property taxes which may be levied and assessed against equipment, merchandise, or other personal property belonging to or consigned to Lessees, or otherwise under Lessees's control for tax purposes and located on the Premises or other permitted portions of the Garnett Municipal Airport. Any structure not considered affixed, whether taxed as real or personal property, shall be considered as personal property and subject to the provisions of this subparagraph. Provided, however, if the Lessor shall at any time cease to use its land as an airport, then the Lessees shall be permitted to carry on any lawful activity on the Premises that is not inconsistent with the zoning and subdivision regulations of the City of Garnett.

(c) All hangars shall be maintained in good repair. Any damage caused by wind or other disaster shall be repaired to Lessor's satisfaction within thirty (30) days of the event, unless extended in writing by Lessor. Hangars that have open ends shall be kept free of weeds, brush and grass. If the hangar is not maintained this could be cause for termination of the lease agreement.

6. Lessees covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature made by or on behalf of any person or persons for any wrongful act or admission arising out of the use of the Garnett Municipal Airport on the part of the Lessees, its agents, servants and invitees and employees, and for such purpose Lessees agrees to carry liability insurance naming the Lessor as an additional insured, such insurance to have limits of not less than the following:

|              |  |
|--------------|--|
| \$500,000.00 | for personal injury for any one accident |
| \$250,000.00 | for personal injury to any one person    |
| \$250,000.00 | property damage                          |

Lessees further agrees to file a certificate of insurance with the Lessor evidencing that such insurance has been furnished and that the same will not be canceled without ten (10) days notice to Lessor.

7. Lessor reserves the right (but shall not be obligated to Lessees) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessees in this regard.
8. The Lessees agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that Lessees and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any department or agency thereof in the State of Kansas.
9. Lessor reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessees, and without interference or hindrance from Lessees.
10. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessees from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.



11. During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all the landing facilities and/or other facilities or areas of the airport. If any such agreement is executed the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Governor, shall be suspended.
12. This Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
13. Lessees may not assign or transfer this Lease, or any part or interest therein, without the prior written consent of Lessor, and any attempt at assignment, transfer or subletting shall be void and at the option of Lessor deemed sufficient grounds for the termination of this Lease. Lessor's consent shall not be unreasonably withheld.
14. In the event Lessees fails to pay the rent hereinafter within sixty (60) days after same shall become due, or in the event Lessees shall violate any of the terms or conditions of this lease, and shall fail after an additional sixty (60) days notice, in writing, from the Lessor to rectify such violation, Lessor may, at its option, declare this lease canceled, terminate it and shall be entitled to immediate possession of the Premises until the necessary rent and penalties are paid to the Lessor. Ninety days (90) after possession by the Lessor, and after written notification, if the rent and penalties are still not paid, the Premises are considered vacated and abandoned, and become property of the Lessor.
15. Lessor reserves the right to enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient.
16. Should the Premises not be utilized for the purposes contemplated under this Lease for twelve continuous months; if Lessees shall permit or suffer the leasehold interest to be taken on execution; or if Lessees shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then Lessor may immediately or at any time thereafter terminate this lease on sixty (60) days written notice to Lessees.
17. At the expiration or termination of this lease, the Lessees shall forthwith surrender possession of the Premises to Lessor. With regard to any improvements situated upon the Premises, Lessees may:

- (a) transfer title to all improvements, including any hangar facilities, to the Lessor at a price agreeable to both. If parties cannot agree on the value for such property, then each shall, within ten days of determining such inability, appoint an appraiser. The two appraisers shall then meet without unnecessary delay and determine the fair market value of such property. If the two appraisers are unable to agree, then they shall themselves appoint a third appraiser, and the three appraisers shall determine the fair market value of the property. A written appraisal report signed by any two of these appraisers shall be binding between the parties and considered final for the purpose of establishing the value of such property. After the price is established, Lessor shall proceed with all deliberate speed to arrange for any financing that may be necessary to allow it to purchase such property and shall have at least 120 days in which to make such arrangements. At closing of such sale, Lessees shall furnish evidence of payment of all taxes, including any accrued taxes which, although not assessed may under Kansas law be assessed because of the sale, and shall convey title to Lessor by good and sufficient bill of sale fully warranting title to the same be free and clear of any lien or encumbrance whatsoever; or,
  - (b) remove all such improvements and restore the Premises to the original condition prior to any lease of the Premises. Such work shall be done without any unnecessary delay.
18. Lessor's failure at any time to exercise its rights hereunder shall not be taken as any assent, express or implied, nor shall it be deemed a waiver of any succeeding breach of the terms, covenants, and conditions hereof.
19. Any notice hereunder to be given by Lessor to Lessees shall be deemed properly served if it be deposited in the United State Mail, postage prepaid, addressed to Lessees at c/o 7 Links Dr Garnett KS 66032.
- Any notice to be given hereunder by Lessees to Lessor shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid, addressed to City Clerk, 131 West Fifth Avenue, Garnett, KS, 66032.
20. Upon the termination of this Lease in any manner herein provided, Lessees shall forthwith surrender to Lessor the possession of the premises.
21. If Lessees fails to surrender to Lessor the premises, upon any termination of this Lease, all liabilities and obligations of Lessees hereunder shall continue in effect until the premises are surrendered; and no termination hereof shall of itself release Lessees from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of termination.

22. This Agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto and shall be construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

CITY OF GARNETT, KANSAS


BY: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk



\_\_\_\_\_

\_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

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AN ORDINANCE AMENDING CHAPTER 15 ARTICLE 7, SECTION 15-709 OF THE MUNICIPAL CODE (2023 ED.) ESTABLISHING A DELINQUENCY DATE FOR PAYMENT OF UTILITY CHARGES AND CHARGES; AND REPEALING EXISTING CHAPTER, ARTICLE AND SECTION..

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

SECTION 1: Chapter 15 Article 7, Section 15-709 is hereby amended to read as follows, to-wit:

15-709. Delinquency Date and Charges.

(a) Charges for all utility services, including but not limited to electric, water, gas, sanitary sewer service and solid waste removal shall be due and payable at the office of the City Clerk on the first day of the calendar month following the billing date for such utilities. If such charges are not paid in full on or before the close of business on the 15th day of that month, there shall be added a penalty of 5% of the outstanding and unpaid balance.

(b) Payments transmitted by U.S. Mail shall be considered timely made if such bear an official U.S. Postal Service post-mark no later than the 15th date of the billing month and (i) if properly addressed with adequate first-class postage affixed thereto and (ii) if actually received by the City no later than by the close of business the 18th day of said billing month.

(c) If either the 15th day or the 18th day of any such billing month shall occur on Saturday, Sunday or on any City holiday, the date for calculating timely payment or for adding such penalty shall be extended to the next regular City business day.

SECTION 2: Chapter 15, Article 7, Section 15-709 of the Municipal Code (2023 Ed.), as the same presently exists, is hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication in an official

newspaper of the City of Garnett, Kansas.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Mayor

ATTEST:

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City Clerk

| DEPARTMENT             | FUND          | VENDOR NAME                     | DESCRIPTION                | AMOUNT_  |
|------------------------|---------------|---------------------------------|----------------------------|----------|
| GOVERNMENT ADMINISTRAT | GENERAL       | BUCKLER'S SPARKLING WINDOWS     | CITY HALL WINDOWS OUTSIDE  | 120.00   |
|                        |               | SIGN BROTHERS                   | VEHICLE DECALS             | 198.00   |
|                        |               | KANSAS MUNICIPAL UTILITIES, INC | KMU QTRLY DUES             | 318.14   |
|                        |               | KMEA MID-STATES                 | E 4TH EXTENSION PROJECT    | 3,580.00 |
|                        |               | SAINT LUKES HEALTH SYSTEM       | PRE EMP NOLAN              | 65.00    |
|                        |               | UCI TESTING                     | ADMIN-NOLAN                | 85.00    |
|                        |               | WOLKEN PLBG. & ELECTRIC, INC.   | CEILING DIFFUSER'S (4)     | 479.96   |
|                        |               |                                 | TOTAL:                     | 4,846.10 |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
| COMMUNITY DEVELOPMENT  | GENERAL       | COUNTRYSIDE VET CLINIC, INC.    | #7725 TERRY SNOVER BOARD-D | 58.00    |
|                        |               |                                 | ADOPTED - DOG              | 144.00   |
|                        |               |                                 | ADOPTED/BOARD CAT          | 80.00    |
|                        |               |                                 | ADOPTED/BOARD DOG          | 80.00    |
|                        |               |                                 | ADOPTED/BOARD - CAT        | 48.00    |
|                        |               | KANSAS MUNICIPAL UTILITIES, INC | REMOVEAL EXTRA CHARGE      | 144.00-  |
|                        |               |                                 | KMU QTRLY DUES             | 171.33   |
|                        |               |                                 | TOTAL:                     | 437.33   |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
| PARKS, RECREATION & CE | GENERAL       | D & S SANITATION LLC            | SOCCER FIELD/SCOUT HOUSE   | 170.00   |
|                        |               |                                 | SOCCER SHIRT-COACH         | 8.00     |
|                        |               |                                 | NORTH LAKE TOILET (5)      | 357.50   |
|                        |               |                                 | CEDAR VALLEY TOILETS (6)   | 627.00   |
|                        |               |                                 | INSTALL DOOR/MTR STADIUM S | 6,530.80 |
|                        |               | KANSAS MUNICIPAL UTILITIES, INC | KMU QTRLY DUES             | 269.23   |
|                        |               |                                 | CABLE PRO CTRL             | 36.70    |
|                        |               |                                 | V-BELT                     | 44.05    |
|                        |               |                                 | V BELT                     | 44.05    |
|                        |               |                                 | MAR 17 @ \$15.00           | 255.00   |
|                        |               | KLEHAMMER, BRENDA JE'NELLE      | TOTAL:                     | 8,342.33 |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
| STREET & STORMWATER    | GENERAL       | CRAFCO, INC.                    | 36" BLK BASE COLLARED CONE | 3,000.00 |
|                        |               |                                 | REIMB WOOD FOLDING RULER P | 26.55    |
|                        |               |                                 | KMU QTRLY DUES             | 195.80   |
|                        |               |                                 | CASE EA LG BLUE TOWELS/A   | 128.00   |
|                        |               | WHITAKER AGGREGATES, INC.       | PATE - STREET              | 85.00    |
|                        |               |                                 | CRUSHER RUN SPLIT          | 438.22   |
|                        |               |                                 | TOTAL:                     | 3,873.57 |
|                        |               |                                 |                            |          |
| LIBRARY                | LIBRARY       | AMAZON                          | AMAZON MATERIAL/RESOURCES  | 172.61   |
|                        |               |                                 | AMAZON SUPPLIES            | 141.24   |
|                        |               |                                 | AMAZON IT SUPPLIES         | 280.78   |
|                        |               |                                 | AMAZON PROGRAMS            | 9.99     |
|                        |               |                                 | BOOKS                      | 294.92   |
|                        |               | BAKER & TAYLOR BOOKS            | BOOKS                      | 97.84    |
|                        |               |                                 | CD                         | 34.14    |
|                        |               |                                 | CD                         | 34.95    |
|                        |               |                                 | CD/BOOK                    | 177.14   |
|                        |               |                                 | DOOR SEAL-LIBRARY          | 217.35   |
|                        |               | HECK'S REPAIR & SERVICE         | MOWING -LIBRARY            | 50.00    |
|                        |               |                                 | KMU QTRLY DUES             | 48.95    |
|                        |               |                                 | SECURITY TRIP CHARGE       | 175.00   |
|                        |               |                                 | TOTAL:                     | 1,734.91 |
|                        |               | STIFTER, TYLER                  |                            |          |
|                        |               |                                 |                            |          |
|                        |               |                                 |                            |          |
| FIRE DEPARTMENT        | PUBLIC SAFETY | CINTAS FIRE PROTECTIOIN         | FIRE EXTINGUIHER INSPECTIO | 344.48   |
|                        |               | KANSAS MUNICIPAL UTILITIES, INC | KMU QTRLY DUES             | 48.95    |
|                        |               | MFA OIL CO - PETRO CARD 24      | POLICE/FIRE FUEL SPLIT     | 192.00   |

| DEPARTMENT            | FUND              | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|-----------------------|-------------------|--|----------------------------|-----------|
|                       |                   |  | TOTAL:                     | 585.43    |
| POLICE DEPARTMENT     | PUBLIC SAFETY     | ANDERSON CO SHERIFF'S DEPT.            | INMATE HOUSING             | 770.00    |
|                       |                   |  | MARCH LIVE SCAN            | 150.00    |
|                       |                   | AXON ENTERPRISE, INC.                  | LICENSE BUNDLE/CAMERA/BAY  | 6,199.84  |
|                       |                   | DIGITAL CONNECTIONS, INC.              | POLICE COPIER              | 19.43     |
|                       |                   | BAYSINGERS UNIFORM & EQUIPMENT         | UNIFORM - KING             | 223.96    |
|                       |                   | KANSASLAND TIRE INC OF HAYS, KANSAS    | DURANGO 20' (5)            | 674.00    |
|                       |                   | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 367.13    |
|                       |                   | MFA OIL CO - PETRO CARD 24             | POLICE/FIRE FUEL SPLIT     | 1,268.80  |
|                       |                   | SAINT LUKES HEALTH SYSTEM              | PRE EMP PERINA             | 115.00    |
|                       |                   | UCI TESTING                            | PERINA - POLICE            | 85.00     |
|                       |                   |  | TOTAL:                     | 9,873.16  |
| SPECIAL PARKS & REC   | SPECIAL PARKS AND | STANION WHOLESALE ELECT. CO.           | LEGION FIELD-LINE          | 535.78    |
|                       |                   |  | TOTAL:                     | 535.78    |
| ELECTRIC PRODUCTION   | ELECTRIC          | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 122.38    |
|                       |                   | KMEA EMP1 OPERATING FUND               | KMEA EMP1 OPERATING FUND   | 60,904.00 |
|                       |                   |  | TOTAL:                     | 61,026.38 |
| ELECTRIC DISTRIBUTION | ELECTRIC          | ANIXTER, INC.                          | POLE LIGHTS                | 805.00    |
|                       |                   | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 171.33    |
|                       |                   |  | TOTAL:                     | 976.33    |
| GAS                   | GAS               | DOLLAR GENERAL CORPORATION             | BINDER/CLEANING SUPPLY     | 7.37      |
|                       |                   |  | BINDER/CLEANING SUPPLY     | 6.88      |
|                       |                   | ENCORE ENERGY SERVICES, INC            | ENCORE ENERGY SERVICES, IN | 18,600.00 |
|                       |                   | SOUTHERN STAR CENTRAL GAS PIPELINE INC | SOUTHERN STAR CENTRAL GAS  | 27,874.88 |
|                       |                   | JOHN DEERE FINANCIAL DBA ORSCHELN FARM | SPARK PLUG/TURF GARD/FILTE | 69.23     |
|                       |                   |  | HYDRAULIC FILTER           | 11.24     |
|                       |                   | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 97.90     |
|                       |                   | PYRAMID FOODS dba COUNTRY MART         | WATER SPLIT                | 5.98      |
|                       |                   | WETTSTEIN AUTO & WELDING               | HEILCOIL                   | 158.07    |
|                       |                   | WHITAKER AGGREGATES, INC.              | CRUSHER RUN SPLIT          | 87.65     |
|                       |                   |  | TOTAL:                     | 46,919.20 |
| SANITATION            | SANITATION        | VICTORY FORD OF GARNETT                | SHIFT LEVER F750           | 21.30     |
|                       |                   | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 122.38    |
|                       |                   | SAINT LUKES HEALTH SYSTEM              | PRE EMP THACKER            | 180.00    |
|                       |                   | UCI TESTING                            | THACKER-REFUSE             | 85.00     |
|                       |                   |  | THACKER - REFUSE           | 30.00     |
|                       |                   |  | WELSEY-REFUSE CREDIT       | 60.00     |
|                       |                   |  | TOTAL:                     | 378.68    |
| WASTEWATER            | WASTEWATER        | JOHNSON COUNTY GOVERNMENT WASTEWATER   | CHEMICALS                  | 248.50    |
|                       |                   | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 97.90     |
|                       |                   | KS DEPT OF HEALTH & ENVIRON            | WASTWTR PERMIT ANNUAL FEE  | 60.00     |
|                       |                   | USA BLUEBOOK- HD SUPPLY                | REPLACEMENT CAP/CHEMICAL   | 90.80     |
|                       |                   |  | REPLACEMENT CAP/CHEMICAL   | 206.00    |
|                       |                   | WHITAKER AGGREGATES, INC.              | CRUSHER RUN SPLIT          | 101.38    |
|                       |                   | WOLKEN PLBG. & ELECTRIC, INC.          | A/C INSTALL RECHARGE       | 1,499.00  |
|                       |                   |  | TOTAL:                     | 2,303.58  |
| REVENUES              | WATER             | KS DEPT OF REVENUE                     | JAN-FEB-MAR 2024           | 490.55    |
|                       |                   |  | TOTAL:                     | 490.55    |

| DEPARTMENT           | FUND               | VENDOR NAME                            | DESCRIPTION                | AMOUNT_   |
|----------------------|--------------------|--|----------------------------|-----------|
| WATER                | WATER              | DOLLAR GENERAL CORPORATION             | BINDER/CLEANING SUPPLY     | 7.38      |
|                      |                    |  | BINDER/CLEANING SUPPLY     | 6.87      |
|                      |                    | HAWKINS, INC.                          | CHEMICALS                  | 6,167.11  |
|                      |                    | JOHN DEERE FINANCIAL DBA ORSCHELN FARM | SPARK PLUG/TURF GARD/FILTE | 69.24     |
|                      |                    |  | HYDRAULIC FILTER           | 11.24     |
|                      |                    | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 220.28    |
|                      |                    | KANSAS RURAL WATER ASSOCIATION         | 2024 KRWA CONERENCE-MUCKLO | 300.90    |
|                      |                    | KS DEPT OF HEALTH & ENVIRON            | PERMIT S-MC13-0026         | 60.00     |
|                      |                    | LUNDCO                                 | CASE LG A TORK TOWELS      | 69.12     |
|                      |                    | OLATHE WINWATER WORKS CO.              | WATER FITTINGS/VALVES      | 130.00    |
|                      |                    | PYRAMID FOODS dba COUNTRY MART         | WATER SPLIT                | 5.99      |
|                      |                    |  | ITEMS FOR TESTING          | 13.18     |
|                      |                    | WHITAKER AGGREGATES, INC.              | CRUSHER RUN SPLIT          | 87.65     |
|                      |                    |  | TOTAL:                     | 7,148.96  |
| ECONOMIC DEVELOPMENT | ECONOMIC DEVELOPME | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 48.95     |
|                      |                    |  | TOTAL:                     | 48.95     |
| PARKSIDE #1          | PARKSIDE #1        | GARNETT HOUSING AUTHORITY              | GHA PETTY CASH             | 2.83      |
|                      |                    | KS TURNPIKE AUTHORITY                  | GHA SPLIT CONF TRAVEL      | 2.60      |
|                      |                    | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 48.95     |
|                      |                    |  | TOTAL:                     | 54.38     |
| PARKSIDE #2          | PARKSIDE #2        | BOREN'S ROOFING INC.                   | ROOF PKSIDE #2             | 53,665.00 |
|                      |                    | GARNETT HOUSING AUTHORITY              | GHA PETTY CASH             | 6.00      |
|                      |                    | KS TURNPIKE AUTHORITY                  | GHA SPLIT CONF TRAVEL      | 2.60      |
|                      |                    | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 48.95     |
|                      |                    |  | TOTAL:                     | 53,722.55 |
| PARK PLAZA NORTH     | PARK PLAZA NORTH   | KS TURNPIKE AUTHORITY                  | GHA SPLIT CONF TRAVEL      | 2.60      |
|                      |                    | KANSAS MUNICIPAL UTILITIES, INC        | KMU QTRLY DUES             | 48.95     |
|                      |                    |  | TOTAL:                     | 51.55     |
| CAPITAL IMPROVEMENTS | CAPITAL IMPROVEMEN | OLATHE WINWATER WORKS CO.              | OLATHE WINWATER WORKS CO.  | 1,715.00  |
|                      |                    |  | TAPPING/GATE VALVE         | 2,720.00  |
|                      |                    |  | TOTAL:                     | 4,435.00  |



| DEPARTMENT              | FUND | VENDOR NAME           | DESCRIPTION | AMOUNT_    |
|-------------------------|------|-----------------------|-------------|------------|
| ===== FUND TOTALS ===== |      |                       |             |            |
|                         | 101  | GENERAL               |             | 17,499.33  |
|                         | 104  | LIBRARY               |             | 1,734.91   |
|                         | 105  | PUBLIC SAFETY         |             | 10,458.59  |
|                         | 108  | SPECIAL PARKS AND REC |             | 535.78     |
|                         | 109  | ELECTRIC              |             | 62,002.71  |
|                         | 110  | GAS                   |             | 46,919.20  |
|                         | 111  | SANITATION            |             | 378.68     |
|                         | 112  | WASTEWATER            |             | 2,303.58   |
|                         | 113  | WATER                 |             | 7,639.51   |
|                         | 114  | ECONOMIC DEVELOPMENT  |             | 48.95      |
|                         | 115  | PARKSIDE #1           |             | 54.38      |
|                         | 116  | PARKSIDE #2           |             | 53,722.55  |
|                         | 117  | PARK PLAZA NORTH      |             | 51.55      |
|                         | 118  | CAPITAL IMPROVEMENT   |             | 4,435.00   |
| -----                   |      |                       |             |            |
|                         |      | GRAND TOTAL:          |             | 207,784.72 |
| -----                   |      |                       |             |            |

| VENDOR SORT KEY                | DESCRIPTION                | FUND          | DEPARTMENT             | AMOUNT_   |
|--------------------------------|----------------------------|---------------|------------------------|-----------|
| AMAZON                         | AMAZON MATERIAL/RESOURCES  | LIBRARY       | LIBRARY                | 172.61    |
|                                | AMAZON SUPPLIES            | LIBRARY       | LIBRARY                | 141.24    |
|                                | AMAZON IT SUPPLIES         | LIBRARY       | LIBRARY                | 280.78    |
|                                | AMAZON PROGRAMS            | LIBRARY       | LIBRARY                | 9.99      |
|                                |                            |               | TOTAL:                 | 604.62    |
| ANDERSON CO SHERIFF'S DEPT.    | INMATE HOUSING             | PUBLIC SAFETY | POLICE DEPARTMENT      | 770.00    |
|                                | MARCH LIVE SCAN            | PUBLIC SAFETY | POLICE DEPARTMENT      | 150.00    |
|                                |                            |               | TOTAL:                 | 920.00    |
| ANIXTER, INC.                  | POLE LIGHTS                | ELECTRIC      | ELECTRIC DISTRIBUTION  | 805.00    |
|                                |                            |               | TOTAL:                 | 805.00    |
| AXON ENTERPRISE, INC.          | LICENSE BUNDLE/CAMERA/BAY  | PUBLIC SAFETY | POLICE DEPARTMENT      | 6,199.84  |
|                                |                            |               | TOTAL:                 | 6,199.84  |
| BAKER & TAYLOR BOOKS           | BOOKS                      | LIBRARY       | LIBRARY                | 294.92    |
|                                | BOOKS                      | LIBRARY       | LIBRARY                | 97.84     |
|                                |                            |               | TOTAL:                 | 392.76    |
| BAYSINGERS UNIFORM & EQUIPMENT | UNIFORM - KING             | PUBLIC SAFETY | POLICE DEPARTMENT      | 223.96    |
|                                |                            |               | TOTAL:                 | 223.96    |
| BLACKSTONE PUBLISHING          | CD                         | LIBRARY       | LIBRARY                | 34.14     |
|                                | CD                         | LIBRARY       | LIBRARY                | 34.95     |
|                                | CD/BOOK                    | LIBRARY       | LIBRARY                | 177.14    |
|                                |                            |               | TOTAL:                 | 246.23    |
| BOREN'S ROOFING INC.           | ROOF PKSIDE #2             | PARKSIDE #2   | PARKSIDE #2            | 53,665.00 |
|                                |                            |               | TOTAL:                 | 53,665.00 |
| BUCKLER'S SPARKLING WINDOWS    | CITY HALL WINDOWS OUTSIDE  | GENERAL       | GOVERNMENT ADMINISTRAT | 120.00    |
|                                |                            |               | TOTAL:                 | 120.00    |
| CINTAS FIRE PROTECTION         | FIRE EXTINGUIHER INSPECTIO | PUBLIC SAFETY | FIRE DEPARTMENT        | 344.48    |
|                                |                            |               | TOTAL:                 | 344.48    |
| COUNTRYSIDE VET CLINIC, INC.   | #7725 TERRY SNOVER BOARD-D | GENERAL       | COMMUNITY DEVELOPMENT  | 58.00     |
|                                | ADOPTED - DOG              | GENERAL       | COMMUNITY DEVELOPMENT  | 144.00    |
|                                | ADOPTED/BOARD CAT          | GENERAL       | COMMUNITY DEVELOPMENT  | 80.00     |
|                                | ADOPTED/BOARD DOG          | GENERAL       | COMMUNITY DEVELOPMENT  | 80.00     |
|                                | ADOPTED/BOARD - CAT        | GENERAL       | COMMUNITY DEVELOPMENT  | 48.00     |
|                                | REMOVEAL EXTRA CHARGE      | GENERAL       | COMMUNITY DEVELOPMENT  | 144.00    |
|                                |                            |               | TOTAL:                 | 266.00    |
| CRAFCO, INC.                   | 36" BLK BASE COLLERED CONE | GENERAL       | STREET & STORMWATER    | 3,000.00  |
|                                |                            |               | TOTAL:                 | 3,000.00  |
| D & S SANITATION LLC           | SOCCER FIELD/SCOUT HOUSE   | GENERAL       | PARKS, RECREATION & CE | 170.00    |
|                                |                            |               | TOTAL:                 | 170.00    |
| DIGITAL CONNECTIONS, INC.      | POLICE COPIER              | PUBLIC SAFETY | POLICE DEPARTMENT      | 19.43     |
|                                |                            |               | TOTAL:                 | 19.43     |
| DILLEY, DONNIE                 | REIMB WOOD FOLDING RULER P | GENERAL       | STREET & STORMWATER    | 26.55     |
|                                |                            |               | TOTAL:                 | 26.55     |

| VENDOR SORT KEY                      | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT_   |
|--------------------------------------|----------------------------|--------------------|------------------------|-----------|
| DOLLAR GENERAL CORPORATION           | BINDER/CLEANING SUPPLY     | GAS                | GAS                    | 7.37      |
|                                      | BINDER/CLEANING SUPPLY     | GAS                | GAS                    | 6.88      |
|                                      | BINDER/CLEANING SUPPLY     | WATER              | WATER                  | 7.38      |
|                                      | BINDER/CLEANING SUPPLY     | WATER              | WATER                  | 6.87      |
|                                      |                            |                    | TOTAL:                 | 28.50     |
| ENCORE ENERGY SERVICES, INC          | ENCORE ENERGY SERVICES, IN | GAS                | GAS                    | 18,600.00 |
|                                      |                            |                    | TOTAL:                 | 18,600.00 |
| FRONT ROW SPORTS                     | SOCCER SHIRT-COACH         | GENERAL            | PARKS, RECREATION & CE | 8.00      |
|                                      |                            |                    | TOTAL:                 | 8.00      |
| GARNETT HOUSING AUTHORITY            | GHA PETTY CASH             | PARKSIDE #1        | PARKSIDE #1            | 2.83      |
|                                      | GHA PETTY CASH             | PARKSIDE #2        | PARKSIDE #2            | 6.00      |
|                                      |                            |                    | TOTAL:                 | 8.83      |
| GERKEN RENT-ALL, INC                 | NORTH LAKE TOILET (5)      | GENERAL            | PARKS, RECREATION & CE | 357.50    |
|                                      | CEDAR VALLEY TOILETS (6)   | GENERAL            | PARKS, RECREATION & CE | 627.00    |
|                                      |                            |                    | TOTAL:                 | 984.50    |
| HAWKINS, INC.                        | CHEMICALS                  | WATER              | WATER                  | 6,167.11  |
|                                      |                            |                    | TOTAL:                 | 6,167.11  |
| CHECK'S REPAIR & SERVICE             | DOOR SEAL-LIBRARY          | LIBRARY            | LIBRARY                | 217.35    |
|                                      |                            |                    | TOTAL:                 | 217.35    |
| JOHNSON COUNTY GOVERNMENT WASTEWATER | CHEMICALS                  | WASTEWATER         | WASTEWATER             | 248.50    |
|                                      |                            |                    | TOTAL:                 | 248.50    |
| KS TURNPIKE AUTHORITY                | GHA SPLIT CONF TRAVEL      | PARKSIDE #1        | PARKSIDE #1            | 2.60      |
|                                      | GHA SPLIT CONF TRAVEL      | PARKSIDE #2        | PARKSIDE #2            | 2.60      |
|                                      | GHA SPLIT CONF TRAVEL      | PARK PLAZA NORTH   | PARK PLAZA NORTH       | 2.60      |
|                                      |                            |                    | TOTAL:                 | 7.80      |
| KANSAS MUNICIPAL UTILITIES, INC      | KMU QTRLY DUES             | GENERAL            | GOVERNMENT ADMINISTRAT | 318.14    |
|                                      | KMU QTRLY DUES             | GENERAL            | COMMUNITY DEVELOPMENT  | 171.33    |
|                                      | KMU QTRLY DUES             | GENERAL            | PARKS, RECREATION & CE | 269.23    |
|                                      | KMU QTRLY DUES             | GENERAL            | STREET & STORMWATER    | 195.80    |
|                                      | KMU QTRLY DUES             | LIBRARY            | LIBRARY                | 48.95     |
|                                      | KMU QTRLY DUES             | PUBLIC SAFETY      | FIRE DEPARTMENT        | 48.95     |
|                                      | KMU QTRLY DUES             | PUBLIC SAFETY      | POLICE DEPARTMENT      | 367.13    |
|                                      | KMU QTRLY DUES             | ELECTRIC           | ELECTRIC PRODUCTION    | 122.38    |
|                                      | KMU QTRLY DUES             | ELECTRIC           | ELECTRIC DISTRIBUTION  | 171.33    |
|                                      | KMU QTRLY DUES             | GAS                | GAS                    | 97.90     |
|                                      | KMU QTRLY DUES             | SANITATION         | SANITATION             | 122.38    |
|                                      | KMU QTRLY DUES             | WASTEWATER         | WASTEWATER             | 97.90     |
|                                      | KMU QTRLY DUES             | WATER              | WATER                  | 220.28    |
|                                      | KMU QTRLY DUES             | ECONOMIC DEVELOPME | ECONOMIC DEVELOPMENT   | 48.95     |
|                                      | KMU QTRLY DUES             | PARKSIDE #1        | PARKSIDE #1            | 48.95     |
|                                      | KMU QTRLY DUES             | PARKSIDE #2        | PARKSIDE #2            | 48.95     |
|                                      | KMU QTRLY DUES             | PARK PLAZA NORTH   | PARK PLAZA NORTH       | 48.95     |
|                                      |                            |                    | TOTAL:                 | 2,447.50  |
| KANSAS RURAL WATER ASSOCIATION       | 2024 KRWA CONERENCE-MUCKLO | WATER              | WATER                  | 300.90    |
|                                      |                            |                    | TOTAL:                 | 300.90    |

| VENDOR SORT KEY                        | DESCRIPTION                | FUND               | DEPARTMENT             | AMOUNT_    |
|--|----------------------------|--------------------|------------------------|------------|
| KANSASLAND TIRE INC OF HAYS, KANSAS    | DURANGO 20' (5)            | PUBLIC SAFETY      | POLICE DEPARTMENT      | 674.00_    |
|  |                            |                    | TOTAL:                 | 674.00_    |
| KLEHAMMER, BRENDA JE'NELLE             | MAR 17 @ \$15.00           | GENERAL            | PARKS, RECREATION & CE | 255.00_    |
|  |                            |                    | TOTAL:                 | 255.00_    |
| KMEA EMP1 OPERATING FUND               | KMEA EMP1 OPERATING FUND   | ELECTRIC           | ELECTRIC PRODUCTION    | 60,904.00_ |
|  |                            |                    | TOTAL:                 | 60,904.00_ |
| KMEA MID-STATES                        | E 4TH EXTENSION PROJECT    | GENERAL            | GOVERNMENT ADMINISTRAT | 3,580.00_  |
|  |                            |                    | TOTAL:                 | 3,580.00_  |
| KS DEPT OF HEALTH & ENVIRON            | WASTWTR PERMIT ANNUAL FEE  | WASTEWATER         | WASTEWATER             | 60.00      |
|  | PERMIT S-MC13-0026         | WATER              | WATER                  | 60.00_     |
|  |                            |                    | TOTAL:                 | 120.00_    |
| KS DEPT OF REVENUE                     | JAN-FEB-MAR 2024           | WATER              | REVENUES               | 490.55_    |
|  |                            |                    | TOTAL:                 | 490.55_    |
| LUNDCO                                 | CASE EA LG BLUE TOWELS/A   | GENERAL            | STREET & STORMWATER    | 128.00     |
|  | CASE LG A TORK TOWELS      | WATER              | WATER                  | 69.12_     |
|  |                            |                    | TOTAL:                 | 197.12_    |
| MF&A OIL CO - PETRO CARD 24            | POLICE/FIRE FUEL SPLIT     | PUBLIC SAFETY      | FIRE DEPARTMENT        | 192.00     |
|  | POLICE/FIRE FUEL SPLIT     | PUBLIC SAFETY      | POLICE DEPARTMENT      | 1,268.80_  |
|  |                            |                    | TOTAL:                 | 1,460.80_  |
| OLATHE WINWATER WORKS CO.              | WATER FITTINGS/VALVES      | WATER              | WATER                  | 130.00     |
|  | OLATHE WINWATER WORKS CO.  | CAPITAL IMPROVEMEN | CAPITAL IMPROVEMENTS   | 1,715.00   |
|  | TAPPING/GATE VALVE         | CAPITAL IMPROVEMEN | CAPITAL IMPROVEMENTS   | 2,720.00_  |
|  |                            |                    | TOTAL:                 | 4,565.00_  |
| JOHN DEERE FINANCIAL DBA ORSCHELN FARM | SPARK PLUG/TURF GARD/FILTE | GAS                | GAS                    | 69.23      |
|  | HYDRAULIC FILTER           | GAS                | GAS                    | 11.24      |
|  | SPARK PLUG/TURF GARD/FILTE | WATER              | WATER                  | 69.24      |
|  | HYDRAULIC FILTER           | WATER              | WATER                  | 11.24_     |
|  |                            |                    | TOTAL:                 | 160.95_    |
| PYRAMID FOODS dba COUNTRY MART         | WATER SPLIT                | GAS                | GAS                    | 5.98       |
|  | WATER SPLIT                | WATER              | WATER                  | 5.99       |
|  | ITEMS FOR TESTING          | WATER              | WATER                  | 13.18_     |
|  |                            |                    | TOTAL:                 | 25.15_     |
| R & R EQUIPMENT, INC.                  | CABLE PRO CTRL             | GENERAL            | PARKS, RECREATION & CE | 36.70      |
|  | V-BELT                     | GENERAL            | PARKS, RECREATION & CE | 44.05      |
|  | V BELT                     | GENERAL            | PARKS, RECREATION & CE | 44.05_     |
|  |                            |                    | TOTAL:                 | 124.80_    |
| RUESCHHOFF LOCKSMITH & SECURITY        | SECURITY TRIP CHARGE       | LIBRARY            | LIBRARY                | 175.00_    |
|  |                            |                    | TOTAL:                 | 175.00_    |
| SAINT LUKES HEALTH SYSTEM              | PRE EMP NOLAN              | GENERAL            | GOVERNMENT ADMINISTRAT | 65.00      |
|  | PRE EMP PERINA             | PUBLIC SAFETY      | POLICE DEPARTMENT      | 115.00     |
|  | PRE EMP THACKER            | SANITATION         | SANITATION             | 180.00_    |
|  |                            |                    | TOTAL:                 | 360.00_    |

| VENDOR SORT KEY                        | DESCRIPTION                | FUND              | DEPARTMENT             | AMOUNT_    |
|--|----------------------------|-------------------|------------------------|------------|
| SEK OVERHEAD DOOR                      | INSTALL DOOR/MTR STADIUM S | GENERAL           | PARKS, RECREATION & CE | 6,530.80_  |
|  |                            |                   | TOTAL:                 | 6,530.80_  |
| SIGN BROTHERS                          | VEHICLE DECALS             | GENERAL           | GOVERNMENT ADMINISTRAT | 198.00_    |
|  |                            |                   | TOTAL:                 | 198.00_    |
| SOUTHERN STAR CENTRAL GAS PIPELINE INC | SOUTHERN STAR CENTRAL GAS  | GAS               | GAS                    | 27,874.88_ |
|  |                            |                   | TOTAL:                 | 27,874.88_ |
| STANION WHOLESALE ELECT. CO.           | LEGION FIELD-LINE          | SPECIAL PARKS AND | SPECIAL PARKS & REC    | 535.78_    |
|  |                            |                   | TOTAL:                 | 535.78_    |
| STIFTER, TYLER                         | MOWING -LIBRARY            | LIBRARY           | LIBRARY                | 50.00_     |
|  |                            |                   | TOTAL:                 | 50.00_     |
| UCI TESTING                            | ADMIN-NOLAN                | GENERAL           | GOVERNMENT ADMINISTRAT | 85.00      |
|  | PATE - STREET              | GENERAL           | STREET & STORMWATER    | 85.00      |
|  | PERINA - POLICE            | PUBLIC SAFETY     | POLICE DEPARTMENT      | 85.00      |
|  | THACKER-REFUSE             | SANITATION        | SANITATION             | 85.00      |
|  | THACKER - REFUSE           | SANITATION        | SANITATION             | 30.00      |
|  | WELSEY-REFUSE CREDIT       | SANITATION        | SANITATION             | 60.00-     |
|  |                            |                   | TOTAL:                 | 310.00     |
| USA BLUEBOOK- HD SUPPLY                | REPLACEMENT CAP/CHEMICAL   | WASTEWATER        | WASTEWATER             | 90.80      |
|  | REPLACEMENT CAP/CHEMICAL   | WASTEWATER        | WASTEWATER             | 206.00_    |
|  |                            |                   | TOTAL:                 | 296.80_    |
| VICTORY FORD OF GARNETT                | SHIFT LEVER F750           | SANITATION        | SANITATION             | 21.30_     |
|  |                            |                   | TOTAL:                 | 21.30_     |
| WETTSTEIN AUTO & WELDING               | HEILCOIL                   | GAS               | GAS                    | 158.07_    |
|  |                            |                   | TOTAL:                 | 158.07_    |
| WHITAKER AGGREGATES, INC.              | CRUSHER RUN SPLIT          | GENERAL           | STREET & STORMWATER    | 438.22     |
|  | CRUSHER RUN SPLIT          | GAS               | GAS                    | 87.65      |
|  | CRUSHER RUN SPLIT          | WASTEWATER        | WASTEWATER             | 101.38     |
|  | CRUSHER RUN SPLIT          | WATER             | WATER                  | 87.65_     |
|  |                            |                   | TOTAL:                 | 714.90_    |
| WOLKEN PLBG. & ELECTRIC, INC.          | CEILING DIFFUSER'S (4)     | GENERAL           | GOVERNMENT ADMINISTRAT | 479.96     |
|  | A/C INSTALL RECHARGE       | WASTEWATER        | WASTEWATER             | 1,499.00_  |
|  |                            |                   | TOTAL:                 | 1,978.96_  |

| VENDOR SORT KEY | DESCRIPTION | FUND | DEPARTMENT | AMOUNT_ |
|-----------------|-------------|------|------------|---------|
|-----------------|-------------|------|------------|---------|

## ===== FUND TOTALS =====

|     |                       |           |
|-----|-----------------------|-----------|
| 101 | GENERAL               | 17,499.33 |
| 104 | LIBRARY               | 1,734.91  |
| 105 | PUBLIC SAFETY         | 10,458.59 |
| 108 | SPECIAL PARKS AND REC | 535.78    |
| 109 | ELECTRIC              | 62,002.71 |
| 110 | GAS                   | 46,919.20 |
| 111 | SANITATION            | 378.68    |
| 112 | WASTEWATER            | 2,303.58  |
| 113 | WATER                 | 7,639.51  |
| 114 | ECONOMIC DEVELOPMENT  | 48.95     |
| 115 | PARKSIDE #1           | 54.38     |
| 116 | PARKSIDE #2           | 53,722.55 |
| 117 | PARK PLAZA NORTH      | 51.55     |
| 118 | CAPITAL IMPROVEMENT   | 4,435.00  |

|              |  |            |
|--------------|--|------------|
| GRAND TOTAL: |  | 207,784.72 |
|--------------|--|------------|

TOTAL PAGES: 5

|          |                |
|----------|----------------|
| BILLS:   | \$207,784.72   |
| DRAFT:   | (\$ 60,904.00) |
| PAYROLL: | \$125,627.01   |
| TOTAL:   | \$272,507.73   |