



*Small, Serene, Simply Garnett.*

## City Commission Meeting **AGENDA** September 26, 2023, 6:00 P.M.

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- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
  - A. Pledge of Allegiance
  - B. Invocation, Josh Ford, Trinity Baptist
- II. **Governing Body Comments**
  - A. Commissioner Locke
  - B. Commissioner Cole
  - C. Mayor Sheahan
- III. **Consent Agenda**
  - A. Approval of Minutes from September 12, 2023, Regular City Commission Meeting
  - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$1,660.982.18
- IV. **Regular Business**
  - A. Presentation/Discussion with Burt Peterson and Consideration of Resolution 2023-8 MIH and KHITC Grant Programs.
  - B. Consideration of TGT Request from Masonfelt Comedy.
  - C. Consideration/Presentation/Discussion of Resolution 2023-9 by the Anderson County Kansas Property Rights Coalition.
  - D. Consideration of the Chamber of Commerce Agreement.
- V. **Discussion Items**
  - A. Golf Course Agreement
- VI. **Informational Items**
  - A. Garnett Farmers' Market Season, sponsored by the Garnett Area Chamber of Commerce, will be held on Main Street every Thursday from May 4 – October 5.
  - B. The 112<sup>th</sup> Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held in Kincaid on September 28-30.
  - C. Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held at North Lake Park on October 6-7.
  - D. Garnett Shop Hop, hosted by Morning Mingle, will be held on October 6-7.
  - E. The 10<sup>th</sup> Annual Lake Garnett Grand Prix Revival, hosted by the Lake Garnett Grand Prix Revival, will be held at the North Lake, Airport, and Town Square October 13-15.
  - F. Representative Sharice Davids office will hold a pop-up event on October 13, 11:30-2:00, at the Garnett Public Library.
  - G. The Zombie Walk, 5K Run Festival, hosted by Masonfelt Comedy, will be held at the North Lake Park and Town Square on October 28.
  - H. The Kansas Rails-To-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on the Prairie Spirit Rail Trail State Park on October 28.
  - I. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31.
- VII. **Citizens to be Heard (Five-Minute Time Limit Per Person. Please state your name and address.)**
- VIII. **Signing of Approved City Documents**
- IX. **Adjournment**

The Governing Body of the City of Garnett met in regular session on September 12, 2023, at 6:00 p.m. with the following individuals present; Mayor, Jason Sheahan; City Commissioner, Jody Cole, City Manager, Travis Wilson; City Clerk, Trish Brewer. City Attorney Terry Solander. Commissioner Mark Locke absent.

### **CALL TO ORDER**

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

The Pledge of Allegiance was recited.

David Shrum with the First United Methodist Church gave the invocation.

### **GOVERNING BODY COMMENTS**

- *Commissioner Locke*

absent

- *Commissioner Cole*

Welcomed Nathan Widga to the Parks Department, Congratulated Michael Bachman in getting his Operator 1 & 2 Certifications. Thanked the individual/s who cleaned up Donna Harris Park. Stated that the ACDA Board continues in the search for Economic Development Director, and she attended the KORA/KOMA webinar.

- *Mayor Sheahan*

No comment.

### **CONSENT AGENDA**

#### **A. Approval of Minutes from August 22, 2023, Regular City Commission Meeting**

#### **B. Approval of Semi-Monthly Bills and Payroll in the amount of \$241,207.03**

Commissioner Cole motioned to approve the consent agenda as presented. Seconded by Mayor Sheahan. Motion passed AYE (2) NAY (0)

### **REGULAR BUSINESS**

#### **A. Generator Discussion with KMEA Representatives.**

Gerry Bieker and Tom Saitta presented financing and a time frame on ordering new generators.

#### **B. Consideration of Appointment of Joe Owens to the KMGA Board of Directors.**

Commissioner Cole motioned to appoint Joe Owens to the KMGA Board of Directors. Seconded by Mayor Sheahan. Motion passed (2) AYE (0) NAY

#### **C. Consideration of Special Events Request from Anderson County Corn Festival.**

Mayor Sheahan motioned to approve the Special Events Request for Anderson County Corn Festival. Seconded by Commissioner Cole. Motion passed (2) AYE (0) NAY

#### **D. Consideration of Special Events Request from Lake Garnett Grand Prix Revival.**

Commissioner Cole motioned to approve the Special Events Request for Lake Garnett Grand Prix Revival. Seconded by Mayor Sheahan. Motion passed (2) AYE (0) NAY

#### **E. Consideration of Special Events Request from Anderson County Flywheelers.**

Commissioner Cole motioned to approve the Special Events Request for Anderson County Flywheelers. Seconded by Mayor Sheahan. Motion passed (2) AYE (0) NAY

#### **F. Proclamation declaring September as Suicide Prevention and Awareness Month.**

Commissioner Cole read proclamation declaring September as Suicide Prevention and Awareness Month

#### **G. Proclamation declaring September 10-16 as Direct Support Professionals Week.**

Mayor Sheahan read a proclamation declaring September 10-16 as Direct Support Professionals Week.

#### **H. Proclamation declaring September 15 as POW/MIA Recognition Day.**

Mayor Sheahan read proclamation declaring September 15<sup>th</sup> as POW/MIA Recognition Day

#### **I. Proclamation declaring September 17-23 as Constitution Week.**

Mayor Sheahan read a proclamation declaring September 17-23 as Constitution Week.

### **DISCUSSION ITEMS**

#### **A. Chamber of Commerce Agreement**

Item tabled, request to put on next agenda as a business item.

#### **B. Golf Course Agreement**

Commissioner Cole stated she would like to find a way to help with funding. Mayor Sheahan stated he would like to consider keeping the current agreement and focus on the sales tax item.

**C. City Code Binders**

City Manager, Wilson requested City Code binders be brought in for updated pages to be inserted. Stated he is suggesting workshops be set up to begin going through the City Code Binders item by item.

**INFORMATIONAL ITEMS**

- A. Garnett Farmers' Market Season, sponsored by the Garnett Chamber of Commerce, will be held on Main Street every Thursday from May 4 – October 5.
- B. The 112th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held in Kincaid on September 28-30.
- C. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 23.
- D. Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held at the North Lake Park on October 6-7.
- E. Garnett Shop Hop, hosted by Morning Mingle, will be held on October 6-7.
- F. The 10th Annual Lake Garnett Grand Prix Revival, hosted by the Lake Garnett Grand Prix Revival, will be held at the North Lake, Airport, and Town Square October 13-15.
- G. The Zombie Walk, 5K Run Festival, hosted by Masonfelt Comedy, will be held at the North Lake Park and Town Square on October 28.
- H. The Kansas Rails-To-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on the Prairie Spirit Rail Trail State Park on October 28.
- I. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31.

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

**Courtney Tucker:** Co-Host with Morning Mingle; Fall Social, September 14<sup>th</sup> from 5:30p-7:30p at Monroe 816  
**Mark Mersman;** Thanked the Commission for the Golf Course support. Inquired of Commissioner the purpose of the need to up-grade the power plant. Mayor Sheahan stated, this is keeping the City in compliance with laws. Mayor Sheahan made an additional statement, that the city is looking at other options for power supply.

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

- Documents voted on and approved during the meeting were signed by the Governing Body.

**ADJOURNMENT**

With no further business before The Governing Body, Commissioner Cole made a motion to adjourn the meeting. Mayor Sheahan seconded the motion. Motion passed (2) AYE (0) NAY

Meeting adjourned at 7:07 p.m.

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Mayor

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City Clerk

## RESOLUTION 2023-8

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS SUPPORTING THE SUBMISSION OF A MIH MODERATE INCOME HOUSING GRANT APPLICATION AND SUBMITTAL FOR THE HOUSING INVESTOR TAX CREDIT PROGRAM FROM KANSAS HOUSING RESOURCES CORPORATION FOR THE GARNETT HOUSING NEED.**

**WHEREAS**, the City of Garnett fully supports Confluence Ventures, Inc's developer led application for a Moderate-Income Housing grant for the City of Garnett, Kansas from the (KHRC) Kansas Housing Resources Corporation to build much needed housing units for our community.

**WHEREAS**, the Confluence Ventures, Inc Subdivision MIH application will consist of constructing duplex units that will be available for those who qualify as Moderate-Income households located just east of Anderson County Junior Senior High School.

**WHEREAS** the Housing Investor Tax Credit (HITC) Program authorizes Builders or Developers with projects located in counties with a population of less than 75,000 to apply; and since the Anderson County Population of 7,778 makes Confluence Ventures, Inc. eligible to apply.

**WHEREAS, Confluence** Ventures, Inc. as the developer of Garnett Housing Need will apply for this round of Kansas Housing Investor Tax Credits from the Kansas Housing Resources Corporation to build quality houses including Moderate Income units to offset the shortage of housing in Garnett which will persist unless additional financial incentives are awarded.

**NOW, THEREFOR, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS;** that the City of Garnett, the Grantee, authorizes Confluence Ventures, Inc. as a developer led project to apply and participate in the third round of MIH funding and if awarded, the City will enter into a development agreement. Confluence Ventures, Inc. will also seek (KHRC) Kansas Housing Investor Tax Credits based on the City's determination that there is a need and shortage of quality workforce housing. This Resolution shall be in full force and effect from and after its adoption and remain in place for one year.

**ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this \_\_\_\_ day of September, 2023.**

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Mayor

ATTEST:

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Patricia Brewer, City Clerk



## Kansas Property Rights Coalition - ANCO

I, Mark Powls, representing the Property Rights Coalition of Anderson County, Kansas request to be placed on the Regular City of Garnett Commission meeting Agenda scheduled for Tuesday September 26, 2023. My purpose is to read a property rights resolution proposal for consideration, discussion, and vote to approve, or disapprove, for Ordinance by the City of Garnett Commission.


This resolution simply reaffirms a constitutional requirement for any city or county commissioner serving the public pursuant to the Kansas Constitution per their oath of office. A USPS mailer of this resolution was mailed to the residents of the city of Garnett, Kansas one week prior to this commission meeting to allow the general public, and this commission, time to understand and reflect on this proposal so a vote can be taken to approve or reject this property rights resolution at the regular City Commission meeting on Tuesday September 26, 2023.

This resolution is specific to the right of every individual to own and control their own property without infringements by government entities or others and the duty of the city commission to protect that right pursuant to the Declaration 1 of the Bill of Rights in the Kansas Constitution.

The name of the group on the agenda should be:

**Kansas Property Rights Coalition - ANCO**

The Kansas Property Rights Coalition of Anderson County represents persons living in Anderson County, Kansas and the City of Garnett, Kansas on issues pertaining to the Kansas Constitution and the required duty of elected representative government to defend and protect the Right of every individual to a Life, the free exercise of Liberty, and to one's pursuit of happiness (traditionally, and historically, understood to primarily include, "the right of every individual to own his, or her, own property in its many forms without infringement).

  
Mark A. Powls  
09-20-2023

**RESOLUTION No. \_\_\_\_\_**

**TO REINFORCE THE CONSTITUTIONAL REQUIREMENT OF THIS GOVERNING BODY, ITS EMPLOYEES, AND ITS COMMITTEES, TO PROTECT THE INHERENT RIGHT OF EVERY INDIVIDUAL TO OWN AND CONTROL HIS/HER OWN REAL AND/OR PERSONAL PROPERTY WITHOUT INFRINGEMENT BY GOVERNMENT OR ANY ENTITY, ORGANIZATION, OR INDIVIDUAL, FOREIGN OR DOMESTIC.**

AT A MEETING OF THE COMMISSION FOR THE CITY OF GARNETT, KANSAS, HELD AT GARNETT CITY HALL, 131 WEST 5TH AVENUE, GARNETT, KANSAS, ON TUESDAY September 26, 2023,

RESOLUTION TO REINFORCE THE CONSTITUTIONAL REQUIREMENT OF THE ELECTED GOVERNING BODY TO PROTECT THE INHERENT RIGHT TO OWN ONE'S OWN PROPERTY WITHOUT INFRINGEMENT BY ANY ENTITY, FOREIGN OR DOMESTIC PROPOSED BY THE KANSAS PROPERTY RIGHTS COALITION-ANCO.

*"Property in a thing consists not merely in its ownership and possession, but in the unrestricted right of use, enjoyment, and disposal. Anything which destroys any of the elements of property, to that extent, destroys the property itself. The substantial value of property lies in its use. If the right of use be denied, the value of the property is annihilated and ownership is rendered a barren right."*

- From "Fifth Amendment" treatise by State Supreme Court Justice, Richard B. Sanders (12/10/97).

**WHEREAS**, The owner's exclusive authority to determine how private property is used shall not be infringed upon except if an owner's actions are a direct infringement upon the right of another to the same;

**WHEREAS**, The owner's peaceful possession, control, and enjoyment of his/her lawfully purchased, real private property shall be protected by this commission, the employees of the City of Garnett, Kansas or its planning committees and volunteers or assigned agents;

**WHEREAS**, The owner's ability to make contracts to sell, rent, or give away all, or part, of the lawfully purchased real property shall be protected by this commission, the employees of the City of Garnett, Kansas or its planning committees and volunteers or assigned agents;

**WHEREAS**, This commission, the employees of the City of Garnett, Kansas or its planning committees and volunteers or assigned agents are prohibited from exercising eminent domain for the sole purpose of acquiring lawfully purchased real private property so as to resell to a private interest or generate revenues;

**WHEREAS**, This commission, the employees of the City of Garnett, Kansas or its planning committees and volunteers or assigned agents has no authority to impose directives, ordinances, fees, or fines regarding aesthetic landscaping, color selections, tree and plant preservation, or open spaces on lawfully purchased real private property;

**WHEREAS**, This commission, the employees of the City of Garnett, Kansas or its planning committees and volunteers or assigned agents shall not implement a land use plan that requires any part of lawfully purchased real private property be set aside for public use or for a Natural Resource Protection Area directing that no construction or disturbance may occur;

**WHEREAS,** That this commission, the employees of the City of Garnett, Kansas, its planning committees and volunteers or assigned agents shall not implement or enforce a law or ordinance restricting the number of outbuildings that may be placed on lawfully purchased real private property;

**WHEREAS,** That this commission, the employees of the City of Garnett, Kansas, its planning committees and volunteers or assigned agents shall not alter or impose zoning restrictions or regulations that will devalue or limit the ability to sell lawfully purchased real private property;

**WHEREAS,** That this commission, the employees of the City of Garnett, Kansas, its planning committees and volunteers or assigned agents shall not limit profitable or productive agricultural activities by mandating, controlling, or regulating what crops and livestock are grown on lawfully purchased real private property;

**WHEREAS,** That this commission, the employees of the City of Garnett, Kansas, its planning committees, volunteers, or assigned agents for the City of Garnett, shall not trespass on private property without the consent of the property owner or is without possession of a lawful warrant from a legitimate court of law. This includes invasion of property rights and privacy by government use of unmanned drone flights, with the exception of exigent circumstances such as protection of life, limb, or the private property itself;

**WHEREAS,** That no land, owned by any individual or private entity, shall be seized by City, County, State, U.S. general government, private or public corporate entity, the United Nations or any other foreign entity for the advancement of personal interest or agenda in any form or method; or the unconstitutional use of eminent domain under the pretense of \*climate change, emergency mandates; or any local or global agendas designed to diminish or dissolve the independent sovereignty and inalienable rights of the individual as a person of the State of Kansas; and

*\*(climate change: <https://www.un.org/en/climatechange>)*

**NOW, THEREFORE, BE IT HEREBY PROCLAIMED** by the Commission of the City of Garnett, of Anderson County, Kansas, that the City of Garnett Commission adopts the constitutional requirement to protect the inherent right of every individual to own and control his/her own real and/or personal property without infringement by any government foreign or domestic, or its assigned agents or employees or by any entity or thing, whether artificial, sentient, or non-sentient.

Dated: September 26, 2023      City of Garnett, of Anderson County, Kansas, U.S.A.  
Month      Day

\_\_\_\_\_  
Jason Sheahan, Mayor

\_\_\_\_\_  
Jody Cole, Commissioner

\_\_\_\_\_  
Mark Locke, Commissioner

Attest: \_\_\_\_\_

Travis Wilson, City of Garnett Clerk



# Constitution of the State of Kansas

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ORDINANCE. §§ 1 to 8.

PREAMBLE.

BILL OF RIGHTS. §§ 1 to 20.

## Articles

1. EXECUTIVE. §§ 1 to 16.
2. LEGISLATIVE. §§ 1 to 30.
3. JUDICIAL. §§ 1 to 20.
4. ELECTIONS. §§ 1 to 5.
5. SUFFRAGE. §§ 1 to 8.
6. EDUCATION. §§ 1 to 7.
7. PUBLIC INSTITUTIONS AND WELFARE. §§ 1 to 6.
8. MILITIA. §§ 1 to 4.
9. COUNTY AND TOWNSHIP ORGANIZATION. §§ 1 to 5.
10. APPORTIONMENT OF THE LEGISLATURE. §§ 1 to 3.
11. FINANCE AND TAXATION. §§ 1 to 13.
12. CORPORATIONS. §§ 1 to 6.
13. BANKS. §§ 1 to 9.
14. CONSTITUTIONAL AMENDMENT AND REVISION. §§ 1, 2.
15. MISCELLANEOUS. §§ 1 to 16.

SCHEDULE. §§ 1 to 25.

RESOLUTIONS.

LIST OF AMENDMENTS AND PROPOSED AMENDMENTS TO THE KANSAS CONSTITUTION.

## ACCEPTANCE OF GRANT FROM CONGRESS; ORDINANCE; PREAMBLE

### ORDINANCE

WHEREAS, The government of the United States is the proprietor of a large portion of the lands included in the limits of the state of Kansas as defined by this constitution; and,

WHEREAS, The state of Kansas will possess the right to tax said lands for purposes of government, and for other purposes; now, therefore,

*Be it ordained by the people of Kansas:*

That the right of the state of Kansas to tax such lands is relinquished forever, and the state of Kansas will not interfere with the title of the United States to such lands, nor with any regulation of congress in relation thereto, nor tax nonresidents higher than residents: *Provided always*, That the following conditions be agreed to by congress:

**§ 1. School sections.** Sections numbered sixteen and thirty-six in each township in the state, including Indian reservations and trust lands, shall be granted to the state for the exclusive use of common schools; and when either of said sections, or any part thereof, has been disposed of, other lands of equal value, as nearly contiguous thereto as possible, shall be substituted therefor.

**§ 2. University lands.** That seventy-two sections of land shall be granted to the state for the erection and maintenance of a state university.

**§ 3. Lands for public buildings.** That thirty-six sections shall be granted to the state for the erection of public buildings.

**§ 4. Lands for benevolent institutions.** That seventy-two sections shall be granted to the state for the erection and maintenance of charitable and benevolent institutions.



**§ 5. Salt springs and mines.** That all salt springs, not exceeding twelve in number, with six sections of land adjacent to each, together with all mines, with the lands necessary for their full use, shall be granted to the state for works of public improvement.

**§ 6. Proceeds to schools.** That five per centum of the proceeds of the public lands in Kansas, disposed of after the admission of the state into the union, shall be paid to the state for a fund, the income of which shall be used for the support of common schools.

**§ 7. School lands.** That the five hundred thousand acres of land to which the state is entitled under the act of congress entitled "An act to appropriate the proceeds of the sales of public lands and grant preemption rights," approved September 4<sup>th</sup>, 1841, shall be granted to the state for the support of common schools.

**§ 8. Selection of lands.** That the lands hereinafter mentioned shall be selected in such manner as may be prescribed by law; such selections to be subject to the approval of the commissioner of the general land office of the United States.

#### **PREAMBLE**

We, the people of Kansas, grateful to Almighty God for our civil and religious privileges, in order to insure the full enjoyment of our rights as American citizens, do ordain and establish this constitution of the state of Kansas, with the following boundaries, to wit: Beginning at a point on the western boundary of the state of Missouri, where the thirty-seventh parallel of north latitude crosses the same; thence running west on said parallel to the twenty-fifth meridian of longitude west from Washington; thence north on said meridian to the fortieth parallel of north latitude; thence east on said parallel to the western boundary of the state of Missouri; thence south with the western boundary of said state to the place of beginning.

#### **BILL OF RIGHTS**

**§ 1. Equal rights.** All men are possessed of equal and inalienable natural rights, among which are life, liberty, and the pursuit of happiness.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 47.

**§ 2. Political power; privileges.** All political power is inherent in the people, and all free governments are founded on their authority, and are instituted for their equal protection and benefit. No special privileges or immunities shall ever be granted by the legislature, which may not be altered, revoked or repealed by the same body; and this power shall be exercised by no other tribunal or agency.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 47.

**§ 3. Right of peaceable assembly; petition.** The people have the right to assemble, in a peaceable manner, to consult for their common good, to instruct their representatives, and to petition the government, or any department thereof, for the redress of grievances.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 48.

**§ 4. Individual right to bear arms; armies.** A person has the right to keep and bear arms for the defense of self, family, home and state, for lawful hunting and recreational use, and for any other lawful purpose; but standing armies, in time of peace, are dangerous to liberty, and shall not be tolerated, and the military shall be in strict subordination to the civil power.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 48; L. 2009, ch. 152, § 1; Nov. 2, 2010.

**§ 5. Trial by jury.** The right of trial by jury shall be inviolate.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 48.

**§ 6. Slavery prohibited; servitude for conviction of crime.** There shall be no slavery in this state; and no involuntary servitude, except for the punishment of crime, whereof the party shall have been duly convicted.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 48.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49.

**§ 17. Property rights of citizens and aliens.** No distinction shall ever be made between citizens of the state of Kansas and the citizens of other states and territories of the United States in reference to the purchase, enjoyment or descent of property. The rights of aliens in reference to the purchase, enjoyment or descent of property may be regulated by law.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49; L. 1887, p. 340, S.J.R. no. 6 § 1; Nov. 6, 1888.

**§ 18. Justice without delay.** All persons, for injuries suffered in person, reputation or property, shall have remedy by due course of law, and justice administered without delay.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49.

**§ 19. Emoluments or privileges prohibited.** No hereditary emoluments, honors, or privileges shall ever be granted or conferred by the state.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49.

**§ 20. Powers retained by people.** This enumeration of rights shall not be construed to impair or deny others retained by the people; and all powers not herein delegated remain with the people.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49.

## Article 1.—EXECUTIVE

**§ 1. Executive officers; selection; terms.** The constitutional officers of the executive department shall be the governor, lieutenant governor, secretary of state, and attorney general, who shall have such qualifications as are provided by law. Such officers shall be chosen by the electors of this state at the time of voting for members of the legislature in the year 1974 and every four years thereafter, and such officers elected in 1974 and

thereafter shall have terms of four years which shall begin on the second Monday of January next after their election, and until their successors are elected and qualified. In the year 1974 and thereafter, at all elections of governor and lieutenant governor the candidates for such offices shall be nominated and elected jointly in such manner as is prescribed by law so that a single vote shall be cast for a candidate for governor and a candidate for lieutenant governor running together, and if such candidates are nominated by petition or convention each petition signature and each convention vote shall be made for a candidate for governor and a candidate for lieutenant governor running together. No person may be elected to more than two successive terms as governor nor to more than two successive terms as lieutenant governor.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49; L. 1972, ch. 390, § 1; Nov. 7, 1972.

### § 2.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 49; eliminated by revision, L. 1972, ch. 390; Nov. 7, 1972.

**§ 3. Executive power of governor.** The supreme executive power of this state shall be vested in a governor, who shall be responsible for the enforcement of the laws of this state.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 50; L. 1972, ch. 390, § 1; Nov. 7, 1972.

**§ 4. Reports to governor.** The governor may require information in writing from the officers of the executive department, upon any subject relating to their respective duties. The officers of the executive department, and of all public state institutions, shall, at least ten days preceding each regular session of the legislature, severally report to the governor, who shall transmit such reports to the legislature.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 50; L. 1972, ch. 390, § 1; Nov. 7, 1972.

**§ 5. Governor's duties for legislature; messages; special sessions; adjournment.** The governor may, on extraordinary occasions, call the



right of way shall be appropriated to the use of any corporation, until full compensation therefor be first made in money, or secured by a deposit of money, to the owner, irrespective of any benefit from any improvement proposed by such corporation.

**History:** Adopted by convention, July 29, 1859; ratified by electors, Oct. 4, 1859; L. 1861, p. 63; Jan. 29, 1861.

**§ 5. Cities' powers of home rule.** (a) The legislature shall provide by general law, applicable to all cities, for the incorporation of cities and the methods by which city boundaries may be altered, cities may be merged or consolidated and cities may be dissolved: Provided, That existing laws on such subjects not applicable to all cities on the effective date of this amendment shall remain in effect until superseded by general law and such existing laws shall not be subject to charter ordinance.

(b) Cities are hereby empowered to determine their local affairs and government including the levying of taxes, excises, fees, charges and other exactions except when and as the levying of any tax, excise, fee, charge or other exaction is limited or prohibited by enactment of the legislature applicable uniformly to all cities of the same class: Provided, That the legislature may establish not to exceed four classes of cities for the purpose of imposing all such limitations or prohibitions. Cities shall exercise such determination by ordinance passed by the governing body with referendums only in such cases as prescribed by the legislature, subject only to enactments of the legislature of statewide concern applicable uniformly to all cities, to other enactments of the legislature applicable uniformly to all cities, to enactments of the legislature applicable uniformly to all cities of the same class limiting or prohibiting the levying of any tax, excise, fee, charge or other exaction and to enactments of the legislature prescribing limits of indebtedness. All enactments relating to cities now in effect or hereafter enacted and as later amended and until repealed shall govern cities except as cities shall exempt themselves by charter ordinances as herein provided for in subsection (c).

(c) (1) Any city may by charter ordinance elect in the manner prescribed in this section that

the whole or any part of any enactment of the legislature applying to such city, other than enactments of statewide concern applicable uniformly to all cities, other enactments applicable uniformly to all cities, and enactments prescribing limits of indebtedness, shall not apply to such city.

(2) A charter ordinance is an ordinance which exempts a city from the whole or any part of any enactment of the legislature as referred to in this section and which may provide substitute and additional provisions on the same subject. Such charter ordinance shall be so titled, shall designate specifically the enactment of the legislature or part thereof made inapplicable to such city by the adoption of such ordinance and contain the substitute and additional provisions, if any, and shall require a two-thirds vote of the members-elect of the governing body of such city. Every charter ordinance shall be published once each week for two consecutive weeks in the official city newspaper or, if there is none, in a newspaper of general circulation in the city.

(3) No charter ordinance shall take effect until sixty days after its final publication. If within sixty days of its final publication a petition signed by a number of electors of the city equal to not less than ten percent of the number of electors who voted at the last preceding regular city election shall be filed in the office of the clerk of such city demanding that such ordinance be submitted to a vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon. An election, if called, shall be called within thirty days and held within ninety days after the filing of the petition. The governing body shall pass an ordinance calling the election and fixing the date, which ordinance shall be published once each week for three consecutive weeks in the official city newspaper or, if there be none, in a newspaper of general circulation in the city, and the election shall be conducted as elections for officers and by the officers handling such elections. The proposition shall be: "Shall charter ordinance No. \_\_\_\_\_, entitled (title of ordinance) take effect?" The governing body may submit any charter ordinance to a referendum without petition by the same publication of the charter ordinance and the same publication of the ordinance calling the election as for ordinances upon petition and

## AGREEMENT FOR SHARED EMPLOYEE SERVICES

This Agreement between the City of Garnett, Kansas, hereinafter referred to as the "City," and the Garnett Area Chamber of Commerce, Inc., a not-for-profit organization, hereinafter referred to as the "Chamber" is effective January 1, 2020.

**WHEREAS**, the City and the Chamber desire to extend the original Agreement for Shared Employee Services, dated February 10, 2015; and,

**WHEREAS**, the City and the Chamber have historically cooperated to help local businesses and encourage new businesses to locate in Garnett; and,

**WHEREAS**, the City and the Chamber work together to promote tourism by using the volunteer efforts of the Chamber Board, Chamber members, Chamber Director and city staff; and,

**WHEREAS**, the partnership between the City and the Chamber through the Agreement for Shared Employee Services has been beneficial to both parties; and,

**WHEREAS**, The Governing Body of the City desires necessary additional services from said Chamber Director to assist city staff at the direction of the City Manager or his or her designee; and,

**WHEREAS**, the Chamber, through its board members, volunteers and Administrative Assistant/Director are qualified and capable of providing additional services to the City and have indicated their willingness to do so.

**WHEREAS**, The City and Chamber recognizes the advisability of securing a competent individual who can provide professional services to both organizations.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreement set forth, the parties agree that the employee will serve a dual role by working for the Garnett Area Chamber of Commerce and the City of Garnett under the following conditions (see page 2):

Agreement for Shared Employee Services  
Page 2

**1. Chamber responsibilities and description of services:**

- a. As of the effective date of this Agreement, the City will continue to allow the Chamber to locate their Director's Office at the City Hall to perform and complete the services related to attracting business to Garnett, promoting and assisting in the growth and expansion of existing businesses and developing ongoing and substantial contacts with said businesses.
- b. The Chamber Board will continue their monthly responsibilities to oversee the job responsibilities of the Administrative Assistant/Director as they relate to Chamber of Commerce business.
- c. The Chamber Board will have their own set of financial records with all memberships and event revenues kept in their checking account. All Chamber related expenses will be paid by the Chamber Board.
- d. The Chamber telephone number will ring into the office designated for the Chamber Director.
- e. All expenses relating to Chamber activities, including but not limited to the development of Chamber of Commerce brochures, website and internet design costs, will be paid by the Chamber.
- f. Provide office furniture, computer equipment, file cabinets, copy machine, and portable displays for Chamber office use.
- g. Will maintain Chamber logo and office hours on front window of City Hall.

**2. City responsibilities and description of services:**

- a. Adequate office space will be provided.
- b. Adequate training, including workshops, for city job requirements will be provided including a structured workload and daily supervision.
- c. The employee will agree to be governed by the City of Garnett's personnel policies.
- d. The City shall pay for the development and production costs, including but not limited to, city marketing brochures and materials, city website and internet design costs.

Agreement for Shared Employee Services  
Page 3

### **3. Compensation**

3.1 Salary: The salary for the employee will be set annually at a rate agreeable to both the City and Chamber. This employee will be included on the city's payroll roster with the Chamber reimbursing the City one-half of the salary expense, one-half of the employer's share of FICA and KPERS. Said salary shall be paid semi-monthly at the regular time of payment to all city employees. The Chamber reimbursement shall be made after each payroll period.

3.2 Health & Life Insurance: The City's health and life insurance benefit will be provided to said employee with the Chamber reimbursing the City one-half of this expense.

3.3 Vacation, Sick Leave, and Holidays: Refer to related section(s) of City Personnel Manual.

4. Compensating Time: The City and Chamber recognizes that the employee may be required to work more than the normal 40 hours per week because of various Chamber and tourism activities. Any hours over the normal 40 hours per week will be taken as compensatory time as approved by the City and Chamber. Employee will complete the standard timecard documenting hours worked for the Chamber and hours worked for the City.

5. Evaluations: Annual evaluations will be performed by the City and Chamber.

6. COLA & Merit Increases: Employee will be considered for cost of living raises and merit increases in conjunction with other City employees.

### **4. Reporting to the City**

The Chamber President shall review and monitor the progress made by the Chamber and their Administrative Assistant/Director on all aspects of the services to be provided, including specific contacts made with prospects, as well as existing businesses and shall report the same each month to the City Manager, or his or her designee, who will provide any or all of said report to the City Commission.

### **5. Term and Termination**

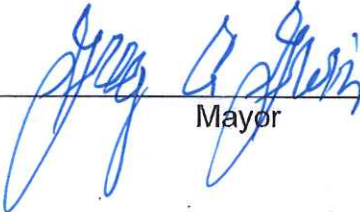
The agreement shall continue in force until terminated. Either party may terminate the agreement upon giving not less than 90 days written notice to the other.




Agreement for Shared Employee Services  
Page 4

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day  
of December, 2019.

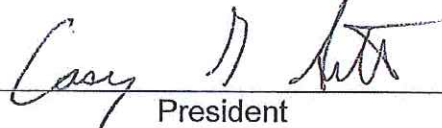
CITY OF GARNETT, KANSAS:

  
\_\_\_\_\_  
Mayor


Attest:

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

GARNETT AREA CHAMBER OF COMMERCE:

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

## **GRANT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF GARNETT, KANSAS, a municipal corporation, hereinafter referred to as the "CITY"; and the GARNETT AREA CHAMBER OF COMMERCE, a not-for-profit organization hereinafter referred to as "GACC".

**WHEREAS**, the City and the Chamber have historically cooperated to help local businesses and encourage new businesses to locate in Garnett;

**WHEREAS**, The City and the Chamber have historically worked together to sponsor tourism events by using the volunteer efforts of the Chamber Board, Chamber members, Chamber Administrative Assistant, and city staff; and,

**WHEREAS**, it has been determined that GACC needs additional support from the City to move forward from a part time Director to a full time Director to effectively run day-to-day operations; and

**WHEREAS**, The City and GACC recognize the advisability of securing a competent individual who is capable of providing professional services to and for GACC.

FOR AND IN CONSIDERATION OF THE SAID GRANT, City agrees to pay to GACC the sum of \$15,600.00 for calendar year 2024 to defray the operational costs and expenses of the full-time Executive Director. Beginning in 2025, grant payments will be as follows:

1. \$11,700.00 paid for calendar year 2025.
2. \$7,800.00 paid for calendar year 2026.
3. \$3,900.00 paid for calendar year 2027.

The payments shall be paid on each anniversary date of this agreement. The office will be kept and maintained in good condition, including but not limited to, proper cleanliness, trash disposal, and organization. GACC will be responsible for the cost and management of any and all fringe benefits offered to the Director, as well as processing payroll for the position. Beginning calendar year 2028, GACC will no longer receive the grant from the City.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and agreement set forth, the parties agree that the full time Garnett Area Chamber of Commerce Executive Director will operate inside City Hall independently from the City, under the direction of the Garnett Area Chamber of Commerce Board, with the following conditions:

1. **GACC responsibilities and description of services:**
  - a. As of the effective date of this Agreement, the City agrees to allow the Chamber of Commerce to locate their Executive Director's Office at the City Hall to perform and complete the services related to attracting business to Garnett, promoting and assisting in the growth and expansion of existing businesses and developing ongoing and substantial contacts with said businesses.

- b. The Chamber of Commerce Board will continue their monthly responsibilities to oversee the job responsibilities of the Executive Director as they relate to the Chamber, including business contacts and community events.
- c. The Chamber of Commerce Board will have their own set of financial records with all memberships and event revenues kept in their checking account. All Chamber-related expenses will be paid by the Chamber of Commerce Board.
- d. The Chamber of Commerce telephone number will ring into the office designated for the Chamber of Commerce Executive Director.
- e. All expenses relating to Chamber activities, including but not limited to the development of Chamber of Commerce brochures, website and internet design costs, will be paid by the Chamber.
- f. Provide office furniture, computer equipment, file cabinets, copy machine, and portable displays.
- g. Will pay for GACC logo and office hours on front window of City Hall.

**2. City responsibilities and description of services:**

- a. Adequate office space will be provided.
- b. As defined earlier in this agreement, a sum paid per annum to defray the operational costs and expenses of the Executive Director.

**3. Compensation**

- a. GACC is responsible for the Executive Director's salary and payroll processing.
- b. GACC is responsible for any and all health and life insurance benefits that will be provided to the Executive Director.
- c. GACC is responsible for any and all leave, including but not limited to vacation, sick leave, and holidays.
- d. GACC is responsible for any and all time worked over the normal 40-hour work week, including but not limited to overtime and compensatory time.
- e. GACC is responsible for any and all evaluations performed on the Executive Director.

**4. Term and Termination**

The term of this agreement shall run through 2027. Upon completion of this agreement, GACC will no longer be subsidized and will run independently on their own funding.

The agreement may be terminated by the City or GACC by giving ninety (90) days advance written notice if the following occurs:

1. Either party refuses, fails or is unable to render their responsibilities and/or services as spelled out in this agreement.
2. Either party has breached any of its other obligations under this Agreement.
3. Either party has engaged in conduct that is detrimental to the other.
4. The Chamber ceases operation prior to 2027.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GARNETT, KANSAS

By: \_\_\_\_\_  
Mayor

ATTEST:

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

GARNETT AREA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**AGREEMENT  
CITY OF GARNETT, KANSAS & GARNETT COUNTRY CLUB**

**THIS AGREEMENT** made and entered into by and between the CITY OF GARNETT, KANSAS, A Municipal Corporation (hereinafter "City") and the GARNETT COUNTRY CLUB (hereinafter "GCC").

**WHEREAS**, The City of Garnett owns and operates an extensive park system, including a park commonly known as the "North Lake Park", which is located in Section Nineteen (19), Township Twenty (20), Range Twenty (20), Anderson County, Kansas; and

**WHEREAS**, there is located in the said North Lake Park a nine-hole golf course; and

**WHEREAS**, GCC has built on to an otherwise improved clubhouse building to the use and benefit of the entire municipal park system; and

**WHEREAS**, the CITY does hereby lease and let to GCC the aforementioned golf course for a term of ten (10) years, beginning on January 1<sup>st</sup>, 2021 and ending on December 31<sup>st</sup>, 2031.

FOR AND IN CONSIDERATION OF THE SAID LEASE, GCC agrees to maintain all greens, fairways, and rough areas, and to continue to improve the said nine-hole golf course; provided, however, that the CITY shall pay to GCC the sum of \$30,000.00 per annum to defray the costs and expenses incurred for said maintenance. The Golf Course Superintendent will be a special class of employee of the City, listed on the City's payroll as such and entitled to all employee benefits as any other City employee. However, except as specifically required in this contract, the Superintendent shall be under the supervision, control and direction of the Garnett Country Club. The City

shall invoice GCC each month for full reimbursement of all costs of salary and benefits; GCC will pay each invoice within 30 days of the date of issuance.

The golf course will be kept and maintained in good condition, including but not limited to, proper mowing of rough areas. The obligation to maintain the fairways is suspended during any period of declared water emergency in the City of Garnett which results in restrictions on the use of water in accordance with the City's water emergency usage restrictions. The GCC superintendent is expected to attend weekly department head meetings and complete other potential responsibilities as determined by the City Manager and GCC Board of Directors.

GCC shall not use the said course for any activity inconsistent with the operation of a golf course. Use of the course by public schools for cross country sports or golf competition, or in connection with any such activity as a part of the school's physical education program, is specifically permitted. Any other inconsistent activity shall be allowed on a case by case basis and only upon the express written authority given to GCC by the City.

This lease shall be subject to the controlled usage of the course area for such other public uses that are not inconsistent with the use of said area as a golf course and any other use to which the area may be subjected shall be under the joint control of the CITY and GCC . Authority to utilize the course area for other public activities not inconsistent with its use as a golf course is specifically reserved to the CITY. The control of all roads and travel ways within the golf course area is specifically reserved to the CITY.

It is further agreed that GCC shall, at all times, hold open membership or to allow public usage of the golf course under its supervision, provided that GCC shall have the right to make a reasonable charge for usage of such course on



a green fees basis or an annual membership basis. The CITY may, during the term of this lease, make additional payments to GCC for maintenance of the golf course. Any payment made under the terms of this paragraph shall be solely with the discretion of the CITY and any such payment.

GCC shall cooperate in every manner with the CITY to keep, maintain, and use the golf course in a manner consistent with the best interests of the community at large. As a part of the consideration for this Contract and without any further obligation on the part of the CITY to make the payment to the Club, GCC shall indemnify the CITY by reason of the use by GCC of the said golf course.

It is further agreed that this lease shall be for a primary term of ten (10) years, but may be canceled by either party upon at least one (1) year written notice delivered to the other. Any such written notice shall provide for termination on the anniversary date hereof, namely January 1<sup>st</sup>. At the expiration of the primary term hereof unless canceled, this lease shall continue on a year to year base indefinitely.

In the event of termination or expiration, GCC shall restore the CITY to full and complete possession of the premises and any and all improvements thereupon situated, including improvements which may from time to time during the period of the lease or any prior lease have been added. The CITY shall have no further obligation to compensate GCC in any manner whatsoever for any such improvements, and such improvements to the course or any building or fixture thereupon situated are acknowledged to be exclusively the property of the CITY.

This lease is intended to supersede the present lease between the City and GCC.

IN WITNESS WHEREOF, the said parties have hereunto set their hands  
this **Fourteenth (28<sup>th</sup>)** day of July, 2020.

THE CITY OF GARNETT, KANSAS

Brigitte Brecheisen Huss  
Brigitte Brecheisen-Huss, Mayor

ATTEST:

Travis Wilson  
Travis Wilson, City Clerk



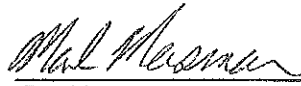
GARNETT COUNTRY CLUB

\_\_\_\_\_  
President

ATTEST:

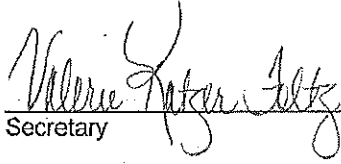
\_\_\_\_\_  
Secretary

GARNETT COUNTRY CLUB



President

ATTEST:



Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
GOVERNMENT ADMINISTRAT	GENERAL	CITY OF OLATHE	ABC TRAINING - TRISH	25.00
		LEAGUE OF KANSAS MUNICIPALITIES	STO/UPOC (12 EACH)	221.34
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	43.31
		RYAN WALTER DBA	JULY PEST CONTROL	8.75
			AUGUST PEST CONTROL	8.75_
			TOTAL:	307.15
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	CAT EUTHANASIA/DISPOSAL	116.00
			DOG BOARD	15.00
			DOG AFTER HRS ER/BOARD	125.00
		INTERNATIONAL CODE COUNCIL INC	ICC MEMBERSHIP - ERIC MILL	383.00
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	43.31
		RYAN WALTER DBA	JULY PEST CONTROL	5.00
			JULY PEST CONTROL	15.00
			AUGUST PEST CONTROL	5.00
			AUGUST PEST CONTROL	15.00
		SCHMOE, DARIN	REIMB FOR WORMS/BAIT FOR P	8.14_
			TOTAL:	730.45
PARKS, RECREATION & CE	GENERAL	D & S SANITATION LLC	SOCCER/CAMPGROUND TOILETS	170.00
			SOCCER/CAMPGROUND TOILET	170.00
		DOLLAR GENERAL CORPORATION	CLOROX/PAPER TOWELS	17.45
		FRONT ROW SPORTS	SOCCEER SUPPLY	1,076.50
		HAMPEL OIL DISTRIBUTORS, INC.	PARK/GHA FUEL SPLIT	371.64
			PARK/GHA FUEL SPLIT	123.88
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
			ICE/WATER/MISC SPLIT	42.78
			ICE/WATER/MISC SPLIT	152.93
		R & R EQUIPMENT, INC.	GV-IDLER FLAT	36.70
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			JULY PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00_
			TOTAL:	2,443.88
STREET & STORMWATER	GENERAL	HAMPEL OIL DISTRIBUTORS, INC.	WINDSHIELD WASHER FLUID 55	115.68
			ANTIFREEZE SPLIT	83.46
		SNAP-ON CREDIT LLC	SEPT MONTHLY FEE	46.75
		UNITED RENTALS	ROLLER	2,178.00
		KILLOUGH CONSTRUCTION INC.	6.8 TON COLD MIX 9.2023	785.45
			COLD MIX 8.14.23/8.17.23	1,752.60
			COLD MIX 8.31.23	824.55
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	9.96
			ICE/WATER/MISC SPLIT	42.00
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
			AUGUST PEST CONTROL	15.00_
			TOTAL:	5,868.45
MUNICIPAL AIRPORT	AIRPORT	NATIONAL SIGN COMPANY	AIRPORT SIGNS	294.00_
			TOTAL:	294.00
LIBRARY	LIBRARY	AMAZON	LIBRARY SPLIT	221.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			LIBRARY SPLIT	177.44
			LIBRARY SPLIT	27.84
			LIBRARY SPLIT	15.39
		GARNETT PUBLISHING, INC.	HELP AD/PT CATALOGER AD	157.60
		STIFTER, TYLER	MOWING 8.4 8.11 8.18	150.00
		RUESCHHOFF LOCKSMITH & SECURITY	ALARM MONITORING/BACK UP	121.35
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00_
			TOTAL:	930.99
FIRE DEPARTMENT	PUBLIC SAFETY	MFA OIL CO - PETRO CARD 24	FIRE FUEL	94.90
		RYAN WALTER DBA	JULY PEST CONTROL	30.00
			AUGUST PEST CONTROL	30.00_
			TOTAL:	154.90
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIER	14.15
		GALLS LLC	RECOVERY POUCH	34.68
			RECOVERY POUCH (1)	17.35
		VICTORY FORD OF GARNETT	2018 F150 -PD	476.62
		MFA OIL CO - PETRO CARD 24	PD FUEL	1,812.11
		RICHMOND BODY WORKS LLC	2018 F150 WHEEL ALIGNMENT	89.00
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
			AUGUST PEST CONTROL	15.00
		ULTIMATE TRAINING MUNITIONS	5.56MM LBBR/AR-15 W/MAG	1,646.94_
			TOTAL:	4,120.85
ELECTRIC PRODUCTION	ELECTRIC	BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	603.76
		CINTAS CORPORATION # 430	UNIFORM/JANITORIAL	71.06
			UNIFORM/JANITORIAL	83.05
		RYAN WALTER DBA	JULY PEST CONTROL	15.00
			AUGUST PEST CONTROL	15.00_
			TOTAL:	787.87
ELECTRIC DISTRIBUTION	ELECTRIC	BORDER STATES INDUSTRIES, INC	SURGE SUPPRESSOR (3)	457.97
		CINTAS CORPORATION # 430	UNIFORM/JANITORIAL	45.04
			UNIFORM/JANITORIAL	8.78
			UNIFORM/JANITORIAL	56.22
			UNIFORM/JANITORIAL	8.78
			UNIFORM/JANITORIAL	51.45
			UNIFORM/JANITORIAL	10.16
			UNIFORMS/JANITORIAL	64.35
			UNIFORMS/JANITORIAL	10.16
		GADES SALES CO., INC.	75 AMP CONTACTOR	117.79
		HAMPEL OIL DISTRIBUTORS, INC.	ANTIFREEZE SPLIT	83.46
			MOBIL DELV 15W-40	552.48
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			AUGUST PEST CONTROL	7.50_
			TOTAL:	1,523.64
GAS	GAS	DC & B SUPPLY INC	FITTINGS	1,604.53
		HAMPEL OIL DISTRIBUTORS, INC.	ANTIFREEZE SPLIT	83.45
		PRAIRIELAND PARTNERS, LLC	BATTERY FOR MOWER	41.94
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			AUGUST PEST CONTROL	7.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,786.92
SANITATION	SANITATION	BRUMMEL FARM SERVICE	ACETYLENE	80.00
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELV 15W-40	552.47
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			AUGUST PEST CONTROL	7.50
			TOTAL:	689.47
WASTEWATER	WASTEWATER	D & S SANITATION LLC	GOLF COURSE PUMP	100.00
			SEPTIC PUMP GOLF COURSE	250.00
		GRAINGER	FUSE	19.54
		HAMPEL OIL DISTRIBUTORS, INC.	ANTIFREEZE SPLIT	83.45
		HAWKINS, INC.	ROLLER ASSEMBLY	48.22
		JOHNSON COUNTY GOVERNMENT WASTEWATER	TESTING	247.50
		VICTORY FORD OF GARNETT	DUMPTRUCK WASTEWTR	150.15
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
			TOTAL:	940.86
WATER	WATER	HAMPEL OIL DISTRIBUTORS, INC.	ANTIFREEZE SPLIT	83.45
		HAWKINS, INC.	SODIUM PERMANGANATE	4,191.24
			ROLLER ASSEMBLY	57.83
			CHEMICAL	13,546.50
		MCCLURE ENGINEERING	RESERVOIR SPILLWAY REPAIR	32,564.47
			WATER TREATMENT PLANT	5,910.00
		OLATHE WINWATER WORKS CO.	SS REPAIR CLAMP	1,134.00
		PACE ANALYTICAL SERVICES LLC	PACE ANALYTICAL-WTR TESTIN	287.50
		PRAIRIELAND PARTNERS, LLC	BATTERY FOR MOWER	41.94
		PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	42.00
		RYAN WALTER DBA	JULY PEST CONTROL	7.50
			JULY PEST CONTROL	15.00
			AUGUST PEST CONTROL	7.50
			AUGUST PEST CONTROL	15.00
			TOTAL:	57,903.93
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	AUBURN PHARMACY, INC	MESH BANNER	101.25
		RYAN WALTER DBA	JULY PEST CONTROL	1.25
			AUGUST PEST CONTROL	1.25
			TOTAL:	103.75
PARKSIDE #1	PARKSIDE #1	C.E.S.	C.E.S.	0.76
		HAMPEL OIL DISTRIBUTORS, INC.	PARK/GHA FUEL SPLIT	28.01
		HD SUPPLY,INC	GHA SPLIT	25.88
			TOTAL:	54.65
PARKSIDE #2	PARKSIDE #2	C.E.S.	C.E.S.	0.76
		HAMPEL OIL DISTRIBUTORS, INC.	PARK/GHA FUEL SPLIT	28.01
		HD SUPPLY,INC	GHA SPLIT	25.88
			TOTAL:	54.65
PARK PLAZA NORTH	PARK PLAZA NORTH	C.E.S.	C.E.S.	0.77
		HAMPEL OIL DISTRIBUTORS, INC.	PARK/GHA FUEL SPLIT	28.01
			TOTAL:	28.78
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	RODRIGUEZ MECHANICAL CONTRACTORS INC	RESERVOIR SPILLWAY	1,405,095.60
			TOTAL:	1,405,095.60



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
EQUIPMENT RESERVES	EQUIPMENT RESERVE	JERRY INGRAM/FIRE & RESCUE	BUNKER GEAR	3,515.25
		SUPERIOR EMERGENCY RESPONSE VEHICLES	2023 TAHOE PPV	58,734.44_
			TOTAL:	62,249.69

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

101	GENERAL	9,349.93
102	AIRPORT	294.00
104	LIBRARY	930.99
105	PUBLIC SAFETY	4,275.75
109	ELECTRIC	2,311.51
110	GAS	1,786.92
111	SANITATION	689.47
112	WASTEWATER	940.86
113	WATER	57,903.93
114	ECONOMIC DEVELOPMENT	103.75
115	PARKSIDE #1	54.65
116	PARKSIDE #2	54.65
117	PARK PLAZA NORTH	28.78
118	CAPITAL IMPROVEMENT	1,405,095.60
119	EQUIPMENT RESERVE	62,249.69

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GRAND TOTAL: 1,546,070.48  
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMAZON	LIBRARY SPLIT	LIBRARY	LIBRARY	221.37
	LIBRARY SPLIT	LIBRARY	LIBRARY	177.44
	LIBRARY SPLIT	LIBRARY	LIBRARY	27.84
	LIBRARY SPLIT	LIBRARY	LIBRARY	15.39_
			TOTAL:	442.04
AUBURN PHARMACY, INC	MESH BANNER	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	101.25_
			TOTAL:	101.25
BORDER STATES INDUSTRIES, INC	SURGE SUPPRESSOR (3)	ELECTRIC	ELECTRIC DISTRIBUTION	457.97_
			TOTAL:	457.97
BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	603.76_
			TOTAL:	603.76
BRUMMEL FARM SERVICE	ACETYLENE	SANITATION	SANITATION	80.00_
			TOTAL:	80.00
C.E.S.	C.E.S.	PARKSIDE #1	PARKSIDE #1	0.76
	C.E.S.	PARKSIDE #2	PARKSIDE #2	0.76
	C.E.S.	PARK PLAZA NORTH	PARK PLAZA NORTH	0.77_
			TOTAL:	2.29
CINTAS CORPORATION # 430	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	83.05
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	51.45
	UNIFORM/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	10.16
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	64.35
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	10.16_
			TOTAL:	409.05
CITY OF OLATHE	ABC TRAINING - TRISH	GENERAL	GOVERNMENT ADMINISTRAT	25.00_
			TOTAL:	25.00
COUNTRYSIDE VET CLINIC, INC.	CAT EUTHANASIA/DISPOSAL	GENERAL	COMMUNITY DEVELOPMENT	116.00
	DOG BOARD	GENERAL	COMMUNITY DEVELOPMENT	15.00
	DOG AFTER HRS ER/BOARD	GENERAL	COMMUNITY DEVELOPMENT	125.00_
			TOTAL:	256.00
D & S SANITATION LLC	SOCCER/CAMPGROUND TOILETS	GENERAL	PARKS, RECREATION & CE	170.00
	SOCCER/CAMPGROUND TOILET	GENERAL	PARKS, RECREATION & CE	170.00
	GOLF COURSE PUMP	WASTEWATER	WASTEWATER	100.00
	SEPTIC PUMP GOLF COURSE	WASTEWATER	WASTEWATER	250.00_
			TOTAL:	690.00
DC & B SUPPLY INC	FITTINGS	GAS	GAS	1,604.53_
			TOTAL:	1,604.53
DIGITAL CONNECTIONS, INC.	POLICE COPIER	PUBLIC SAFETY	POLICE DEPARTMENT	14.15_
			TOTAL:	14.15
DOLLAR GENERAL CORPORATION	CLOROX/PAPER TOWELS	GENERAL	PARKS, RECREATION & CE	17.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
			TOTAL:	17.45
FRONT ROW SPORTS	SOCCEER SUPPLY	GENERAL	PARKS, RECREATION & CE	1,076.50_
			TOTAL:	1,076.50
GADES SALES CO., INC.	75 AMP CONTACTOR	ELECTRIC	ELECTRIC DISTRIBUTION	117.79_
			TOTAL:	117.79
GALLS LLC	RECOVERY POUCH	PUBLIC SAFETY	POLICE DEPARTMENT	34.68
	RECOVERY POUCH (1)	PUBLIC SAFETY	POLICE DEPARTMENT	17.35_
			TOTAL:	52.03
GARNETT PUBLISHING, INC.	HELP AD/PT CATALOGER AD	LIBRARY	LIBRARY	157.60_
			TOTAL:	157.60
GRAINGER	FUSE	WASTEWATER	WASTEWATER	19.54_
			TOTAL:	19.54
HAMPEL OIL DISTRIBUTORS, INC.	PARK/GHA FUEL SPLIT	GENERAL	PARKS, RECREATION & CE	371.64
	PARK/GHA FUEL SPLIT	GENERAL	PARKS, RECREATION & CE	123.88
	WINDSHIELD WASHER FLUID 55	GENERAL	STREET & STORMWATER	115.68
	ANTIFREEZE SPLIT	GENERAL	STREET & STORMWATER	83.46
	ANTIFREEZE SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	83.46
	MOBIL DELV 15W-40	ELECTRIC	ELECTRIC DISTRIBUTION	552.48
	ANTIFREEZE SPLIT	GAS	GAS	83.45
	MOBIL DELV 15W-40	SANITATION	SANITATION	552.47
	ANTIFREEZE SPLIT	WASTEWATER	WASTEWATER	83.45
	ANTIFREEZE SPLIT	WATER	WATER	83.45
	PARK/GHA FUEL SPLIT	PARKSIDE #1	PARKSIDE #1	28.01
	PARK/GHA FUEL SPLIT	PARKSIDE #2	PARKSIDE #2	28.01
	PARK/GHA FUEL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	28.01_
			TOTAL:	2,217.45
HAWKINS, INC.	ROLLER ASSEMBLY	WASTEWATER	WASTEWATER	48.22
	SODIUM PERMANGANATE	WATER	WATER	4,191.24
	ROLLER ASSEMBLY	WATER	WATER	57.83
	CHEMICAL	WATER	WATER	13,546.50_
			TOTAL:	17,843.79
HHD SUPPLY, INC	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	25.88
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	25.88_
			TOTAL:	51.76
INTERNATIONAL CODE COUNCIL INC	ICC MEMBERSHIP - ERIC MILL	GENERAL	COMMUNITY DEVELOPMENT	383.00_
			TOTAL:	383.00
JERRY INGRAM/FIRE & RESCUE	BUNKER GEAR	EQUIPMENT RESERVE	EQUIPMENT RESERVES	3,515.25_
			TOTAL:	3,515.25
JOHNSON COUNTY GOVERNMENT WASTEWATER	TESTING	WASTEWATER	WASTEWATER	247.50_
			TOTAL:	247.50
KILLOUGH CONSTRUCTION INC.	6.8 TON COLD MIX 9.2023	GENERAL	STREET & STORMWATER	785.45
	COLD MIX 8.14.23/8.17.23	GENERAL	STREET & STORMWATER	1,752.60
	COLD MIX 8.31.23	GENERAL	STREET & STORMWATER	824.55_
			TOTAL:	3,362.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LEAGUE OF KANSAS MUNICIPALITIES	STO/UPOC (12 EACH)	GENERAL	GOVERNMENT ADMINISTRAT	221.34
			TOTAL:	221.34
MCCLURE ENGINEERING	RESERVOIR SPILLWAY REPAIR	WATER	WATER	32,564.47
	WATER TREATMENT PLANT	WATER	WATER	5,910.00
			TOTAL:	38,474.47
MFMA OIL CO - PETRO CARD 24	FIRE FUEL	PUBLIC SAFETY	FIRE DEPARTMENT	94.90
	PD FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	1,812.11
			TOTAL:	1,907.01
NATIONAL SIGN COMPANY	AIRPORT SIGNS	AIRPORT	MUNICIPAL AIRPORT	294.00
			TOTAL:	294.00
OLATHE WINWATER WORKS CO.	SS REPAIR CLAMP	WATER	WATER	1,134.00
			TOTAL:	1,134.00
PACE ANALYTICAL SERVICES LLC	PACE ANALYTICAL-WTR TESTIN	WATER	WATER	287.50
			TOTAL:	287.50
PRAIRIELAND PARTNERS, LLC	BATTERY FOR MOWER	GAS	GAS	41.94
	BATTERY FOR MOWER	WATER	WATER	41.94
			TOTAL:	83.88
PYRAMID FOODS dba COUNTRY MART	ICE/WATER/MISC SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	43.31
	ICE/WATER/MISC SPLIT	GENERAL	COMMUNITY DEVELOPMENT	43.31
	ICE/WATER/MISC SPLIT	GENERAL	PARKS, RECREATION & CE	42.00
	ICE/WATER/MISC SPLIT	GENERAL	PARKS, RECREATION & CE	42.78
	ICE/WATER/MISC SPLIT	GENERAL	PARKS, RECREATION & CE	152.93
	ICE/WATER/MISC SPLIT	GENERAL	STREET & STORMWATER	9.96
	ICE/WATER/MISC SPLIT	GENERAL	STREET & STORMWATER	42.00
	ICE/WATER/MISC SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	42.00
	ICE/WATER/MISC SPLIT	GAS	GAS	42.00
	ICE/WATER/MISC SPLIT	SANITATION	SANITATION	42.00
	ICE/WATER/MISC SPLIT	WASTEWATER	WASTEWATER	42.00
	ICE/WATER/MISC SPLIT	WATER	WATER	42.00
			TOTAL:	586.29
R & R EQUIPMENT, INC.	GV-IDLER FLAT	GENERAL	PARKS, RECREATION & CE	36.70
			TOTAL:	36.70
RICHMONT BODY WORKS LLC	2018 F150 WHEEL ALIGNMENT	PUBLIC SAFETY	POLICE DEPARTMENT	89.00
			TOTAL:	89.00
RODRIGUEZ MECHANICAL CONTRACTORS INC	RESERVOIR SPILLWAY	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	1,405,095.60
			TOTAL:	1,405,095.60
RUESCHHOFF LOCKSMITH & SECURITY	ALARM MONITORING/BACK UP	LIBRARY	LIBRARY	121.35
			TOTAL:	121.35
RYAN WALTER DBA	JULY PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	8.75
	AUGUST PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	8.75
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	JULY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	AUGUST PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	AUGUST PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	AUGUST PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	AUGUST PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	AUGUST PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	AUGUST PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JULY PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	AUGUST PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	JULY PEST CONTROL	LIBRARY	LIBRARY	30.00
	AUGUST PEST CONTROL	LIBRARY	LIBRARY	30.00
	JULY PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	AUGUST PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	JULY PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	AUGUST PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	JULY PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	AUGUST PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	JULY PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	AUGUST PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	JULY PEST CONTROL	GAS	GAS	7.50
	AUGUST PEST CONTROL	GAS	GAS	7.50
	JULY PEST CONTROL	SANITATION	SANITATION	7.50
	AUGUST PEST CONTROL	SANITATION	SANITATION	7.50
	JULY PEST CONTROL	WATER	WATER	7.50
	JULY PEST CONTROL	WATER	WATER	15.00
	AUGUST PEST CONTROL	WATER	WATER	7.50
	AUGUST PEST CONTROL	WATER	WATER	15.00
	JULY PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.25
	AUGUST PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.25_
			TOTAL:	600.00
SCHMOE, DARIN	REIMB FOR WORMS/BAIT FOR P	GENERAL	COMMUNITY DEVELOPMENT	8.14_
			TOTAL:	8.14
SNAP-ON CREDIT LLC	SEPT MONTHLY FEE	GENERAL	STREET & STORMWATER	46.75_
			TOTAL:	46.75
STIFTER, TYLER	MOWING 8.4 8.11 8.18	LIBRARY	LIBRARY	150.00_
			TOTAL:	150.00
SUPERIOR EMERGENCY RESPONSE VEHICLES	2023 TAHOE PPV	EQUIPMENT RESERVE	EQUIPMENT RESERVES	58,734.44_
			TOTAL:	58,734.44
ULTIMATE TRAINING MUNITIONS	5.56MM LBBR/AR-15 W/MAG	PUBLIC SAFETY	POLICE DEPARTMENT	1,646.94_
			TOTAL:	1,646.94
UNITED RENTALS	ROLLER	GENERAL	STREET & STORMWATER	2,178.00_
			TOTAL:	2,178.00
VICTORY FORD OF GARNETT	2018 F150 -PD	PUBLIC SAFETY	POLICE DEPARTMENT	476.62
	DUMPTRUCK WASTEWTR	WASTEWATER	WASTEWATER	150.15_
			TOTAL:	626.77

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
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===== FUND TOTALS =====				
101	GENERAL	9,349.93		
102	AIRPORT	294.00		
104	LIBRARY	930.99		
105	PUBLIC SAFETY	4,275.75		
109	ELECTRIC	2,311.51		
110	GAS	1,786.92		
111	SANITATION	689.47		
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113	WATER	57,903.93		
114	ECONOMIC DEVELOPMENT	103.75		
115	PARKSIDE #1	54.65		
116	PARKSIDE #2	54.65		
117	PARK PLAZA NORTH	28.78		
118	CAPITAL IMPROVEMENT	1,405,095.60		
119	EQUIPMENT RESERVE	62,249.69		
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	GRAND TOTAL:	1,546,070.48		
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TOTAL PAGES: 5

BILLS:	\$1,546,070.48
PAYROLL:	\$ 114,911.70
TOTAL:	\$1,660,982.18