



Small, Serene, Simply Garnett.

City Commission Meeting **AGENDA** **September 27, 2022, 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, Rueben Esh/Sam Stoltzfus, Beacon of Truth

- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

- III. **Public Hearing for Establishing Guffy Community Improvement District**
 - A. Motion to Enter
 - B. Introductions/Discussion/Citizens to be Heard (Five-Minute Limit Per Person)
 - C. Adjournment

- IV. **Governing Body Comments**
 - A. Commissioner Cole
 - B. Commissioner Sheahan
 - C. Mayor Gwin

- V. **Consent Agenda**
 - A. Approval of Minutes from September 13, 2022, Regular City Commission Meeting
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$198,516.42

- VI. **Regular Business**
 - Fleximat Presentation by Ron Geater.
 - City Connecting Links, Wayne Gudmonson, KDOT.
 - Consideration of Neighborhood Block Party Special Event Request from Sheila Wilson.
 - Consideration of Ordinance 4239: Establishing the Guffey Community Improvement District.
 - Consideration of Ordinance 4240: Adopting a Redevelopment Project Plan for the Guffey Properties Redevelopment District.
 - Consideration of Resolution 2022-12: Troyer's 1883 Special Event Street Closure

- VII. **Discussion Items**
 - Possible Library Restructure
 - GENCO Utility Project Update
 - Water Plant Update

- VIII. **Informational Items**
 - A. Laugh, Laugh, Love: A Night of Comedy & Charity Handyman Date Auction, hosted by the Garnett BPW will be held on October 1.
 - B. The Garnett Shop Hop, hosted by Morning Mingle, will be held on October 7th & 8th.



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City Commission Meeting **AGENDA** **September 27, 2022, 6:00 P.M.**

- C. The 9th Annual Lake Garnett Grand Prix Revival, hosted by the Lake Garnett Grand Prix Revival, will be held at Lake Garnett, the Garnett Municipal Airport, and the Town Square on October 8th & 9th.
 - D. Kincaid Octoberfest Craft Fair, ATV/UTV Parade, and Street Dance, hosted by Crickets Bar and Grill, will be held on October 8th.
 - E. The Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held on October 15th in the Anderson County Fairgrounds.
 - F. The Zombie Walk, 5K Fun Festival, hosted by Masonfelt Comedy, will be held on the October 22nd on the Town Square, Anderson County Courthouse Lawn, and North Lake Park.
 - G. The Great Pumpkin Bash, Pumpkin patch, corn maze, and concert featuring Travis Marvin and Clevermax, hosted by Mundell LLC, will be held on October 22nd.
 - H. Faith & Blue, hosted by the Hope Anthem Church, will be held on October 23rd.
 - I. Kansas Rails-to-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on October 29th.
 - J. The Halloween Fall Festival, hosted by Hope Anthem Church, will be held on October 29th.
 - K. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31st at the First Christian Church.
- IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- X. **Adjournment**

September 13, 2022
Garnett, Kansas

The Governing Body of the City of Garnett met in regular session on September 13, 2022, at 6:00 p.m. with the following individuals present; Greg A. Gwin, Mayor, Jody Cole, City Commissioner, Jason Sheahan, City Commissioner; Travis Wilson, City Manager; City Attorney Terry Solander, Trish Brewer, City Clerk.

CALL TO ORDER

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

The Pledge of Allegiance was recited, followed by Josh Ford, with the Trinity Baptist Church giving the invocation.

CITIZENS TO BE HEARD

- Paula Scott presented a video of Heart and Soul comprehensive plan process. She also congratulated several citizens and business for their support in the survey and community.

RECOGNITION

City Manager, Wilson presented Employee of the Month to Duane Hastert and Andy Modlin

GOVERNING BODY COMMENTS

- *Commissioner Cole*

Congratulated employees Zack Smothers for completion of his Class 2 Certification and Jeff Mucklow for completion of his Class 4 Certification. She stated that Hayden Newton has made the Trap Shooting Team at Westpoint, a great honor. Commissioner Cole requested more information from the Library on the 1000 books before kindergarten, and the presentation at the Library Conference. Commissioner Cole congratulated Fire Chief Skillman on writing and receiving a grant for bunker gear.

- *Commissioner Sheahan*

No comment

- *Mayor Gwin*

Mayor Gwin stated he attended the First Responders luncheon this week and appreciates all for their dedication and service.

CONSENT AGENDA

- **Approval of Minutes from the August 23, 2022, Regular City Commission Meeting.**

Commissioner Cole made a motion to approve the minutes for the August 23, 2022, Regular City Commission Meeting with the correction. Mayor Gwin seconded the motion.

Motion passed (3) AYE (0) NAY

- **Approval of Semi-Monthly Bills and Payroll in the amount of \$242,511.86.**

Mayor Gwin made a motion to approve the Semi-Monthly Bills and Payroll in the amount of \$242,511.86. Commissioner Sheahan seconded the motion.

Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

- **Michael Billings, USDA Community Programs Specialist.**

Mr. Billings joined the Commission Meeting at 6:03pm via telephone. Mr. Billings reviewed the letter of condition with the Commission Board on the grant applying for two police cars. Grant funds of \$95,179.00 \$42,879.00 of the Cities responsibility and \$52,300.00 grant monies.

- **Direct Support Professionals Proclamation.**

Mayor Gwin read the Proclamation for Direct Support Professionals week September 11 through September 17. Members of the Direct Support Professionals were present to receive.

- **Consideration of the amended 2022 Halloween Fall Festival Event Agreement.**

Mayor Gwin motioned to approve the agreement for the move of the 2022 Halloween Fall Festival Event Agreement. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

- **Consideration of the 2022 Great Pumpkin Bash Agreement.**

Commissioner Cole motioned to approve the agreement for the 2022 Great Pumpkin Bash Agreement as written. Seconded by Commissioner Sheahan. Motion passed (3) AYE (0) NAY

- **Consideration of the 2022 Concerts in the Park Series Agreement.**

Mayor Gwin motioned to approve the agreement for the 2022 Concerts in the Park Series Agreement. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

DISCUSSION ITEMS

- **CHP (Turbine Project):** City Manager, Wilson will get with KMEA and the Ethanol Plant regarding cost figures.
- **Trash Truck update:** An 11yard truck has been ordered and possession is scheduled for the later part of November 2022.
- **Fleximat Presentation update:** Fleximat personnel will attend the September 27 Commission Meeting to present their product.
- **Transportation Plan update:** Jason with McClure Engineering has updated and emailed the Transportation Plan. City Manager, Wilson has sent this information to the Commission.
- **Cedar Valley Reservoir update:** City Manager, Wilson attended the September 7th meeting and provided those minutes to the Commission.
- **GENCO Utility Revenue update:** City Manager, Wilson is still collecting information.
- **Susan Wettstein's Retirement Reception:** There will be a reception for Susan Wettstein on September 26th from 3:00 – 5:00 in the Commission room. The public is welcome to attend.
- **Possible Library Restructure:** Tabled until the September 27,2022 Commission Meeting.

INFORMATIONAL ITEMS

- A. The Concerts in the Park Series, Hosted by Morning Mingle, will be held on Thursday in the Donna Harris Memorial Park.
- B. The Garnett Area Chamber of Commerce will be having ribbon cutting for Soul To Sole on Saturday, September 17th from 11:00 a.m. to 1:00 p.m.
- C. The 111th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held on September 22-24.
- D. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at the North Lake Park on September 24th.
- E. Laugh, Laugh, Love: A Night of Comedy & Charity Handyman Date Auction, hosted by the Garnett BPW will be held on October 1.
- F. The Garnett Shop Hop, hosted by Morning Mingle, will be held on October 7th & 8th.
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- N. The Halloween Fall Festival, hosted by Hope Anthem Church, will be held on October 29th.
- O. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31st at the First Christian Church.

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

None

ADJOURNMENT

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

Meeting adjourned at 7:19 p.m.

Attest: _____
City Clerk

Mayor

**KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION**

DISTRICT 4

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this day, _____ that pursuant to the provisions of K.S.A. 68-406 and amendments thereto, the following described streets in the city of Garnett, County of Anderson be designated as connecting links in the State Highway System.

This resolution cancels and supersedes the previous resolution dated: 04/04/1998

Route Number	Description	Lanes	Route Miles	Lane Miles
K-31	From 0.073 Miles W of intersection with LAKEVIEW DR to intersection with N MAPLE ST.	2	0.248	0.496
US-169	From 0.118 Miles SW of intersection with PRAIRIE PLAZA PKWY to 0.066 Miles NE of intersection with PRAIRIE PLAZA PKWY.	2	0.184	0.368
US-169 Bus	From Intersection with S MAPLE ST to Intersection with NE NEOSHO RD.	2	0.994	1.988
US-59	From 0.103 Miles S of intersection with SOUTH LAKE DR to 0.007 Miles S of intersection with HOME RUN DR.	2	1.817	3.634

Total Route Miles		
Lane Miles		
Two Lane.....		6.486
Three Lane.....		
Four Lane.....		
Five Lane.....		
Six Lane.....		
Seven Lane.....		
Eight Lane.....		
Nine Lane.....		
Ten Lane.....		
TOTAL LANE MILES		6.486

RECOMMENDED: 
Chief of Transportation Planning

RECOMMENDED: _____
District Engineer

- DISTRIBUTION:
- Bureau of Fiscal Services
 - City
 - District Office
 - Bureau of Local Projects
 - Bureau of Maintenance
 - Bureau of Design
 - Bureau of Transportation Planning
 - Bureau of Transportation Safety & Technology
 - Area/Metro Engineer

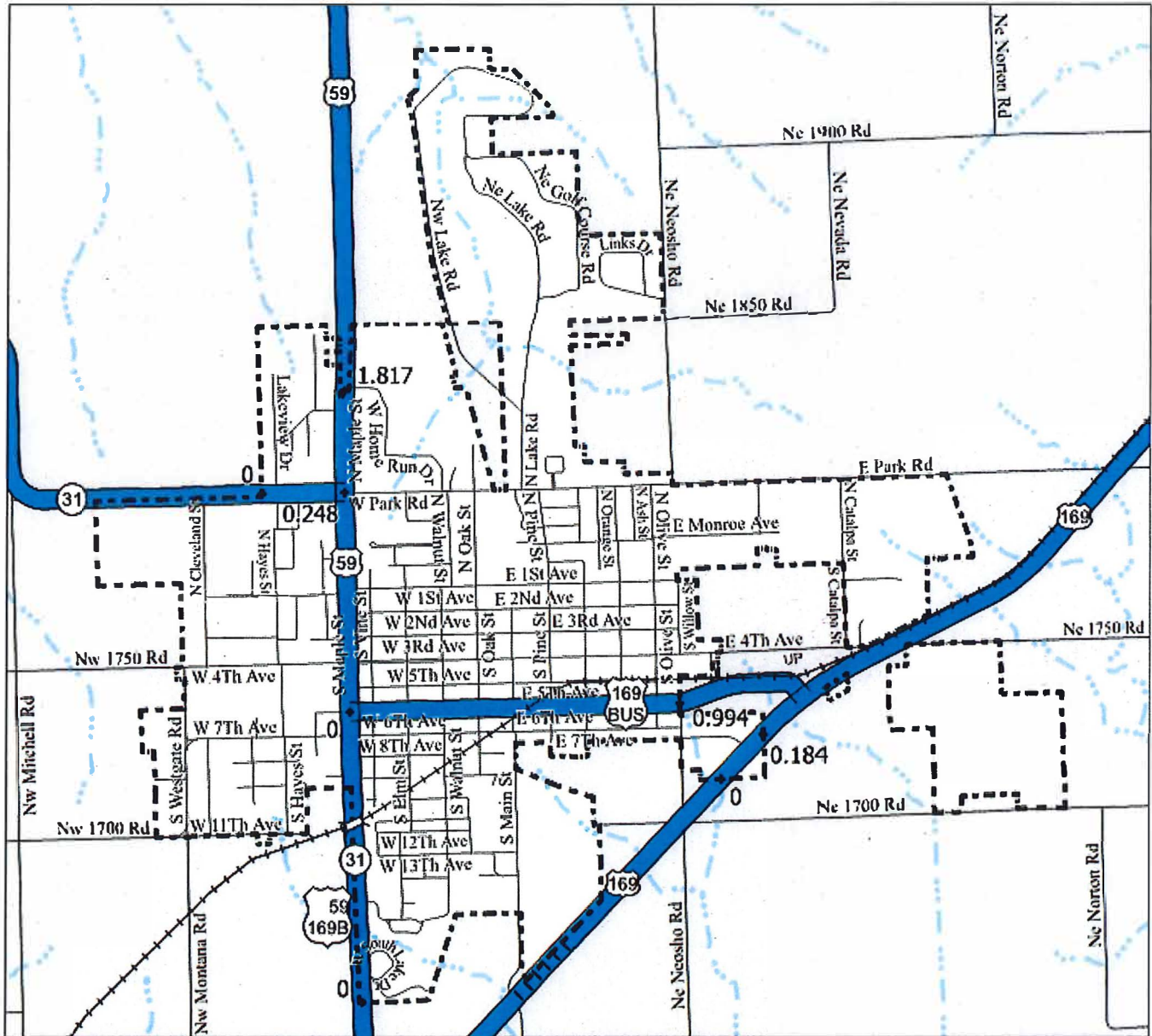
Form Revised 08/08/2016

Director of Field Operations for
Secretary of Transportation
of the State of Kansas

D.O.T. form 840

GARNETT MAINTENANCE SKETCH ANDERSON COUNTY

T.20 S R.19-20 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



- State Bridge
- Municipal Boundary
- Section

Lanes

- 2
- 4

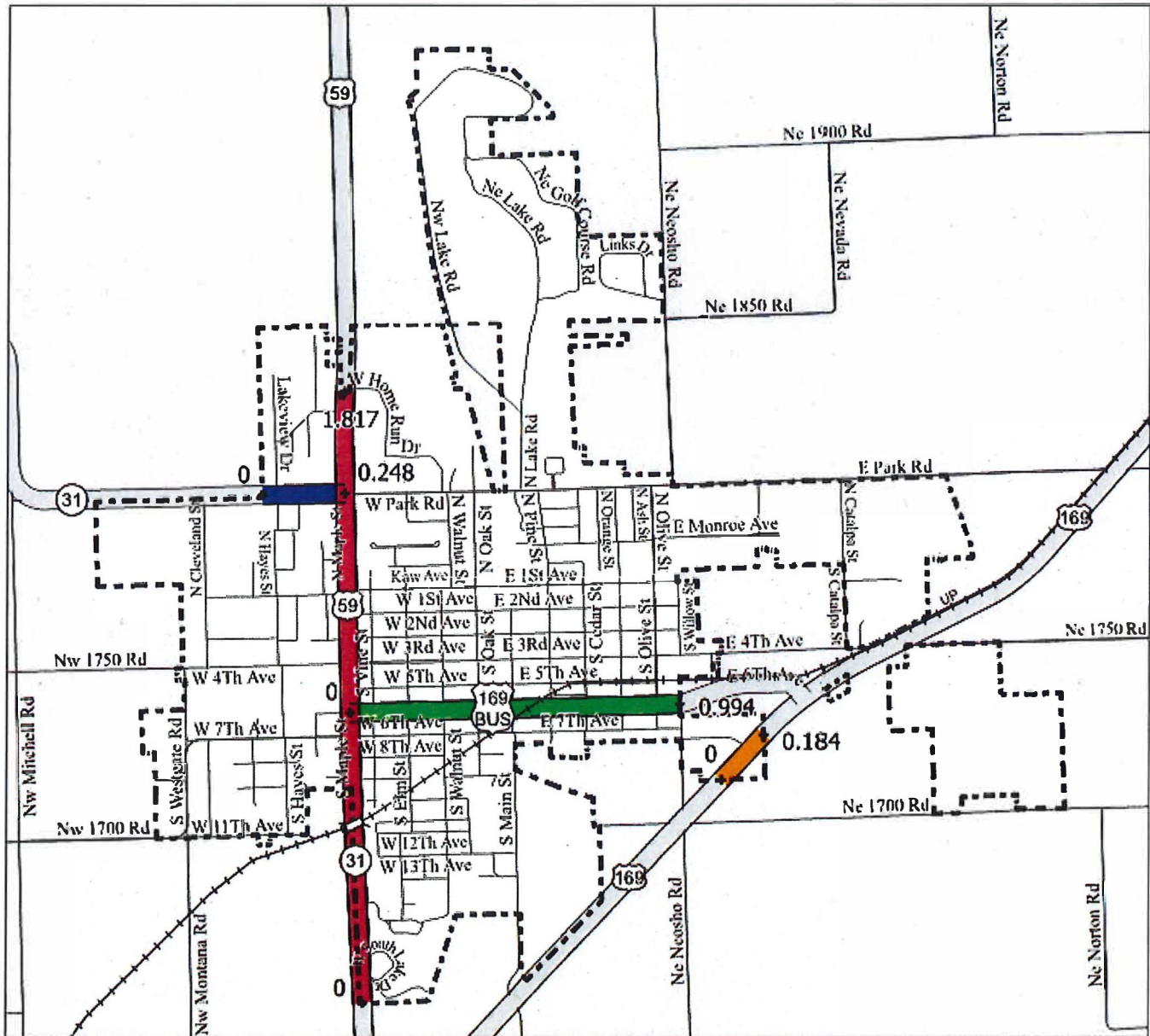
Maintenance Responsibility

- State of Kansas (KDOT)

GARNETT

ANDERSON COUNTY

T.20 S R.19-20 E



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- State Bridge
- Municipal Boundary
- Section

Lanes

2

City Connecting Link Mileage

- K-31.....0.248
- U.S. 169 Bus...0.994
- U.S. 169.....0.184
- U.S. 59.....1.817

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT
(Kansas Department of Transportation Maintains Designated Routes)**

This Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Garnett, Kansas, hereinafter referred to as City.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto including all documents attached and incorporated herein, the Secretary agrees to maintain the following described streets designated as city connecting links on the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Miles	*Lane Miles
K031	From 0.073 miles W of intersection with LAKEVIEW DR to intersection with N MAPLE ST.	2	0.248	0.496
U169	From 0.118 miles SW of intersection with PRAIRIE PLAZA PKWY to 0.066 miles NE of intersection with PRAIRIE PLAZA PKWY.	2	0.184	0.368
U169B	From intersection with S MAPLE ST to intersection with NE NEOSHO RD.	2	0.994	1.988
U059	From 0.103 miles S of intersection with SOUTH LAKE DR to 0.007 miles S of intersection with HOME RUN DR.	2	1.817	3.634
				0.000
				0.000
				0.000
				0.000

*In computing net mileage where routes overlap, use mileage of one route only.		Total Route Miles	3.243
Distribution: Bureau of Fiscal Services (Original) Bureau of Maintenance District Office Area Engineer Metro Engineer City	Email Notification: Bureau of Road Design Bureau of Local Projects Bureau of Trans Safety & Technology Bureau of Transportation Planning	Two Lane	6.486
		Four Lane	0.000
		Five Lane	0.000
		Six Lane	0.000
		Seven Lane	0.000
		Eight Lane	0.000
		TOTAL	6.486
Note - Available on Internet			

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. City shall be responsible for the following:

- 2.1 Installation and maintenance of parking meters, pavement and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks and ramps except on structures.
- 2.3 Snow removal on all sidewalks, including sidewalks on structures.
- 2.4 Installation and maintenance of street illumination systems.
- 2.5 Maintenance of electronic traffic control devices, (i.e. traffic signal, school speed limit sign assemblies, and other).
- 2.6 Maintenance of enclosed lengths of storm drainage systems and associated inlets.
- 2.7 Snow removal where parking is permitted.
- 2.8 Signs and marking for pedestrian and school crosswalks.
- 2.9 Local directional signs, street signs, parking/no parking signs.
- 2.10 Mowing.
- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

No Additional Maintenance Items

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.

5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.

6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.

7. By entering into this Agreement, the SECRETARY does not waive or alter rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this Agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 4
 City Garnett
 County Anderson-002

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

Total Lane Miles	<u>6.486</u>
Total Lane Miles maintained by Secretary of Transportation pursuant to City Connection Link Maintenance Agreement No. <u>4-250-4</u>	<u>6.486</u>
Total Lane Miles maintained by Secretary of Transportation pursuant to Maintenance Agreement for Fully Access Controlled City Connection Link No. _____	<u>0.000</u>
Total Lane Miles maintained by City	<u>0.000</u>

The attached map(s) indicate maintenance responsibility.

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Miles	<u>0.000</u>	
At <u>\$5,000.00</u> per Traffic Lane Mile =		<u>\$0.00</u>
Total Annual Payment		<u>\$0.00</u>
Quarterly Payment		<u>\$0.00</u>

Effective Date will be 6/1/2022

RECOMMENDED:

District Engineer

Date

APPROVED:

SECRETARY OF TRANSPORTATION

By: _____

Title: _____

Date

Distribution:

- Bureau of Fiscal Services (Original)
- Bureau of Maintenance
- District Office
- Area /Metro Engineer
- City

Email Notification:

- Bureau of Transportation Planning
- Bureau of Trans Safety & Technology
- Bureau of Local Projects
- Bureau of Design

**KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION**

DISTRICT 4

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RECOMMENDED: 
Chief of Transportation Planning

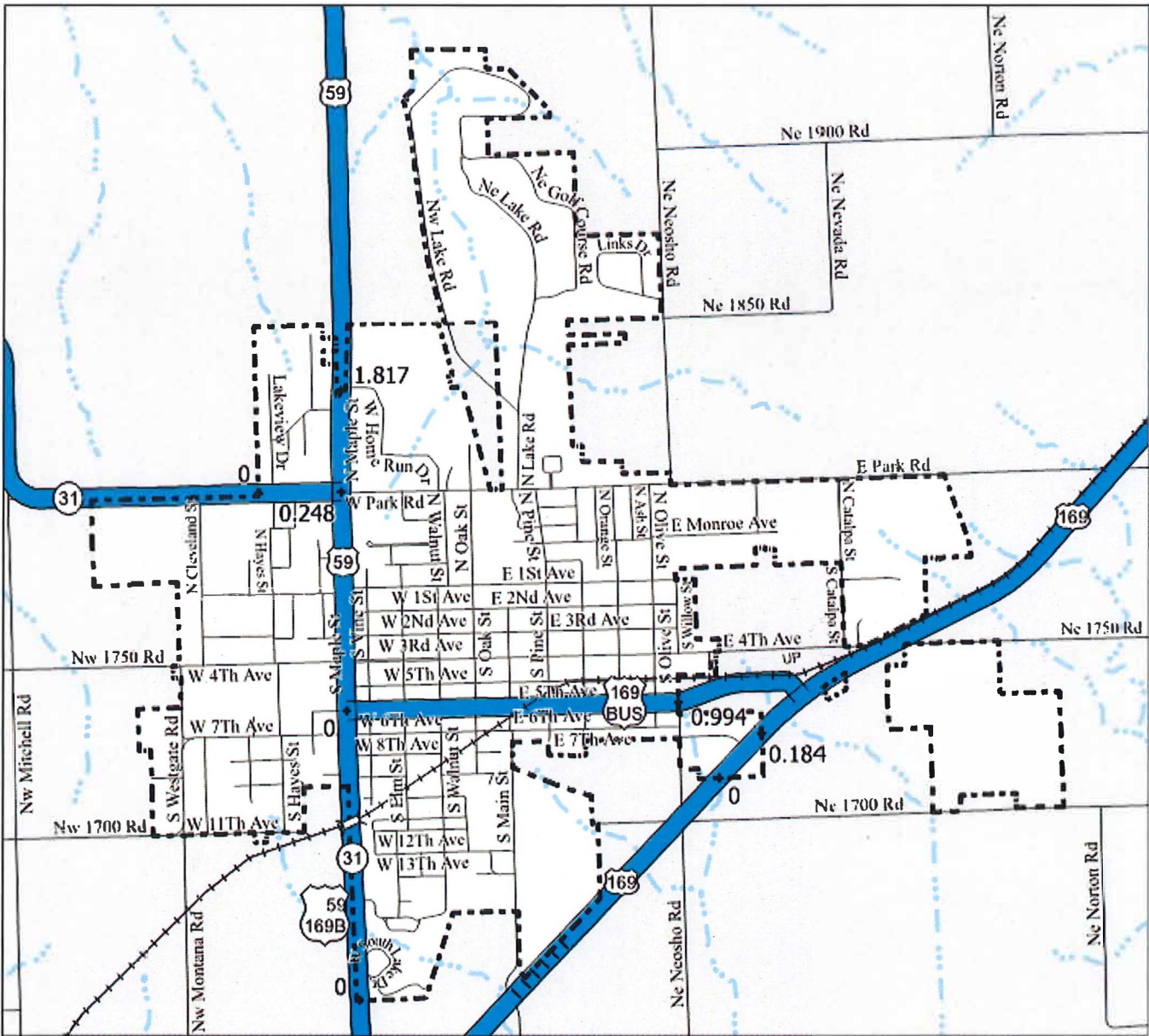
RECOMMENDED: _____
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 - Bureau of Local Projects
 - Bureau of Maintenance
 - Bureau of Design
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 - Bureau of Transportation Safety & Technology
 - Area/Metro Engineer

Director of Field Operations for
Secretary of Transportation
of the State of Kansas





GARNETT MAINTENANCE SKETCH ANDERSON COUNTY



T.20 S R.19-20 E



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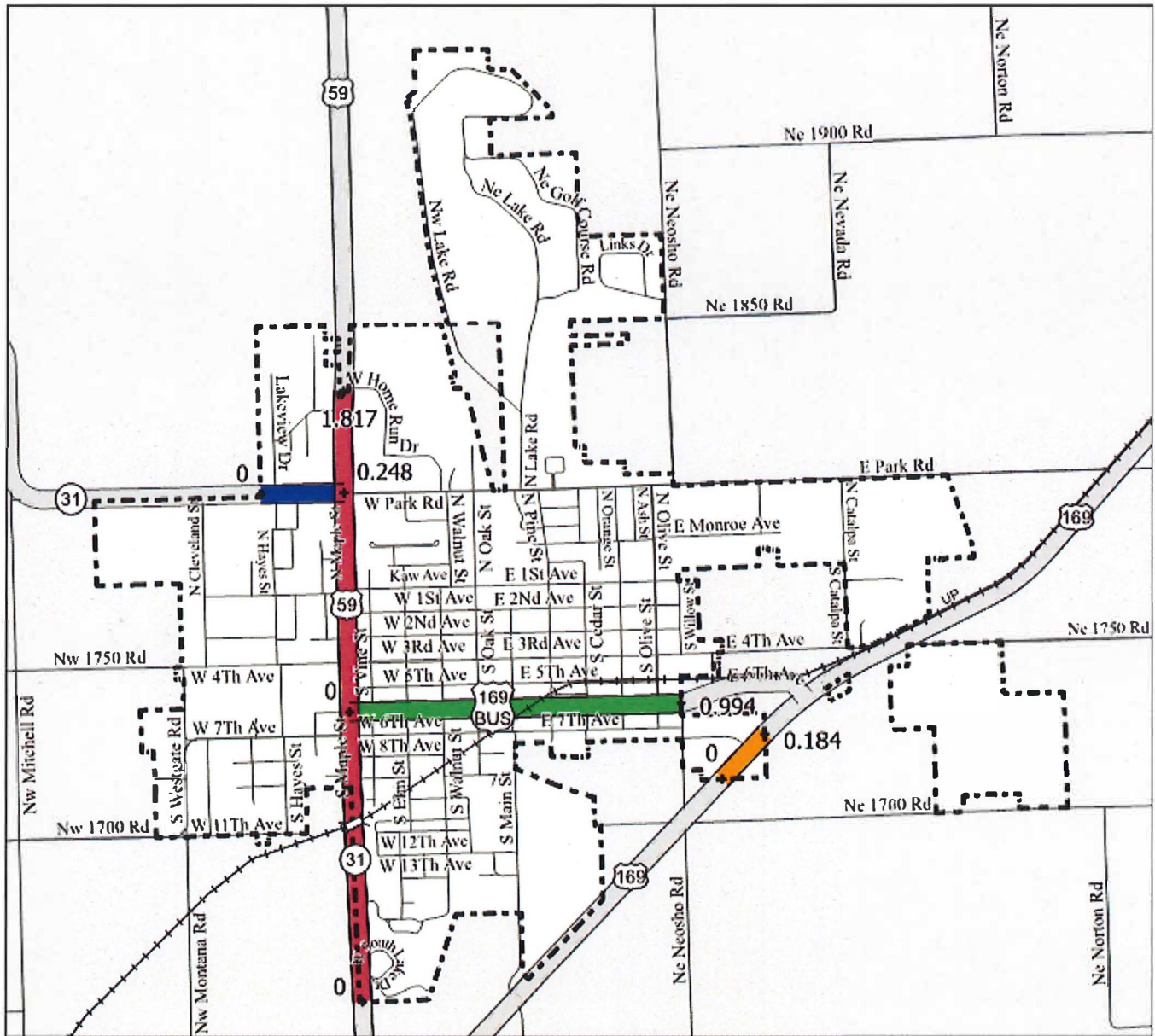
-  State Bridge
-  Municipal Boundary
-  Section
- Maintenance Responsibility**
-  State of Kansas (KDOT)

- Lanes**
-  2
-  4

GARNETT

ANDERSON COUNTY

T.20 S R.19-20 E



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- State Bridge
- Municipal Boundary
- Section

Lanes

— 2

City Connecting Link Mileage

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CITY CONNECTING LINK MAINTENANCE AGREEMENT

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- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

No Additional Maintenance Items

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.

5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.

6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.

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KANSAS DEPARTMENT OF TRANSPORTATION

District No. 4
 City Garnett
 County Anderson-002

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

Total Lane Miles	6.486
Total Lane Miles maintained by Secretary of Transportation pursuant to City Connection Link Maintenance Agreement No. <u>4-250-4</u>	6.486
Total Lane Miles maintained by Secretary of Transportation pursuant to Maintenance Agreement for Fully Access Controlled City Connection Link No. _____	0.000
Total Lane Miles maintained by City	0.000

The attached map(s) indicate maintenance responsibility.

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At <u>\$5,000.00</u> per Traffic Lane Mile =		\$0.00
Total Annual Payment		\$0.00
Quarterly Payment		\$0.00

Effective Date will be 6/1/2022

RECOMMENDED:

_____ District Engineer _____ Date

APPROVED:

SECRETARY OF TRANSPORTATION

By: _____ Date _____
 Title: _____

Distribution:

- Bureau of Fiscal Services (Original)
- Bureau of Maintenance
- District Office
- Area /Metro Engineer
- City

Email Notification:

- Bureau of Transportation Planning
- Bureau of Trans Safety & Technology
- Bureau of Local Projects
- Bureau of Design

**KANSAS DEPARTMENT OF TRANSPORTATION
RESOLUTION**

DISTRICT 4

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TOTAL LANE MILES		6.486

RECOMMENDED: 
Chief of Transportation Planning

RECOMMENDED: _____
District Engineer

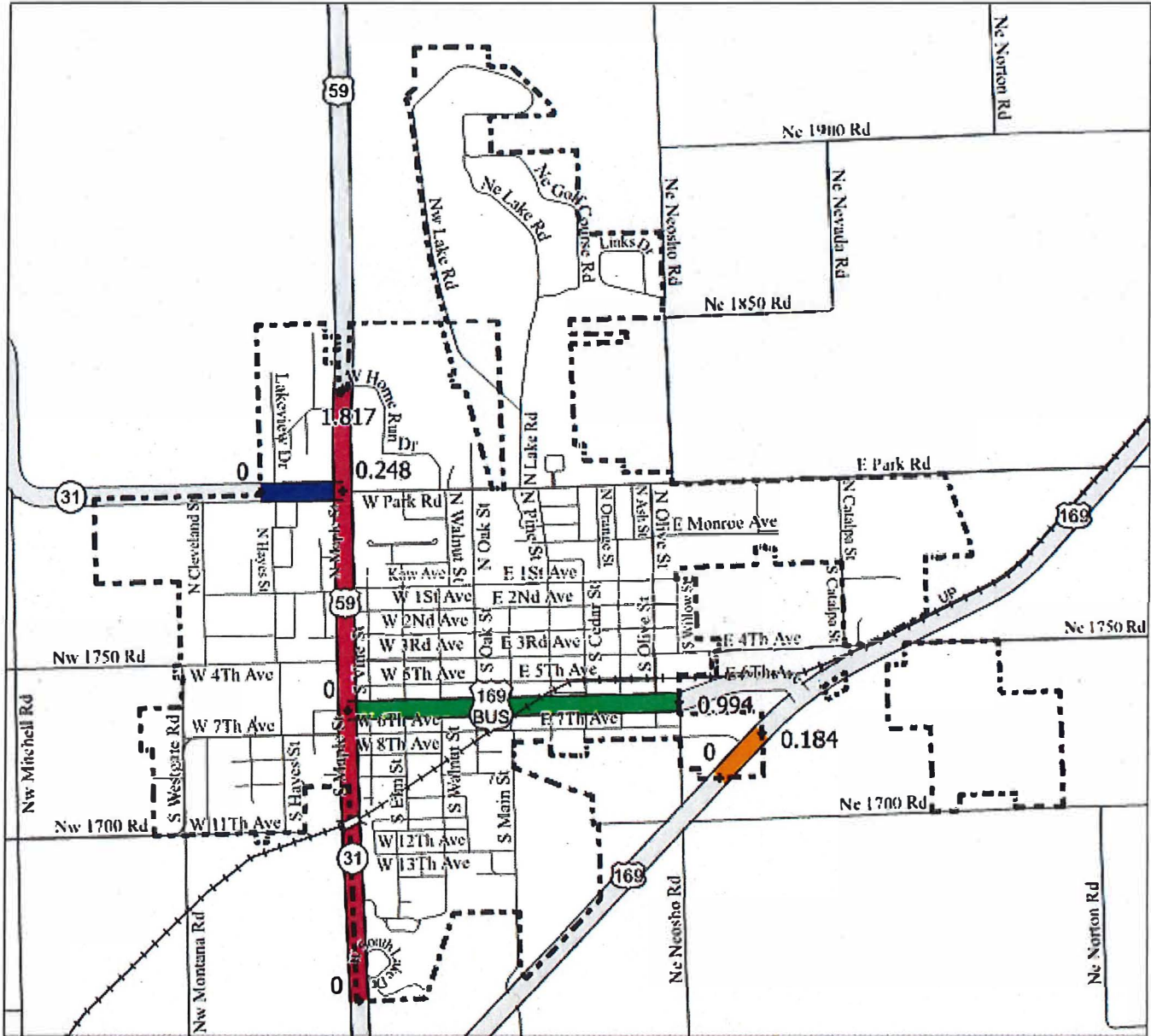
- DISTRIBUTION:
- Bureau of Fiscal Services
 - City
 - District Office
 - Bureau of Local Projects
 - Bureau of Maintenance
 - Bureau of Design
 - Bureau of Transportation Planning
 - Bureau of Transportation Safety & Technology
 - Area/Metro Engineer

Director of Field Operations for
Secretary of Transportation
of the State of Kansas

GARNETT

ANDERSON COUNTY

T.20 S R.19-20 E



Kansas street centerlines and city limits are provided by the Kansas 911 Coordinating Council in cooperation with Kansas Public Safety Answering Points (PSAPs). The inclusion of this data adheres to Kansas NG911 GIS data usage agreements and terms.



- State Bridge
- Municipal Boundary
- Section

Lanes

== 2

City Connecting Link Mileage

- K-31.....0.248
- U.S. 169 Bus...0.994
- U.S. 169.....0.184
- U.S. 59.....1.817

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT
(Kansas Department of Transportation Maintains Designated Routes)**

This Agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of Garnett, Kansas, hereinafter referred to as City.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto including all documents attached and incorporated herein, the Secretary agrees to maintain the following described streets designated as city connecting links on the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Miles	*Lane Miles
K031	From 0.073 miles W of intersection with LAKEVIEW DR to intersection with N MAPLE ST.	2	0.248	0.496
U169	From 0.118 miles SW of intersection with PRAIRIE PLAZA PKWY to 0.066 miles NE of intersection with PRAIRIE PLAZA PKWY.	2	0.184	0.368
U169B	From intersection with S MAPLE ST to intersection with NE NEOSHO RD.	2	0.994	1.988
U059	From 0.103 miles S of intersection with SOUTH LAKE DR to 0.007 miles S of intersection with HOME RUN DR.	2	1.817	3.634
				0.000
				0.000
				0.000
				0.000

*In computing net mileage where routes overlap, use mileage of one route only.		Total Route Miles	3.243
Distribution: Bureau of Fiscal Services (Original) Bureau of Maintenance District Office Area Engineer Metro Engineer City	Email Notification: Bureau of Road Design Bureau of Local Projects Bureau of Trans Safety & Technology Bureau of Transportation Planning	Two Lane	6.486
		Four Lane	0.000
		Five Lane	0.000
		Six Lane	0.000
		Seven Lane	0.000
		Eight Lane	0.000
		TOTAL	6.486
Note - Available on Internet			

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. City shall be responsible for the following:

- 2.1 Installation and maintenance of parking meters, pavement and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks and ramps except on structures.
- 2.3 Snow removal on all sidewalks, including sidewalks on structures.
- 2.4 Installation and maintenance of street illumination systems.
- 2.5 Maintenance of electronic traffic control devices, (i.e. traffic signal, school speed limit sign assemblies, and other).
- 2.6 Maintenance of enclosed lengths of storm drainage systems and associated inlets.
- 2.7 Snow removal where parking is permitted.
- 2.8 Signs and marking for pedestrian and school crosswalks.
- 2.9 Local directional signs, street signs, parking/no parking signs.
- 2.10 Mowing.
- 2.11 Maintenance of open ditches.
- 2.12 Maintenance of entrance and side street drainage structures and surfacing of entrances and side streets.
- 2.13 Maintenance of curb and gutter.
- 2.14 City streets and pavement that is outside of the city connecting link travel way (turning lanes, curb/radius return or area outside of the travel way) defined by an extension of the edge of the city connecting link travel way (white edge line, or front face of curb and gutter) through the intersection.
- 2.15 Additional Maintenance

No Additional Maintenance Items

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This City Connecting Link Maintenance Agreement shall be in addition to the most recent Maintenance Agreement for Full Access Controlled City Connecting Links, if there is such an agreement, pursuant to K.S.A. 68-416a and shall supersede and terminate any previously existing City Connecting Link Maintenance Agreement.

5. This Agreement may be terminated by execution of a new City Connecting Link Maintenance Agreement.

6. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties.

7. By entering into this Agreement, the SECRETARY does not waive or alter rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this Agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 4
 City Garnett
 County Anderson-002

COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

Total Lane Miles	<u>6.486</u>
Total Lane Miles maintained by Secretary of Transportation pursuant to City Connection Link Maintenance Agreement No. <u>4-250-4</u>	<u>6.486</u>
Total Lane Miles maintained by Secretary of Transportation pursuant to Maintenance Agreement for Fully Access Controlled City Connection Link No. _____	<u>0.000</u>
Total Lane Miles maintained by City	<u>0.000</u>

The attached map(s) indicate maintenance responsibility.

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Miles	<u>0.000</u>	
At <u>\$5,000.00</u> per Traffic Lane Mile =		<u>\$0.00</u>
Total Annual Payment		<u>\$0.00</u>
Quarterly Payment		<u>\$0.00</u>
Effective Date will be <u>6/1/2022</u>		

RECOMMENDED:

_____ Date

District Engineer

APPROVED:

SECRETARY OF TRANSPORTATION

By: _____ Date

Title: _____

- Distribution:**
- Bureau of Fiscal Services (Original)
 - Bureau of Maintenance
 - District Office
 - Area/Metro Engineer
 - City

- Email Notification:**
- Bureau of Transportation Planning
 - Bureau of Trans Safety & Technology
 - Bureau of Local Projects
 - Bureau of Design

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 4

RESOLUTION

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this 4TH day of APRIL 1998, that pursuant to the provisions of K.S.A. 68-406 and amendments thereto; the following described streets in the city of GARNETT, County of ANDERSON be designated as connecting links in the State Highway System.

ROUTE NUMBER	DESCRIPTION	LANES	ROUTE MILES	LANE MILES
K 31	Beginning on K 31 at a point 1,069.20 ft. west of US 59 (Maple St.), thence east to US 59.	2	0.202	0.404
US 59	Beginning on US 59 (Maple St.) at the south line of the NW 1/4 of section 31, T20S, R20E, thence north to a point which is 480.43 feet south of Easy St., and beginning again at a point which is 178.16 ft. south of Easy St., thence north to the south line of Hillside Ave.	2	1.740	3.480
US 169 BUS.	Beginning on 6th St. at the junction of Maple St.(US 59), thence east to the center of Willow St.	2	0.999	1.998

NOTE: This resolution cancels and supersedes the previous resolution dated April 1 1981

*In computing net mileage where routes overlap, use mileage of one route only.

RECOMMENDED

James E. Toluben
 Chief of Transportation Planning

RECOMMENDED

Don E. Kimball
 District Engineer

DISTRIBUTION:

- Bureau of Fiscal Services
- City
- District Office
- Bureau of Local Projects
- Bureau of Construction and Maintenance
- Bureau of Design
- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Metro Engineer
- Area Engineer

Total Route Miles:	2.941
TOTAL LANE MILES:	
Two Lane.....	5.882
Four Lane.....	
Five Lane.....	
Six Lane.....	
Seven Lane.....	
TOTAL	5.882

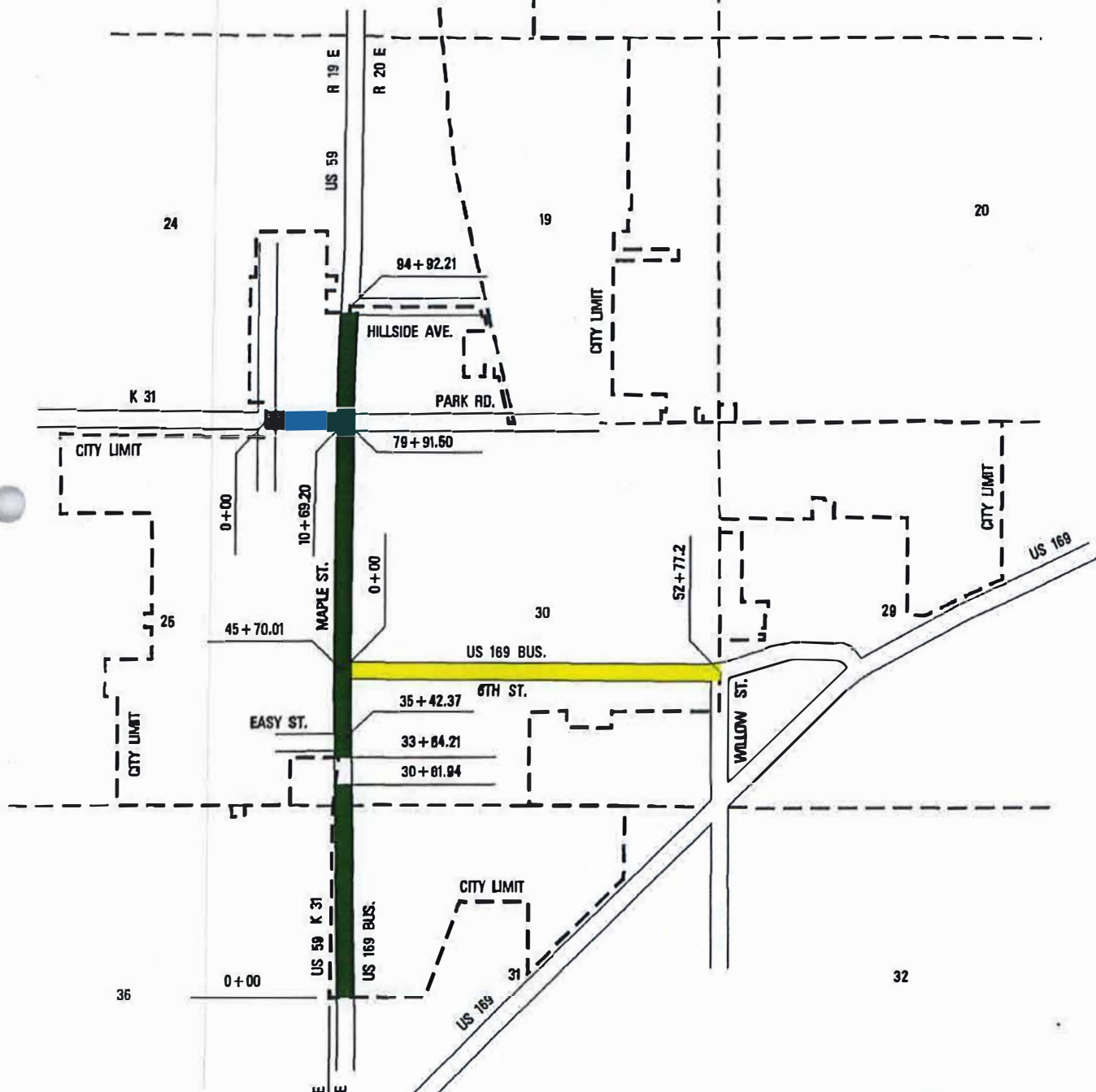
Steve Matz

for Secretary of Transportation
 of the State of Kansas

**RESOLUTION SKETCH
GARNETT
ANDERSON COUNTY**

DIST. 4

T. 20 S., R. 19-20 E.



LEGEND

- 2 LANE
- 4 LANE

CITY CONNECTING LINK MILEAGE

	K 31	0.202	MILES
	US 59	1.740	MILES
	US 169 BUS.	0.999	MILES

KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT

This agreement is made between the Secretary of Transportation of the State of Kansas, hereinafter referred to as Secretary, and the City of GARNETT, Kansas, hereinafter referred to as city.

1. In accordance with the provisions of K.S.A. 68-416 and agreements thereto, the Secretary agrees to maintain, the following described streets designated as city connecting links in the State highway system, in lieu of payment to the City.

Route Number	DESCRIPTION	Number of Lanes	*Route Kilometers/Miles	*Late Kilometers/Miles
K-31	Beginning on K-31 at a point 1,069.20 ft. west of US-59 (Maple Street), thence east to US-59.	2	0.202	0.404
US-59	Beginning on US-59 (Maple Street) at the south line of the NW 1/4 of Section 31, T20S, R20E, thence north to a point which is 178.16 ft. south of Easy Street, thence north to the south line of Hillside Ave.	2	1.740	3.480
US-169 Bus.	Beginning on 6th Street at the junction of Maple Street (US-59), thence east to the center of Willow St.	2	0.999	1.998

* In computing net Kilometers/Miles where routes overlap, use Kilometers/Miles of one route only.

Distribution:

- Bureau of Fiscal Services (Original)
- City
- District Office
- Bureau of Local Projects
- Bureau of Construction and Maintenance
- Bureau of Design
- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Area Engineer
- Metro Engineer

Total Route Kilometers/Miles	2.941	
Total Lane Kilometers/Miles		5.882
Two Lane	_____	_____
Four Lane	_____	_____
Five Lane	_____	_____
Six Lane	_____	_____
Seven Lane	_____	_____
TOTAL		5.882

CITY CONNECTING LINK MAINTENANCE AGREEMENT

2. Maintenance under paragraph 1. of the agreement shall be all maintenance obligations except for;

- 2.1 Installation and maintenance of parking meters and pavement markings for parking lanes.
- 2.2 Maintenance of sidewalks except on structures
- 2.3 Installation and maintenance of street illumination systems.
- 2.4 Maintenance of automated traffic control devices.
- 2.5 Enclosed lengths of storm drainage systems which parallel the street or highway.
- 2.6 Snow removal where parking is permitted.
- 2.7 Signs and markings for pedestrian and school crosswalks.
- 2.8 Local directional signs, street signs, parking/no parking signs.
- 2.9 Special Exceptions:

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This agreement shall be in addition to any Special Maintenance Agreement for City Connecting Links pursuant to K.S.A. 68-416(a) entered into by and between the parties and shall supersede and terminate any previously existing agreement entered into prior to 1979.

5. This agreement may be terminated by either party thirty days after written notice of the intention to terminate is given to the other party, or by execution of a subsequent City Connecting Link Maintenance Agreement

6. This agreement may be supplemented, amended or modified only by written agreement of the parties.

7. By entering into this agreement, the SECRETARY does not waive or alter his rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this agreement.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The Maintenance Sketch map(s) attached hereto as numbered attachment(s), showing the maintenance responsibilities of the parties, is(are) hereby fitly incorporated in and made a part of this Agreement.

9. For purposes of this agreement, the following lanes are designated as parking lanes:

None

This agreement will become effective the 16th day of April 19 98

SECRETARY OF TRANSPORTATION

By: *Alvin D. ...*
Title: Director of Operations

4/16/98
Date

Attest:

City of Garnett, Kansas

Joyce E. Martin
Joyce Martin City Clerk

Janice Hodgson
Janice Hodgson Mayor

3-24-98
Date

RECOMMENDED

Dee E. Kimbell
Dee E. Kimbell District Engineer

D. M. Testa
D. M. Testa Chief, Bureau of Construction and Maintenance

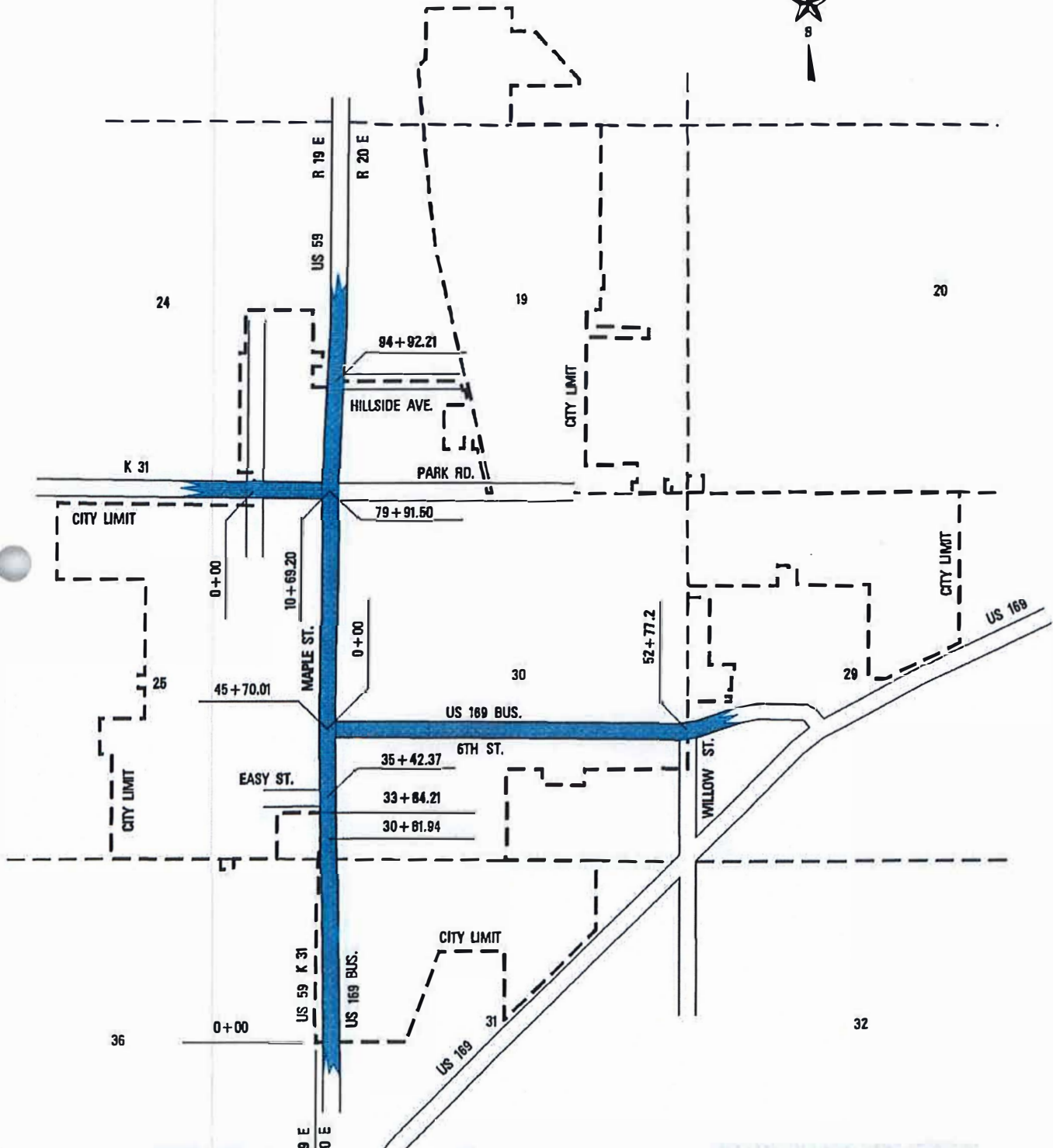
MAINTENANCE SKETCH

DIST. 4

GARNETT

ANDERSON COUNTY

T. 20 S., R. 19-20 E.



MAINTAINED BY

- CITY
- KDOT

LEGEND

- 2 LANE
- 4 LANE

CITY CONNECTING LINK MILEAGE

K 31	0.202 MILES
US 59	1.740 MILES
US 169 BUS.	0.999 MILES

District No. 4
City Garnett (250)
County Anderson (002)

KANSAS DEPARTMENT OF TRANSPORTATION
COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

Total Lane ~~Kilometers~~/Miles 5.882
Total Lane ~~Kilometers~~/Miles maintained by Secretary of Transportation pursuant to City Connecting Link Maintenance Agreement No. 4-2503 5.882
Total Lane ~~Kilometers~~/Miles maintained by Secretary of Transportation pursuant to Special Maintenance Agreement City Connecting Link No. _____ N/A
Total Lane ~~Kilometers~~/Miles maintained by City None

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Kilometers/Miles, _____
at _____ per Traffic Lane Kilometer/Mile = _____
Total Annual Payment _____
Quarterly Payment _____

RECOMMENDED: Dee E. Kimbell 4-9-98
Dee E. Kimbell, District Engineer Date
SECRETARY OF TRANSPORTATION
By: Steve Melif 4/16/98
Title: Director of Operations Date

APPROVED:
City of: Garnett, Kansas
Janice Hodgson 3-24-98
Janice Hodgson, Mayor Date
Attest: Joyce E. Martin 3-24-98
Joyce Martin, City Clerk Date

Distribution:

Bureau of Fiscal Services (Original)
City
District Office
Bureau of Local Projects
Bureau of Construction and Maintenance
Bureau of Design
Bureau of Transportation Planning
Bureau of Traffic Engineering
Area Engineer
Metro Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

District No. 4

RESOLUTION

DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this 4TH day of APRIL 1998, that pursuant to the provisions of K.S.A. 68-406 and amendments thereto; the following described streets in the city of GARNETT, County of ANDERSON be designated as connecting links in the State Highway System.

ROUTE NUMBER	DESCRIPTION	# LANES	ROUTE MILES	LANE MILES
K 31	Beginning on K 31 at a point 1,069.20 ft. west of US 59 (Maple St.), thence east to US 59.	2	0.202	0.404
US 59	Beginning on US 59 (Maple St.) at the south line of the NW 1/4 of section 31, T20S, R20E, thence north to a point which is 480.43 feet south of Easy St., and beginning again at a point which is 178.16 ft. south of Easy St., thence north to the south line of Hillside Ave.	2	1.740	3.480
US 169 BUS.	Beginning on 6th St. at the junction of Maple St.(US 59), thence east to the center of Willow St.	2	0.999	1.998

NOTE: This resolution cancels and supersedes the previous resolution dated April 1 1981

*In computing net mileage where routes overlap, use mileage of one route only.

RECOMMENDED

James E. Tolva
 Chief of Transportation Planning

RECOMMENDED

John C. Kimball
 District Engineer

DISTRIBUTION:

- Bureau of Fiscal Services
- City
- District Office
- Bureau of Local Projects
- Bureau of Construction and Maintenance
- Bureau of Design
- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Metro Engineer
- Area Engineer

Total Route Miles:	2.941
TOTAL LANE MILES:	
Two Lane.....	5.882
Four Lane.....	
Five Lane.....	
Six Lane.....	
Seven Lane.....	
TOTAL	5.882

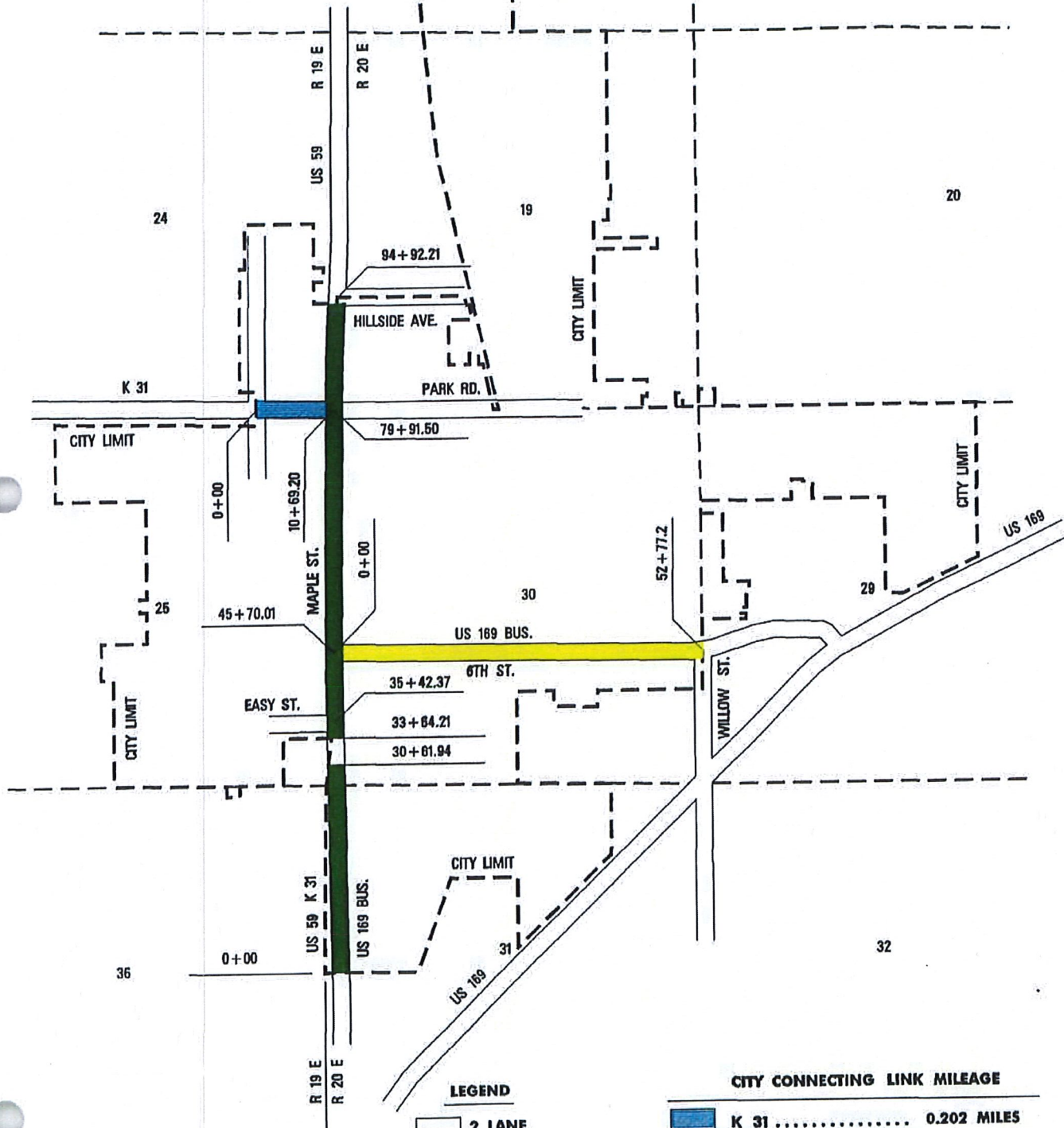
Steve Maly

Secretary of Transportation
 of the State of Kansas

**RESOLUTION SKETCH
GARNETT
ANDERSON COUNTY**

DIST. 4




T. 20 S., R. 19-20 E.



LEGEND

-  2 LANE
-  4 LANE

CITY CONNECTING LINK MILEAGE

	K 31	0.202 MILES
	US 59	1.740 MILES
	US 169 BUS.....	0.999 MILES

**KANSAS DEPARTMENT OF TRANSPORTATION
CITY CONNECTING LINK MAINTENANCE AGREEMENT**

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K-31	Beginning on K-31 at a point 1,069.20 ft. west of US-59 (Maple Street), thence east to US-59.	2	0.202	0.404
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* In computing net Kilometers/Miles where routes overlap, use Kilometers/Miles of one route only.

Distribution:

- Bureau of Fiscal Services (Original)
- City
- District Office
- Bureau of Local Projects
- Bureau of Construction and Maintenance
- Bureau of Design
- Bureau of Transportation Planning
- Bureau of Traffic Engineering
- Area Engineer
- Metro Engineer

Total Route Kilometers/Miles	2.941	
Total Lane Kilometers/Miles		
Two Lane	_____	5.882
Four Lane	_____	_____
Five Lane	_____	_____
Six Lane	_____	_____
Seven Lane	_____	_____
TOTAL		5.882

CITY CONNECTING LINK MAINTENANCE AGREEMENT

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- 2.1 Installation and maintenance of parking meters and pavement markings for parking lanes.
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- 2.3 Installation and maintenance of street illumination systems.
- 2.4 Maintenance of automated traffic control devices.
- 2.5 Enclosed lengths of storm drainage systems which parallel the street or highway.
- 2.6 Snow removal where parking is permitted.
- 2.7 Signs and markings for pedestrian and school crosswalks.
- 2.8 Local directional signs, street signs, parking/no parking signs.
- 2.9 Special Exceptions:

3. Maintenance obligations under this agreement do not include major bridge repair for which the SECRETARY and the CITY may enter into a separate agreement. Major bridge repair shall mean:

- 3.1 Major Deck Repair
- 3.2 Girder Repair
- 3.3 Abutment Repair
- 3.4 Pier Repair
- 3.5 Bridge Painting

4. This agreement shall be in addition to any Special Maintenance Agreement for City Connecting Links pursuant to K.S.A. 68-416(a) entered into by and between the parties and shall supersede and terminate any previously existing agreement entered into prior to 1979.

5. This agreement may be terminated by either party thirty days after written notice of the intention to terminate is given to the other party, or by execution of a subsequent City Connecting Link Maintenance Agreement

6. This agreement may be supplemented, amended or modified only by written agreement of the parties.

7. By entering into this agreement, the SECRETARY does not waive or alter his rights granted by any statute or agreement with the CITY to approve the installation of traffic control devices, entrances and parking lanes, or any other right granted by statute or agreement concerning the city connecting links covered by this agreement.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The Maintenance Sketch _____ map(s) attached hereto as numbered attachment(s), showing the maintenance responsibilities of the parties, is(are) hereby fitly incorporated in and made a part of this Agreement.

9. For purposes of this agreement, the following lanes are designated as parking lanes:

None

This agreement will become effective the 16th day of April 19 98

SECRETARY OF TRANSPORTATION

By: *Allen Maly*
Title: Director of Operations

4/16/98
Date

Attest:

City of Garnett, Kansas

Joyce E. Martin
Joyce Martin City Clerk

Janice Hodgson
Janice Hodgson Mayor

3-24-98
Date

RECOMMENDED

Dee E. Kimbell
Dee E. Kimbell District Engineer

D. M. Testa
D. M. Testa Chief, Bureau of Construction and Maintenance

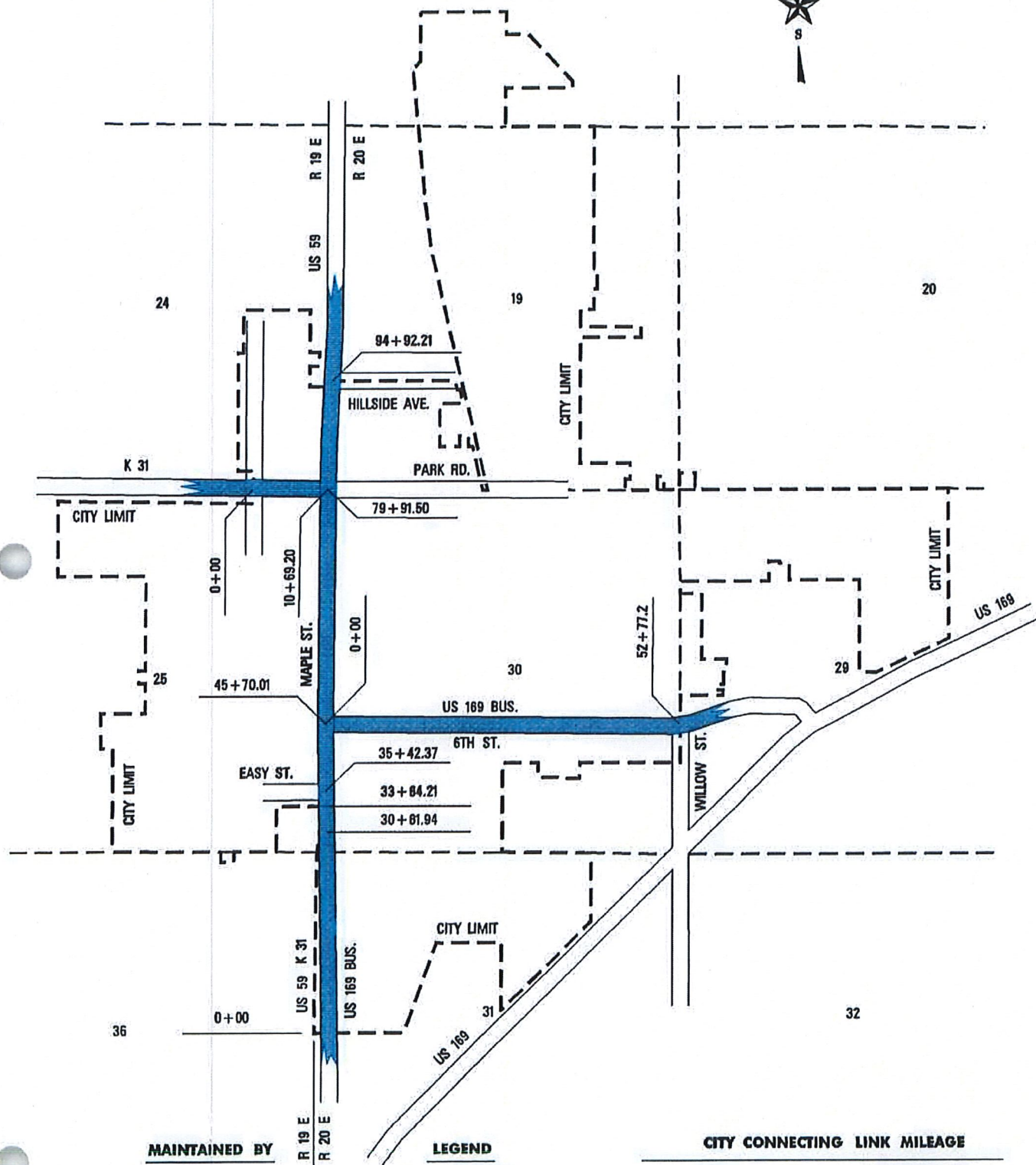
MAINTENANCE SKETCH

DIST. 4

GARNETT

ANDERSON COUNTY

T. 20 S., R. 19-20 E.



MAINTAINED BY

- CITY
- KDOT

LEGEND

- 2 LANE
- 4 LANE

CITY CONNECTING LINK MILEAGE

K 31	0.202 MILES
US 59	1.740 MILES
US 169 BUS.	0.999 MILES

District No. 4
City Garnett (250)
County Anderson (002)

KANSAS DEPARTMENT OF TRANSPORTATION
COMPUTATION OF CITY CONNECTING LINK PAYMENT TO CITY

Total Lane Kilometers /Miles	<u>5.882</u>
Total Lane Kilometers /Miles maintained by Secretary of Transportation pursuant to City Connecting Link Maintenance Agreement No. <u>4-2503</u>	<u>5.882</u>
Total Lane Kilometers /Miles maintained by Secretary of Transportation pursuant to Special Maintenance Agreement City Connecting Link No. _____	<u>N/A</u>
Total Lane Kilometers /Miles maintained by City	<u>None</u>

Pursuant to the provision of K.S.A. 68-416, and amendments thereto, the city shall be paid quarterly for the maintenance of city connecting links on the following basis:

Total Lane Kilometers/Miles, _____
at _____ per Traffic Lane Kilometer/Mile = _____
Total Annual Payment _____
Quarterly Payment _____

RECOMMENDED: Dee E. Kimbell 4-9-98
Dee E. Kimbell, District Engineer Date
SECRETARY OF TRANSPORTATION
By: Steve Melif 4/16/98
Title: Director of Operations Date

APPROVED:

City of: Garnett, Kansas
Janice Hodgson 3-24-98
Janice Hodgson, Mayor Date
Attest: Joyce E. Martin 3-24-98
Joyce Martin, City Clerk Date

Distribution:

Bureau of Fiscal Services (Original)
City
District Office
Bureau of Local Projects
Bureau of Construction and Maintenance
Bureau of Design
Bureau of Transportation Planning
Bureau of Traffic Engineering
Area Engineer
Metro Engineer



Special Event Request

131 West Fifth Avenue
 P.O. Box H
 Garnett, Kansas 66032
 785.448.5496

09/07/2022 Date Received
 _____ Date Approved
 _____ Date Notified of Approval

The purpose of this application is to schedule with the City of Garnett the necessary infrastructure provisions that will help your special event run smoothly and safely. **Please note this request should be submitted at least 21 working days prior to your event.**

09/07/2022

Today's Date (Date of Request)

Neighborhood block party

Name of Event

Corner of Madison & Cedar

Location of Event

3 pm at corner of Madison & Cedar

When and what time will set up for the event begin?

How many event staff will be at this event?

How many spectators/attendees do you expect will attend?

Total:

10/1/2022

Date of Event

4 pm-10 pm

Start and End Time of Event

By 10 pm

When will tear down be complete?

All neighbors

30

40

Block party to meet neighbors and socialize

Purpose of Event

Parkview edition neighbors

325 Madison

785-304-0355

Name of Organization making request

Address

Phone

Sheila Wilson

sheilalickteigwilson@yahoo.com

Name of Contact

Email

Phone

Sheila Wilson

Contact on-call during event

Cell Phone

Michael Wilson

785-304-0547

Alternate Contact

Cell Phone

Special Event Checklist

Please check the following:

- Use of city property for a special event requires a written agreement and approval by the City Commission. Please check here to acknowledge that your agreement has been approved.
- Proof of Insurance secured and a Certificate of Insurance has been provided to City Clerk with City of Garnett listed as additional insured.
- Will alcohol be a part of this event? Yes No
- Will fireworks be a part of this event? Yes No
- Does your event require street closures? Yes No
If "Yes" have you contacted the businesses/residents affected by the street closure? This may be required by the City Commission in order to receive approval.
- Does your event require paint on pavement, ground or grass areas to mark routes, etc? Yes No
Please note the City prefers the use of water soluble paint.
- Will you be placing portable restrooms to accommodate your event's needs: Yes No

Included in location is the use of:

Public Street(s), specify: Corner of Madison and Cedar-Corner of Monroe and Cedar
Please attach a plan or sketch to this form. Include closure of streets, parade route or event lay-out.

North Lake Park, including:

- Football Stadium Batting Cages Soccer Field Lake Garnett
- Clubhouse Bend Campsite (East) Red Jacket Corner Campsite (Dam Area)
- East Shelter West Shelter Sand Volleyball Nature Trail
- Field #1 (Top) Field #2 (Legion) Field #3 (Optimist) Field 4 (North)
- Lake Road Other: _____

Please note - Contact the following to reserve facilities in the North Lake Park:

- Garnett Municipal Pool: Pool manager during pool hours, 785.448.6313
- Garnett Recreation Center: Rec Center Office, 785.448.3023
- Community Building, Quonset Hut: Anderson County Clerk's Office, 785.448.6841
- Anderson County Fairgrounds: Anderson County Fair Board, 785.448-6826
- Prairie Spirit Rail Trail: Trent McCown, Trail Manager, 785.448.2627

Veteran's Memorial Park, including:

- Wilderness Camping RV Camping Area Crystal Lake
- Other: _____

Cedar Valley Reservoir, including:

- Reservoir (Lake) Describe area to be used for event: _____

Other City Facility, please specify: _____

Consult the Community Guide (Business Directory) for "other" facility contacts or for help call City Hall, 785.448.5496.

Requests

Please mark all requests:

X Street Closure - Please describe: Madison Street, Corner of Monroe and Cedar. Corner of Jackson and Cedar (Jackson will not be blocked)
4 # of Barricades 0 # of Cones Corner of Drop off location: Corner of Madison and Cedar

No Traffic Control by Law Enforcement - Specify Location: None
 Start Time: _____ End Time: _____

No Traffic Lights Flashing on Highway 59 - Start Time: _____ End Time: _____

No Extra Trash Barrels - # of Barrels _____ Drop off location: _____

No Extra Trash Dumpsters - # of Dumpsters _____ Drop off location: _____

No Electricity - Please attach additional documentation with a description of how many outlets, amps, etc., and include a map showing location. Please visit with Electric Department prior to submitting this request. (Please note: It may be helpful to include the contact and phone number of food vendors.)

No Other: _____

REQUIREMENT: All barricades, cones, barrels, and any and all items borrowed or used must be returned to the drop off location by the completion of "tear down" date specified in this request.

Please be advised that while most requests of facilities and infrastructure may be free of charge the City at any time can implement charges and fees and in those instances the contact listed on this form will be informed in writing prior to the event.

I, the undersigned, certify the information provided in this event form is complete to the best of my knowledge and my signature indicates that I am responsible to see that all provisions on the behalf of this event will be fulfilled. I agree to comply with all statutes, City ordinances and general instructions and special conditions issued by the City in connection with the approval of the Special Event Request.

Signed:  Date: 9/7/2022

If you have any questions please contact the City of Garnett at 785.448.5496. Upon completion, please return this request form to the following: **City of Garnett, 131 W. 5th Avenue, P.O. Box H, Garnett, KS, 66032.**

FOR OFFICIAL USE

Notifications:	Notification Date		Notification Date
____ City Manager/Commission	Date: _____	____ Electric Department	Date: _____
____ Park Department	Date: _____	____ Police	Date: _____
____ Street Department	Date: _____	____ Other: _____	Date: _____

PETITION FOR COMMUNITY IMPROVEMENT DISTRICT (CID)

(Address: 504 N Maple St., Garnett, Kansas 66032)

To: The City of Garnett, Kansas (the “City”)

Guffey Properties, LLC, a limited liability company (the “**Petitioner**”) is the contract purchaser of certain real property legally described on *Exhibit A* attached hereto and incorporated herein by reference (the “**Petitioner Property**”). Petitioner desires the City establish a Community Improvement District (“**CID**”) over the Petitioner Property, generally described in *Section 1.a.* herein and authorize the proposed CID project described herein.

The Petitioner owns in fee simple more than 55% of the land area within the proposed CID and more than 55% of the land measured by assessed value of the land area within the proposed CID. As such, Petitioner hereby requests that the City establish a CID over the Petitioner Property and authorize the proposed CID project described in *Section 2* herein (hereinafter defined as the “**Project**”) in the manner provided by K.S.A. 12-6a26 *et seq.* (the “**CID Act**”) for the purpose of financing, in part, the CID Reimbursable Costs (hereinafter defined) associated with the Project.

The Petition states as follows:

1. MAP AND LEGAL DESCRIPTION OF THE PROPOSED CID

- a The area proposed to be included in the community improvement district (the “**District**”) includes the property legally described on *Exhibit A* (the “**CID Property**”).
- b A general map depiction of the proposed District is attached hereto as *Exhibit B* and incorporated herein by reference.
- c The name of the proposed District is the “Guffey Community Improvement District.”

2. GENERAL NATURE OF THE PROJECT

The general nature of the CID Project consists of the construction of a single tenant retail facility and demolition of existing structures, surface parking, sidewalks, landscaping, site development, surface remediation and reclamation and associated infrastructure on the Petitioner Property. The Petitioner is requesting that revenues generated from a CID Sales Tax be used to pay for or reimburse some or all of the Project costs. The general components of the Project include but are not limited to such items as demolition, site preparation and development, construction of a building and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and any other items or uses associated with the CID Project as authorized by the Act. The CID Eligible Costs are described on *Exhibit C* attached hereto and incorporated herein by reference. The Project improvements proposed to be financed, in part, with CID financing consist of any and all improvements associated with the Project, the costs of which are eligible for reimbursement under the CID Act subject to any limitations set forth in the CID Act (the “**CID Reimbursable Costs**”). The CID Reimbursable Costs are generally described on *Exhibit C*.

3. **ESTIMATED COST OF THE PROJECT**

The estimated total cost of the proposed Project is approximately \$1,505,000.

4. **PROPOSED METHOD OF FINANCING**

The Project is proposed to be financed initially through a combination of private equity, private debt and Pay-as-you-go financing, as defined in the CID Act. Petitioner will be reimbursed for CID Reimbursable Costs from a CID sales tax generated solely from the Project constructed on the CID Property and such reimbursement shall be made in accordance with the provisions set forth in an approved Development Agreement (the “**Development Agreement**”) to be entered into between the City and Petitioner.

5. **PROPOSED AMOUNT AND METHOD OF ASSESSMENT**

No special assessments shall be levied for the District.

6. **PROPOSED AMOUNT OF CID SALES TAX**

The proposed amount of the community improvement district sales tax to be levied over the District (the “**CID Sales Tax**”) is:

one percent (1.0%)

The CID Sales Tax shall be levied for 22 years from the date the State Director of Taxation begins collecting the CID Sales Tax, or such lesser number of years as may be required to produce the revenues sufficient for the payment of the maximum CID Reimbursable Costs identified in *Exhibit C*. Petitioner requests the City notify the Kansas Department of Revenue to commence collection of the CID Sales Tax on within 30 days after a certificate of occupancy is issued for the Project.

7. **NOTICE TO SIGNERS**

NAMES MAY NOT BE WITHDRAWN FROM THIS PETITION BY THE SIGNERS AFTER THE GOVERNING BODY BEGINS CONSIDERATION OF THIS PETITION, OR, LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF, WHICHEVER OCCURS FIRST.

8. **ACKNOWLEDGEMENTS**

- a. Petitioner has received, read and understand the City’s CID Policy and agree to comply therewith.
- b. Approval of the proposed Project or this Petition does not eliminate compliance with all applicable zoning, planning, permit and other laws relating to development of the Petitioner Property within the District.

----- **For Office Use Only** -----

This Petition was filed in the office of the Garnett City Clerk this ____ day of _____,
2022.

By: _____
Garnett City Clerk

EXHIBIT A

Legal Description of District

Commencing at the Southwest Corner of Section Nineteen (19), Township Twenty (20), Range Twenty (20), thence North 253 feet, thence East 360 feet, thence South 100 feet, thence West 100 feet, thence South 153 feet, thence West 260 feet to the point of beginning, which is the entire ELLIS ADDITION to the City of Garnett, Anderson County, Kansas.

Commonly known as: 506 N. Maple, Garnett, KS 66032. PID #002091903004012000
Quick Ref ID# R2207.

EXHIBIT B
Depiction of District

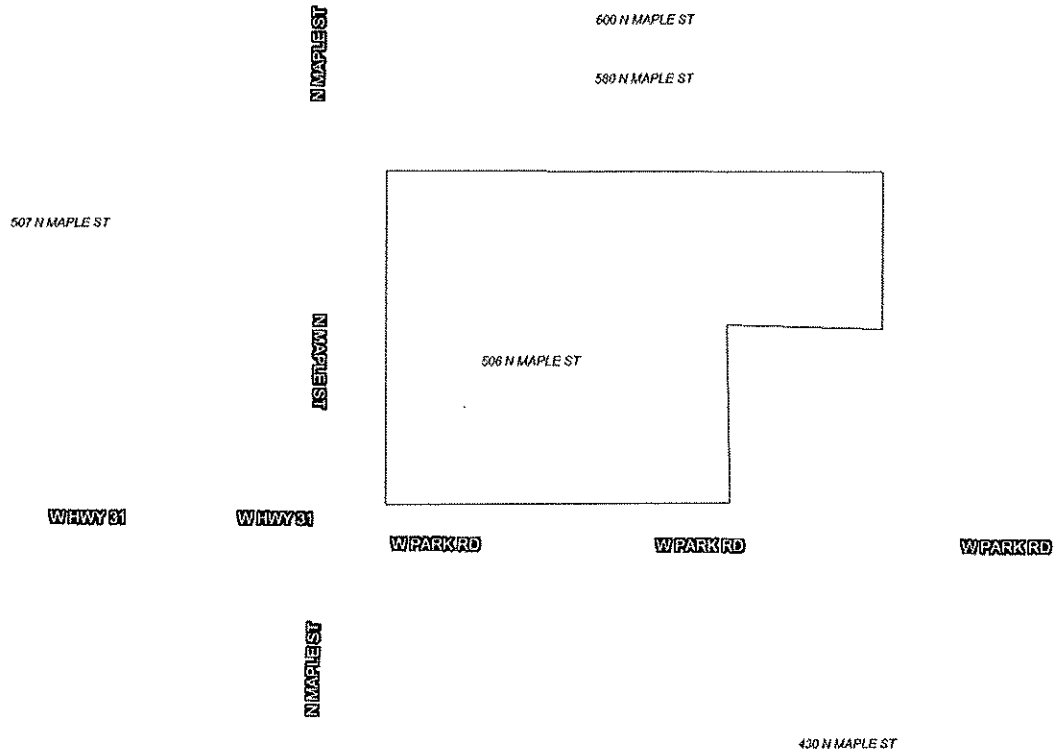


EXHIBIT C

CID ELIGIBLE COSTS

Description of Cost Item	Estimated Cost	Estimated Cost CID
Land Acquisition	\$ 270,000	\$ 270,000
Vertical building, structure and facility improvements,	\$ 835,500	\$ 835,500
Site work, including but not limited to demolition, grading, storm and sanitary sewers, drainage systems, utilities and similar site preparation improvements	\$ 170,000	\$ 170,000
Landscaping and irrigation	\$ 20,000	\$ 20,000
Streetscape, including lighting, street furniture, trash receptacles, walls, and other associated costs	\$15,000	\$15,000
Streets, sidewalks and associated costs and the costs of financing the same.	\$ 50,000	\$ 50,000
Sculptures, fountains and other cultural amenities		\$
Constructing and operating parking lots and parking structures	\$ 90,000	\$ 90,000
Engineering and other professional consultant fees, including commissions however excluding attorney's fees	\$ 39,500	\$ 39,500
Signage	\$15,000	\$ 15,000
Tenant Improvement Costs, including FF&E		\$
Security personnel, equipment and facilities within the CID		\$
Public transportation shelters, facilities and informational kiosks		\$
Providing or contracting for the cleaning, maintenance and other services to public or private property within the CID		\$
Marketing, sales and promotion of tourism and other special events within the CID including but not limited to advertising, decoration of public places, promotion of the events and furnishing music in any public place		\$
Marketing and supporting business activity, development and recruitment of developers and businesses		\$
Ongoing ordinary and necessary maintenance and operational costs as authorized by the CID Act		\$
Estimated Amount of CID Eligible Costs		\$1,505,000
MAXIMUM AGGREGATE CID REIMBURSABLE COSTS REQUESTED		\$1,505,000

REDEVELOPMENT PROJECT PLAN GUFFEY PROPERTIES, LLC TIF DISTRICT

In accordance with K.S.A. 12-1770 *et seq.*, as amended (the "**Act**"), to promote, stimulate and develop the general and economic welfare of the city of Garnett, Kansas ("**City**"), the Garnett City Commission adopted Ordinance No. 4238 (the "District Ordinance") on June 14, 2022, establishing a Redevelopment (TIF) District (the "**Guffey Properties, LLC TIF District**"). The Guffey Properties, LLC TIF District includes approximately one (1) acre located at 506 N. Maple Street, Garnett, Kansas and legally described in attached **Exhibit A**.

The Act allows one or more TIF projects to be undertaken by a city within an established district and any such project plan may be implemented in separate development stages.

The City desires to establish a project plan in the Guffey Properties, LLC TIF District in accordance with the District Plan approved by the District Ordinance. The project plan ("**Project Plan**") area is coterminous with the Guffey Properties, LLC TIF District, and the owner/developer is Guffey Properties, LLC, a limited liability company (the "**Developer**"). The improvements anticipated within the Project Plan Area are the demolition of existing improvement on the site and construction of an approximate 10,500 square foot retail store and related improvements (the "**Project**").

The Project Plan shall extend for a period of twenty (20) years from the date the Project Plan is approved by the City (the "**Project Plan Term**"). One-half cent of the City's sales tax and the incremental ad valorem property taxes (as defined by the Act) generated from the real property within the Project Plan Area during the Project Plan Term in excess of the amount of real property taxes collected for the base year assessed valuation shall constitute the "**TIF Revenues**". In accordance with the Act and in cooperation with the Planning Commission, the City prepared the Project Plan.

1. **Comprehensive Feasibility Study.**

City Staff obtained a Financial Feasibility Study ("**Feasibility Study**") for the Project Plan which is attached hereto as **Exhibit B**. Projections on development in the Project Plan Area were provided by the Developer. The Feasibility Study incorporates a number of assumptions, including a constant mill levy of 187.7590. The mill levy may vary each year of the TIF Term based on legislative actions and budgetary decisions made by the individual taxing jurisdictions. It also assumes property tax collection at 100%, Project completion by December 31, 2023 and a 1.5% annual increase in appraised valuation after the Project is fully constructed and stabilized.

The Developer will advance funds necessary to construct the Project and to pay the costs associated with the estimated and approved, private TIF eligible

reimbursable costs set forth generally on **Exhibit C** attached hereto (the “**TIF Reimbursable Costs**”), and it is contemplated that Developer will subsequently be reimbursed with TIF Revenues received by the City on a “pay-as-you-go” basis. Such advances and reimbursements will be made in accordance with the terms of a Development Agreement executed by the Developer and the City (the “**DA**”). The TIF Reimbursable Costs are set forth in more detail in the DA. No bonds of the City will be issued to finance any portion of the Project.

There is an estimated total of \$684,500 in TIF Reimbursable Costs identified with the Project Plan along with an estimated administration fee to the City of \$14,000, but reimbursement of TIF Reimbursable Costs is dependent upon the amount of TIF Revenues generated within the Project Plan Area during the Project Plan Term and received by the City, and shall be paid in accordance with the amount, priority and duration set forth in the DA. In no event will any TIF Reimbursable Costs be reimbursed in an amount that exceeds the amount of TIF Revenues available.

The Feasibility Study indicates that if projected development, assessed values and tax revenues are accurate, TIF Revenues will be sufficient to reimburse the Developer for a portion of the approved TIF Reimbursable Costs. Other revenue sources, including but not limited to private equity, are available to meet TIF Reimbursable Costs and other private development costs associated with the Project. TIF Reimbursable Costs must (1) be reasonably approved by the City in accordance with the terms of the DA; (2) meet the definition of “redevelopment project cost” set out in K.S.A. 12-1770a(o), as amended; (3) be an eligible expense under any City-adopted TIF Policy and/or Procedures, unless otherwise permitted in the DA; (4) be authorized in this Project Plan; and (5) be in compliance with the terms for reimbursement and prioritization described with particularity in the DA.

The City anticipates reimbursing Developer for the TIF Reimbursable Costs incurred and paid by the Developer with available TIF Revenues generated during the twenty (20) year Project Plan Term. Based on the current projections and cash flow analysis contained in the Feasibility Study, it is determined that the Project benefits, TIF Revenues and other available revenues, exceed the TIF Reimbursable Costs, and that the TIF Revenues and other available revenue sources, including private revenue sources for the private costs, should be sufficient to pay for such TIF Reimbursable Costs.

In summary, assuming Project Plan approval in the fall of 2022 with construction commencing within six (6) months after and completion of all improvements no later than December 31, 2023, the City anticipates the captured sales tax and ad valorem property tax increment will generate approximately \$898,089.00 over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs, the City shall be under no obligation to provide financial assistance to Developer beyond the TIF Revenues actually generated from the Project Plan Area in accordance with the distribution formula and term set out in

the DA. A summary of the feasibility assumptions and Estimated Total TIF Revenue Projection is included in **Exhibit D**.

2. Map of Redevelopment Project Plan Area.

A map of the Project Plan Area is attached as **Exhibit E**.

3. Relocation Assistance Plan.

No relocation will occur as a result of the Project Plan and therefore no relocation assistance plan is provided.

4. Description of the Building and Facilities Proposed to be constructed.

The improvements anticipated within the Project Plan Area are the construction of an approximate 10,500 square foot retail building. TIF Reimbursable Costs incurred as a result of the Project Plan include, but are not limited to, acquisition costs, architectural and engineering costs associated with the site improvements (except vertical structures), infrastructure improvements, site development, surface parking, lighting, landscaping, hardscape, utilities located within the right-of-way, sidewalks and related site amenities. The Private TIF Reimbursable Costs will be described in more detail in the DA.

5. Other Relevant Information.

- a. Reimbursement of TIF Reimbursable Costs shall be made from captured sales tax and ad valorem property tax increment (as defined in the Act) actually received by the City from the Project Plan Area and deposited into the special fund established by the City in accordance with K.S.A. 12-1778 (the "**Guffey Properties, LLC Project Plan Fund**").
- b. If sufficient TIF Revenues are not available to pay all of the TIF Reimbursable Costs, the City is under no obligation to reimburse TIF Reimbursable Costs from any other source. The Developer has petitioned the City for the creation of a Community Improvement District that will levy a 1% sales tax that can be used to satisfy TIF Reimbursable Costs, among other things.
- c. Prior to any reimbursement of TIF Reimbursable Costs, Developer shall enter into a separate, valid and enforceable DA with the City. The procedure for distribution, reimbursement and priority of payment of TIF Reimbursable Costs shall be set out in the DA and consistent with this Project Plan.

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT AND PROJECT PLAN AREA

Commencing at the Southwest Corner of Section Nineteen (19), Township Twenty (20), Range Twenty (20), thence North 253 feet, thence East 360 feet, thence South 100 feet, thence West 100 feet, thence South 153 feet, thence West 260 feet to the point of beginning, which is the entire ELLIS ADDITION to the City of Garnett, Anderson County, Kansas.

Together will all rights of way adjacent thereto

Commonly known as: 506 N. Maple, Garnett, KS 66032. PID
#002091903004012000
Quick Ref ID# R2207.

EXHIBIT B
FEASIBILITY STUDY

**EXHIBIT C
TIF Reimbursable Costs**

The following items are estimated TIF eligible costs for reimbursement with TIF Revenues generated from the Project. The priority and duration of reimbursement is set forth in the DA.

Description of Expenditure	Reimbursement to:	Estimated Reimbursement
Private TIF Reimbursable Costs paid by Developer, excluding the TIF Fee, but including: Property acquisition; site development; A/E (excluding vertical buildings owned or leased by the Developer); water mains; surface parking; landscaping, lighting, sidewalks, and similar amenities; and private streets.	Developer	\$669,500
Eligible City Expenses Paid by Developer excluding annual administrative TIF fee but including: publication fees, mailing fees, City attorney fees, City special counsel fees	Developer	15,000
Total Maximum Aggregate of Eligible TIF Reimbursable Costs to Developer		\$684,500
City Annual Administrative TIF Fee: 2% of the annual TIF Revenues	City	<u>14,000</u>
Total Maximum Aggregate of Eligible TIF Reimbursable Costs		\$698,500

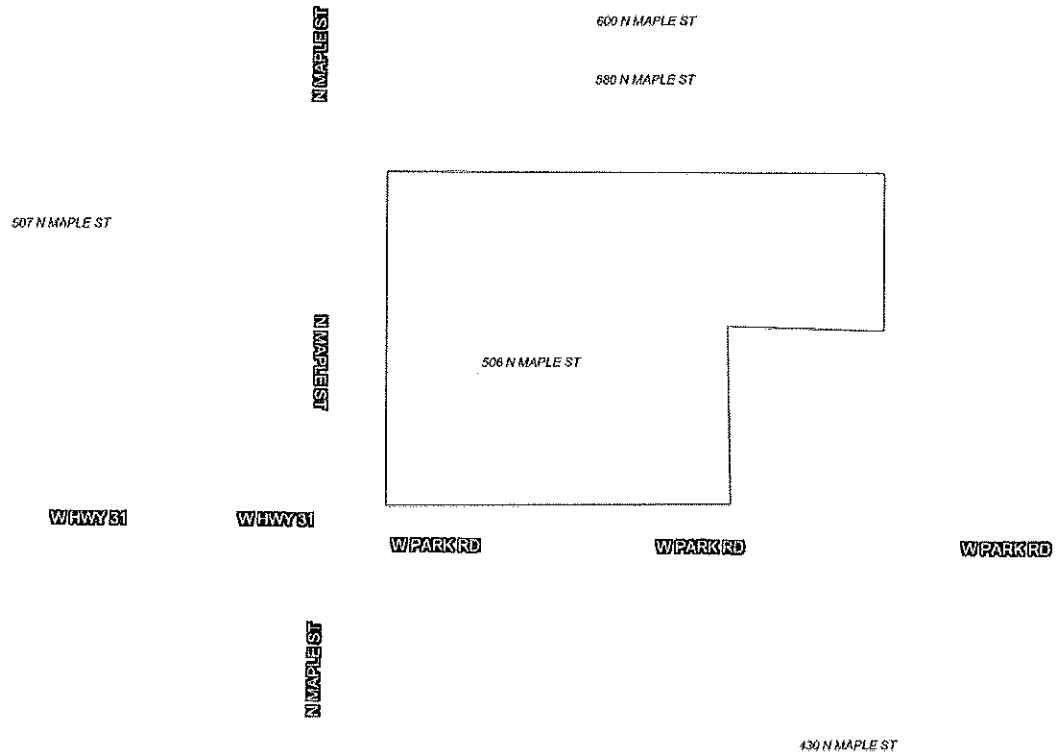
Notwithstanding any other provision of this Plan to the contrary, reimbursable expenditures shall at all times be consistent with the Act, including judicial interpretation of the Act.

EXHIBIT D PROJECTIONS

PROJECT COMPONENT	Appraised Value (Stabilized)	Assessed Value	Appraised Value (Current)	Current Base Assessed Value	Current Sales	Initial Projected Sales	Stabilization Year
Barnett, KS	\$1,000,000	\$250,000	\$215,840	\$53,960	\$0	\$1,200,000	2024
TOTAL:	\$1,000,000	\$250,000	\$215,840	\$53,960	\$0	\$1,200,000	
Commercial Assessment:	25%						

Year	Base Assessed Value	Projected Assessed Value	Projected Sales	Projected Sales Tax Increment Increase	City Sales Tax Increment	Total TIF Revenue	CID Revenue
1	\$53,960	\$250,000	\$1,200,000	\$1,200,000	\$8,000	\$31,025	\$12,000
2	\$53,960	\$253,750	\$1,200,000	\$1,200,000	\$8,000	\$31,619	\$12,000
3	\$53,960	\$257,556	\$1,400,000	\$1,400,000	\$7,000	\$32,221	\$14,000
4	\$53,960	\$261,420	\$1,400,000	\$1,400,000	\$7,000	\$32,832	\$14,000
5	\$53,960	\$265,341	\$1,600,000	\$1,600,000	\$8,000	\$33,453	\$16,000
6	\$53,960	\$269,321	\$1,600,000	\$1,600,000	\$8,000	\$34,083	\$16,000
7	\$53,960	\$273,361	\$1,600,000	\$1,600,000	\$8,000	\$34,722	\$16,000
8	\$53,960	\$277,461	\$1,600,000	\$1,600,000	\$8,000	\$35,371	\$16,000
9	\$53,960	\$281,623	\$1,600,000	\$1,600,000	\$8,000	\$36,030	\$16,000
10	\$53,960	\$285,847	\$1,600,000	\$1,600,000	\$8,000	\$36,698	\$16,000
11	\$53,960	\$290,135	\$1,600,000	\$1,600,000	\$8,000	\$37,377	\$16,000
12	\$53,960	\$294,487	\$1,600,000	\$1,600,000	\$8,000	\$38,066	\$16,000
13	\$53,960	\$298,905	\$1,600,000	\$1,600,000	\$8,000	\$38,765	\$16,000
14	\$53,960	\$303,388	\$1,600,000	\$1,600,000	\$8,000	\$39,474	\$16,000
15	\$53,960	\$307,939	\$1,600,000	\$1,600,000	\$8,000	\$40,194	\$16,000
16	\$53,960	\$312,558	\$1,600,000	\$1,600,000	\$8,000	\$40,925	\$16,000
17	\$53,960	\$317,246	\$1,600,000	\$1,600,000	\$8,000	\$41,667	\$16,000
18	\$53,960	\$322,005	\$1,600,000	\$1,600,000	\$8,000	\$42,421	\$16,000
19	\$53,960	\$326,835	\$1,600,000	\$1,600,000	\$8,000	\$43,185	\$16,000
20	\$53,960	\$331,738	\$1,600,000	\$1,600,000	\$8,000	\$43,961	\$16,000
21			\$1,600,000				\$16,000
22			\$1,600,000				\$16,000
TOTALS					\$154,000	\$744,089	\$340,000
NET PRESENT VALUE		6.00%			\$86,461	\$412,035	\$182,068

EXHIBIT E Project Site



(Published in the *Anderson County Review* on October 4, 2022)

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY OF GARNETT ESTABLISHING THE GUFFEY COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 1.0% CID SALES TAX; PROVIDING FOR THE METHOD OF FINANCING THE SAME; AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

WHEREAS, the City of Garnett, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas (the “State”); and

WHEREAS, the provisions of K.S.A. 12-6a26 *et seq.*, as amended, (the “CID Act”) set forth the procedure for the establishment of a community improvement district (“CID”); and

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act to be known as the Guffey Community Improvement District (the “District”), the completion of a project relating thereto as more particularly described herein (the “Project”) and the imposition of a CID Sales Tax in the amount of 1.0% (the “CID Sales Tax”) in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of one hundred percent (100%) of all land and all of the assessed value within the proposed District, exclusive of land owned by the City for infrastructure purposes; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the Governing Body adopted Resolution No. 2022-11 (the “Resolution”) on August 23, 2022, directing that a public hearing on the proposed District be held September 27, 2022, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the official City newspaper and mailed by United States certified mail, return receipt requested, to each owner or owners of record, whether resident or not, of real property within the proposed District; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on September 27, 2022, the Governing Body conducted a public hearing on the proposed District, the proposed Project related thereto, the method of financing the same and the imposition of the CID Sales Tax; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Project relating thereto, approve the estimated costs of such community improvement district projects, approve the method of financing the same and impose the CID Sales Tax, all in accordance with the provisions of the CID Act; and

WHEREAS, the City and Guffey Properties, LLC, have negotiated the terms of a Development Agreement, dated as of October 4, 2022 (the "Development Agreement") relating to the development of the proposed Project, the distribution of the CID Sales Tax and related matters; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare, including economic development, of the City, to authorize the execution of the Development Agreement and related documents.

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

Section 1. Creation of the District. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby creates the Guffey Community Improvement District within the City and approve the boundaries thereof (the "District"). A legal description of the property within the District is set forth in *Exhibit A* attached hereto and incorporated by reference. A map generally outlining the boundaries of the District is attached hereto as *Exhibit B* and incorporated herein by reference.

Section 2. Authorization of Project. The Project described in the Petition consists of the design, engineering, construction, furnishing and equipping of a single tenant retail facility (the "Project"). The general components of the Project include but are not limited to such items as demolition, site preparation and development, construction of a building and tenant finish improvements, including FF&E, construction of infrastructure and surface parking; ongoing operation and maintenance costs and any other items or uses associated with the Project as authorized by the Act. The Governing Body hereby approves the Project.

Section 3. Estimated Cost. The estimated cost of the Project to be completed within the District is \$1,505,000.

Section 4. Method of Financing. The Project will be financed on a pay-as-you-go basis from revenues received from the imposition the CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the District. There will be no special assessments levied pursuant to the CID Act and there will be no bonds issued pursuant to the CID Act.

Section 5. Imposition of the Community Improvement District Sales Tax. In order to provide for the payment of a portion of the costs of the Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the District in an amount of 1.0% on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the District. The City Clerk shall cause all notices required by the CID Act to be given following passage of this ordinance, specifically including the submittal by the City of a certified copy of this ordinance to the Kansas Department of Revenue ("KDOR") following publication hereof. Such CID Sales Tax shall commence on the first day of the calendar quarter next following the 90th day after receipt

by the KDOR of the certified copy of this Ordinance sent by the City, and remain in effect for 22 years, or such lesser period as may be required for payment from CID Sales Tax revenues of the costs approved for the Project in the Development Agreement, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act

Section 7. Segregation of the Sales Tax Revenues. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Guffey CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis and related expenses described in the Development Agreement.

Section 8. Development Agreement. The Development Agreement, is hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager and as to form by the City Attorney. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance in such final form as are approved by the City Manager, or designate, and the City Attorney, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect thereto.

Section 10. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City. This Ordinance shall be recorded with the Anderson County Register of Deeds.

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PASSED by the City Commission of the City of Garnett, Kansas on September 27, 2022 and
SIGNED by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. _____ (the "Ordinance") of the City of Garnett, Kansas (the "City"); that said Ordinance was passed by the City Commission on September 27, 2022, that the record of the final vote on its passage is found on page _____ of journal _____; that the Ordinance was published in the official newspaper of the City on October 4, 2022; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: October 4, 2022.

City Clerk

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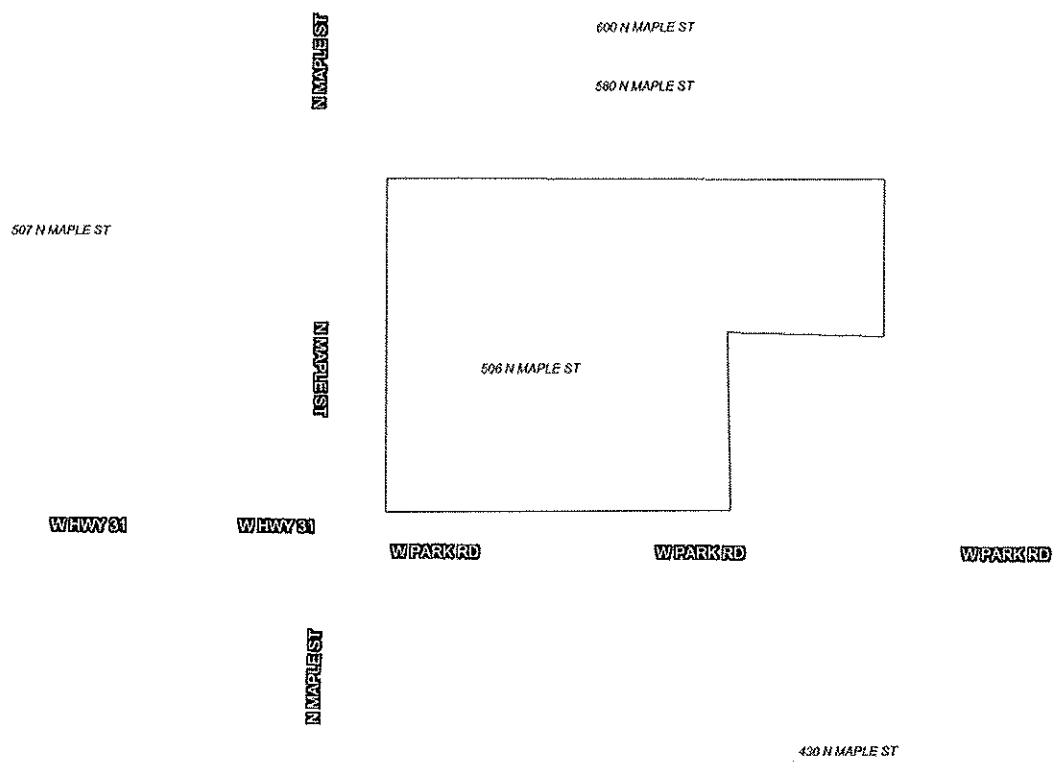
EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

Commencing at the Southwest Corner of Section Nineteen (19), Township Twenty (20), Range Twenty (20), thence North 253 feet, thence East 360 feet, thence South 100 feet, thence West 100 feet, thence South 153 feet, thence West 260 feet to the point of beginning, which is the entire ELLIS ADDITION to the City of Garnett, Anderson County, Kansas.

Commonly known as: 506 N. Maple, Garnett, KS 66032. PID #002091903004012000
Quick Ref ID# R2207.

EXHIBIT B
MAP OF DISTRICT



(Published in the *Anderson County Review* on October 4, 2022)

ORDINANCE NO. []

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS ADOPTING A REDEVELOPMENT PROJECT PLAN FOR THE GUFFEY PROPERTIES, LLC REDEVELOPMENT DISTRICT WITHIN THE CITY.

WHEREAS, the City Commission (the “Governing Body”) of the City of Garnett, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1770, *et seq.*, as amended (the “Act”), the City is authorized to establish redevelopment districts within eligible areas of the City, as said terms are defined in the Act, to approve redevelopment district plans for the completion of redevelopment projects within such redevelopment project areas, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof or from the proceeds of full faith and credit tax increment bonds of the City or special obligation tax increment bonds of the City payable from such described revenues; and

WHEREAS, by Ordinance No. 4238, passed June 14, 2022, and published June 21, 2022 (the “District Ordinance”), the City established a redevelopment district pursuant to the Act designated as the “Guffey Properties, LLC Redevelopment District” (the “District”), and

WHEREAS, the City has prepared a redevelopment project plan for the District (the “Project Plan”) and is considering adoption of the Project Plan; and

WHEREAS, on August 16, 2022, the City of Garnett, Kansas Planning Commission reviewed the proposed Project Plan and adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, a copy of the Project Plan has been delivered by the City to the Board of County Commissioners of Anderson County, Kansas and to the Board of Education of U.S.D. No. 365, Anderson County, Kansas (Garnett); and

WHEREAS, pursuant to the requirements of the Act and Resolution No. 2022-10, adopted August 23, 2022, the Governing Body set a public hearing to consider the adoption of the Project Plan on September 27, 2022, at 6:00 p.m. or as soon thereafter as the matter could be heard, at City Hall, located at 131 West 5th Avenue, Garnett, Kansas; and

WHEREAS, notice of such public hearing was provided as required by the Act; and

WHEREAS, on September 27, 2022, the public hearing was opened, public comment was

received by the Governing Body and the public hearing was closed; and

WHEREAS, the Governing Body is authorized to adopt the Project Plan by ordinance passed by not less than two-thirds vote of the Governing Body; and

WHEREAS, a Development Agreement (the “Development Agreement”) between the City and Guffey Properties, LLC (the “Developer”) has been presented to the Governing Body for consideration in connection with the Project Plan.

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

Section 1. Project Plan Approval. The Project Plan for the redevelopment of the District, together with all attachments and exhibits thereto, which is on file in the office of the City Clerk, is hereby adopted.

Section 2. Development Agreement Approval. The Development Agreement is hereby approved in substantially the form presented to the Governing Body with such alterations, changes or additions as may be approved by the City Manager. The Mayor or Vice Mayor of the City is hereby authorized and directed to execute the Development Agreement and such other documents, statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and as described in the Development Agreement, in such final form as are approved by the City Manager, or designate, and the execution or taking of such actions shall be conclusive evidence of such form, necessity or advisability. The City Clerk or any Deputy City Clerk is hereby authorized to attest to and affix the seal of the City to the Development Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Action. The Mayor, City Manager, City Clerk, City Attorney and other officials, agents and employees of the City, including Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 4. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City and publication one time in the official City newspaper.

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PASSED by not less than two-thirds vote the City Council of the City on September 27, 2022 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. _____ (the "Ordinance") of the City of Garnett, Kansas (the "City"); that said Ordinance was passed by not less than two-thirds vote of the City Commission on September 27, 2022, that the record of the final vote on its passage is found on page ____ of journal ____; that it was published in the official newspaper of the City on October 4, 2022; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: October 4, 2022.

City Clerk

FEASIBILITY STUDY

**Guffey Properties, LLC Project
506 N. Maple, Garnett, Kansas**

August, 2022

OVERVIEW

This Feasibility Study is to determine the economic feasibility of the construction of a retail facility at 506 N. Maple, Garnett, Kansas (the “Project”). On June 14, 2022, the City of Garnett, Kansas (the “City”) authorized the creation of a Tax Increment Financing District pursuant to K.S.A. 12-1770, et. seq., as amended (the “Act”), coterminous with the Project site (“TIF District”), for a term of up to 20 years to provide for the reimbursement of eligible Project costs. Eligible project costs under the Act include land acquisition, site preparation, parking lot improvements, landscaping, utilities and public infrastructure.

The Act states that before a project plan is approved, a feasibility study is required to determine (1) that a proposed redevelopment project’s benefits and tax increment revenue and other available revenues are expected to exceed or be sufficient to pay for the redevelopment project costs and (2) the effect, if any, the redevelopment project costs will have on any outstanding special obligation bonds payable from revenues which are collected from taxpayers and users within the District.

PROJECT DESCRIPTION

The Project is the \$1,505,000 construction of a retail facility at 506 N. Maple, Garnett, Kansas, consisting of site work, building construction, landscaping, parking construction and lighting and installation of utilities; the Project will transform the property from the dilapidated existing building to a modern retail facility, likely to be leased to Family Dollar (a national retail store), offering products that may not be currently available in the City. The lessee has enjoyed

success in the State of Kansas, recently opening stores in Abilene and Emporia. The owner and developer of the Project site is Guffey Properties, LLC (“Developer”).

ESTIMATED PROJECT COSTS

The cost of property acquisition by the Developer was \$270,000.00 and site improvements will cost approximately \$399,500.00, all of which is eligible for reimbursement under the Act. Construction of the vertical portions of the facility, which is not reimbursable, will total approximately \$630,000.00 and “soft” costs (engineering, architecture, environmental, legal, etc.) are expected to total approximately \$124,000.00. In addition, there are estimated to be \$15,000 of City expenses to establish the TIF District that will be paid by the Developer which are eligible for reimbursement under the Act.

The Developer will fund the initial cost of construction of the Project, and receive reimbursement for eligible costs over the life of the TIF District. While its analysis is not a part of this study, the Developer has also requested that the City create a Community Improvement District (“CID”) to levy a \$.01 (1.0%) sales tax, to be used for CID eligible costs, for a period of 22 years. This study assumes that the Developer will have the financial capability to complete the construction of the Project and await reimbursement over the life of the District.

FEASIBILITY STUDY REVENUE ASSUMPTIONS

The feasibility study for this project incorporates a number of variables including:

1. Base Year Assessed value of the District;
2. Developer’s estimate of the market value of the Family Dollar store upon completion;
3. Assumption of an assessment rate of 25.0%;
4. Assumption of 1.5% increase annually in market value during the study period;

5. Assumption that the total applicable mill levy will remain unchanged;
6. Assumption that the Project will be completed in 2023; and
7. Assumption that annual sales upon completion and stabilization of the Project will be a constant \$1,600,000.00.

This feasibility study forecasts incremental real property and sales tax revenues generated by the Project, based upon the above assumptions. The incremental property tax revenues are determined by projecting the annual tax revenues based on the estimated assessed value for the Project at the time of completion. The sales tax increment is based on historic sales of similar projects and projected sales in the region provided by the Developer.

Property Tax Rates: Real property tax rates may be adjusted every year. The current mill levy rate is 158.259.

Assessed Valuation and Sales – Incremental Real Property and Sales Tax Revenues: The table that follows sets forth: the current (base) assessed value of the property within the District; the projected assessed values; the tax increment produced each year; projected sales; and projected sales tax increment.

PROJECT COMPONENT	Appraised Value (Stabilized)	Assessed Value	Appraised Value (Current)	Current Base Assessed Value	Current Sales	Initial Projected Sales	Stabilization Year
Garnett, KS	\$1,000,000	\$250,000	\$215,840	\$53,960	\$0	\$1,200,000	2024
TOTAL:	\$1,000,000	\$250,000	\$215,840	\$53,960	\$0	\$1,200,000	

Commercial Assessment: 25%

Year	Base Assessed Value	Projected Assessed Value	Projected Sales	Projected Sales Tax Increment Increase	City Sales Tax Increment	Total TIF Revenue	CID Revenue
1	\$53,960	\$250,000	\$1,200,000	\$1,200,000	\$6,000	\$31,025	\$12,000
2	\$53,960	\$253,750	\$1,200,000	\$1,200,000	\$6,000	\$31,619	\$12,000
3	\$53,960	\$257,556	\$1,400,000	\$1,400,000	\$7,000	\$32,221	\$14,000
4	\$53,960	\$261,420	\$1,400,000	\$1,400,000	\$7,000	\$32,832	\$14,000
5	\$53,960	\$265,341	\$1,600,000	\$1,600,000	\$8,000	\$33,453	\$16,000
6	\$53,960	\$269,321	\$1,600,000	\$1,600,000	\$8,000	\$34,083	\$16,000
7	\$53,960	\$273,361	\$1,600,000	\$1,600,000	\$8,000	\$34,722	\$16,000
8	\$53,960	\$277,461	\$1,600,000	\$1,600,000	\$8,000	\$35,371	\$16,000
9	\$53,960	\$281,623	\$1,600,000	\$1,600,000	\$8,000	\$36,030	\$16,000
10	\$53,960	\$285,847	\$1,600,000	\$1,600,000	\$8,000	\$36,698	\$16,000
11	\$53,960	\$290,135	\$1,600,000	\$1,600,000	\$8,000	\$37,377	\$16,000
12	\$53,960	\$294,487	\$1,600,000	\$1,600,000	\$8,000	\$38,066	\$16,000
13	\$53,960	\$298,905	\$1,600,000	\$1,600,000	\$8,000	\$38,765	\$16,000
14	\$53,960	\$303,388	\$1,600,000	\$1,600,000	\$8,000	\$39,474	\$16,000
15	\$53,960	\$307,939	\$1,600,000	\$1,600,000	\$8,000	\$40,194	\$16,000
16	\$53,960	\$312,559	\$1,600,000	\$1,600,000	\$8,000	\$40,925	\$16,000
17	\$53,960	\$317,246	\$1,600,000	\$1,600,000	\$8,000	\$41,667	\$16,000
18	\$53,960	\$322,005	\$1,600,000	\$1,600,000	\$8,000	\$42,421	\$16,000
19	\$53,960	\$326,835	\$1,600,000	\$1,600,000	\$8,000	\$43,185	\$16,000
20	\$53,960	\$331,738	\$1,600,000	\$1,600,000	\$8,000	\$43,961	\$16,000
21			\$1,600,000				\$16,000
22			\$1,600,000				\$16,000
TOTALS					\$154,000	\$744,089	\$340,000
NET PRESENT VALUE		6.00%			\$86,461	\$412,035	\$182,068

The base year 2021 assessed value of the property and improvements in the District is \$53,960.00. The 2023 assessed value for the District, which includes the completed Project, is anticipated to be \$1,000,000.00. The difference creates tax increment revenues beginning in 2023 of approximately \$24,808.00 per year, and with a conservative increase in appraised value each year thereafter of 1.5%, creating a total increment of \$744,089.00 over the 20 year period permitted by the Act, all of which is available to reimburse the eligible Project costs.

In addition, the Developer has requested the use of the City's 0.5% sales tax increment for reimbursement of eligible Project costs. Sales within the District are expected to be \$1,600,000 per year at stabilization. Without adjustment for potential increases in sales and product price adjustments, the sales tax increment is projected to generate \$154,000.00 over the 20 year period.

The District is therefore anticipated to generate at total of \$898,089.00 in real estate tax and sales tax increment over the life of the 20 year period.

SUFFICIENCY OF REVENUES

Using conservative assumptions, it is expected that the estimated incremental real property tax revenue of \$744,574.00 and \$154,000.00 in incremental sales tax, totaling \$898,089.00, will be more than adequate to reimburse Developer all of the eligible TIF costs of \$684,500.00 along with the City's administrative fee of approximately \$14,000. There are a number of variables that may impact the eligible cost reimbursements, however the revenue projections are strong and the Project appears economically feasible.

IMPACT ON OUTSTANDING SPECIAL OBLIGATION BONDS

There is no other impact because there are no special obligation bonds outstanding which are payable from the revenues described in K.S.A. 12-1774 (a) (1) (D), and amendments thereto.

FINANCIAL FEASIBILITY SUMMARY

Using conservative assumptions for the Project, outlined above, it is expected that the estimated incremental real estate and sales tax revenues will be adequate to reimburse all of the TIF eligible costs, all as outlined above.

DRAFT

DEVELOPMENT AGREEMENT

between the

CITY OF GARNETT, KANSAS,

and

GUFFEY PROPERTIES, LLC

Dated as of [October 4, 2022]

DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”), is made and entered into as of [October 4, 2022], by and between the **CITY OF GARNETT, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “**City**”) and **GUFFEY PROPERTIES, LLC**, a Missouri limited liability company (the “**Developer**”) (the Developer and the City are collectively referred to as the “**Parties**” and each a “**Party**”).

RECITALS

A. On June 14, 2022, the Governing Body of the City passed Ordinance No. 4238 creating a Redevelopment District (the “Redevelopment District”) pursuant to K.S.A. 12-1770 *et seq.* (the “TIF Act”).

B. The Redevelopment District consists of a single parcel of property generally located northeast of the intersection of North Maple Street and West Park Road at 506 N. Maple Street in Garnett, Anderson County, Kansas; and including all street rights of way adjacent thereto, and is legally described on *Exhibit A* and depicted on *Exhibit B*.

C. Pursuant to Ordinance No. 4238, the Redevelopment District consists of a single redevelopment project area the boundaries of which are identical to the boundaries of the Redevelopment District (the “Project Area”).

D. The Developer submitted to the City the Guffey Properties, LLC Redevelopment District Tax Increment Financing Redevelopment Project Plan, dated [_____] (the “Project Plan”), which was approved by the City on [_____] pursuant to Ordinance No. [_____].

E. On [_____], the City received a petition for creation of a community improvement district with boundaries which are identical to the boundaries of the Redevelopment District.

F. The City established the Guffey Properties, LLC Community Improvement District (the “CID”) on [_____] pursuant to Ordinance No. [____], and legally described on *Exhibit A* and depicted on *Exhibit B*.

G. The City and the Developer desire to enter into this Agreement to address matters related to development of the Redevelopment District, the CID, implementation of the Project, and payment of Eligible Project Costs.

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. Capitalized words used in this Agreement have the meanings set forth in the Recitals to this Agreement or they have the following meanings:

“**Agreement**” means this Development Agreement, as amended from time to time.

“Base Year Assessed Valuation” means the assessed valuation of all real property within the boundaries of the Redevelopment District on the date the Redevelopment District was established.

“Certificate of Eligible Project Costs” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as *Exhibit E*.

“Certificate of Full Completion” means a certificate evidencing Full Completion of the Project, in substantially the form attached hereto as *Exhibit F*.

“CID” means the Guffey Properties, LLC Community Improvement District created by the City on [] pursuant to Ordinance No. [].

“CID Act” means the Kansas Community Improvement District Act, K.S.A. 12-6a27 *et seq.*, as amended and supplemented from time to time.

“CID Administrative Service Fee” means the fee payable to the City pursuant to *Section 4.04* hereof.

“CID Costs Cap” means []. The CID Administrative Service Fee will not be applied against the CID Costs Cap.

“CID Eligible Project Costs” means those costs paid by Developer as set forth in an approved Certificate of Eligible Project Costs, and eligible to be reimbursed from CID Revenues in accordance with K.S.A. 12-6a26 *et seq.* and this Agreement.

“CID Fund” means the Guffey Properties, LLC Community Improvement District Fund, created pursuant to *Section 4.04* hereof.

“CID Revenues” means all revenues received by the City generated by the 2.00% community improvement district sales tax collected within the CID.

“CID Term” means the timeframe commencing on [] to the earlier of (i) [], or (ii) payment to Developer of all CID Eligible Project Costs (in an amount not in excess of the CID Costs Cap) plus payment to the City of all CID Administrative Service Fees, unless otherwise terminated in accordance with the terms of this Agreement.

“City” means the City of Garnett, Kansas.

“City Event of Default” means any event or occurrence defined in *Section 8.02* of this Agreement.

“City Manager” means the City Manager of the City, or in the absence of the City Manager any duly appointed Deputy, Assistant or Acting City Manager.

“City Representative” means the Mayor or City Manager of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“County” means Anderson County, Kansas.

“**Developer**” means Guffey Properties, LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in *Section 8.01* of this Agreement.

“**Developer Improvements**” means the improvements described and further defined in *Section 3.02* of this Agreement.

“**Eligible Project Costs**” means CID Eligible Project Costs and TIF Eligible Project Costs as set forth in this Agreement.

“**Event of Default**” means any City Event of Default or Developer Event of Default, as applicable.

“**Excusable Delays**” means any delay beyond the reasonable control of the Party affected, caused by the COVID-19 pandemic, or other pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, court orders, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“**Governing Body**” means the City Commission of the City.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Project Plan, the Site Plan, and this Agreement.

“**Governmental Authorities**” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“**Incremental Tax Revenues**” means that amount of eligible ad valorem taxes collected from real property located within the Redevelopment District that is in excess of the amount of such ad valorem taxes collected from the Base Year Assessed Valuation, determined in accordance with the TIF Act and the Project Plan and paid to the City by the County.

“**Pay As You Go**” has the meaning set forth in *Section 4.02*.

“**Permitted Subsequent Approvals**” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“**Plans**” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City’s building code and zoning code, applicable laws of Governmental Authorities and this Agreement.

“**Project**” means a commercial development located in the Project Area consisting of the following uses and improvements, without limitation: construction of a retail store and associated public and private infrastructure; site work; utilities; storm water and drainage; landscaping; and parking facilities, all as generally depicted in the *Exhibit C* hereto.

“**Project Area**” means the Project Area within the Redevelopment District, the boundaries of which are contiguous with the boundary of the Redevelopment District, both as legally described in *Exhibit A* hereto.

“**Project Budget**” means the budget for the Project as set forth in *Exhibit D*.

“**Project Plan**” means the Guffey Properties, LLC Redevelopment District Tax Increment Financing Redevelopment Project Plan, dated [____], which was approved by the City on [____] pursuant to Ordinance No. [____].

“**Redevelopment District**” means the tax increment financing redevelopment district created by the City on June 14, 2022 by the passage of Ordinance No. 4238, pursuant to the TIF Act, and legally described on *Exhibit A* hereto.

“**Retail Store**” means an approximately 10,500 square foot retail store at an estimated construction cost of \$1,505,000, to be constructed within the Redevelopment District.

“**Site Plan**” means the final site plan for the Project Area submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City’s building and zoning code provisions.

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

“**TIF Act**” means the Kansas Tax Increment Financing District Act, K.S.A. 12-1770 *et seq.*, as amended and supplemented from time to time.

“**TIF Administrative Service Fee**” means the fee payable to the City pursuant to *Section 4.03* hereof.

“**TIF Costs Cap**” means [____]. The TIF Administrative Service Fee shall not be applied against the TIF Costs Cap.

“**TIF Eligible Project Costs**” means those costs paid by Developer as set forth in an approved Certificate of Eligible Project Costs as “redevelopment project costs” as defined in K.S.A. 12-1770 *et seq.* and this Agreement, and eligible to be reimbursed from Incremental Tax Revenues in accordance with K.S.A. 12-1770 *et seq.*

“**Tax Increment Fund**” means the Guffey Properties, LLC Tax Increment Fund, created pursuant to the TIF Act and *Section 4.03* hereof.

“**TIF Term**” means the timeframe commencing the date the ordinance approving the Project Plan becomes effective to the earlier of (i) 20 years from such date, or (ii) payment to Developer of all TIF Eligible Project Costs (in an amount not in excess of the TIF Costs Cap), plus payment to the City of all TIF Administrative Service Fees, unless otherwise terminated in accordance with the terms of this Agreement.

Section 1.02. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein are for convenience only and shall not affect the construction hereof.
- (g) The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Project Plan, and such resolutions and ordinances of the City adopted by the City Commission which designate the Redevelopment District and the Project Area and adopt the Project Plan, the provisions of the TIF Act, as amended, the ordinance of the City creating the CID, and the provisions of the CID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of the Developer. The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer’s knowledge:

- (a) **Corporate Organization.** Guffey Properties, LLC is a limited liability company duly organized and existing under the laws of the State of Missouri. Throughout the term of this Agreement, Developer agrees to maintain its status as a limited liability company, in good standing and authorized to do business in the State of Kansas.
- (b) **Due Authority.** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the

documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(d) ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

(e) ***No Material Change.*** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could materially adversely affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

(f) ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

(g) ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

(h) ***Approvals.*** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

(i) **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

(j) **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(k) **Other Disclosures.** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

(l) **Project.** The Developer represents and warrants that the Project Area is sufficient to construct the Project as contemplated in the Project Plan and this Agreement.

Section 2.02. Conditions to the Effectiveness of this Agreement. As a precondition to the effectiveness of this Agreement, to the extent they have not already done so, the Developer will submit the following documents to the City:

(a) A copy of the Developer's Articles of Organization, certified by the Secretary of State of the State of Kansas; and

(b) A certified copy of the Operating Agreement of the Developer; and

(c) A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and

(d) A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

(e) A list of each member of the Developer and their associated percentage ownership, and if such member is not an individual, the individual owners and percentage ownership of such member.

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.01. Project Budget. The Project will be constructed substantially in accordance with the Project Budget attached as *Exhibit D*.

Section 3.02. Project Improvements. The Developer will complete or cause to be completed the following improvements to the Project Area, as more fully set forth in the Project Plan (collectively, the "Developer Improvements"):

- (a) Acquire fee title to all land within the Project Area;
- (b) Site grading for the Project Area;
- (c) Construct and obtain a certificate of occupancy for the Retail Store; and
- (d) Related infrastructure improvements, including, but not limited to: extension of water, sanitary and storm sewer, street, curbing, sidewalk, parking facilities, utilities, pedestrian and shared-use path improvements, and any other public infrastructure improvements necessary within the Project Area.

Section 3.03. Project Schedule.

(a) Within three (3) months after execution of this Agreement, the Developer will provide to the City evidence of fee title ownership of all real estate within the Redevelopment District, including a copy of the vesting deed.

(b) Within six (6) months following the execution of this Agreement, Developer will commence or cause to be commenced and will promptly thereafter diligently prosecute to completion the construction of the Developer Improvements.

(c) Developer will diligently complete the Developer Improvements, as further set forth in Subparagraphs (b) and (d) of this Section, subject to delays caused by force majeure and delays caused by the City. The completion of the Developer Improvements described in *Section 3.02* shall be evidenced by Developer's delivery of a Certificate of Full Completion in accordance with *Section 3.06* of this Agreement.

(d) Subject to Excusable Delays, once the Developer has commenced construction of the Developer Improvements, Developer will not permit cessation of work on the Developer Improvements for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

Section 3.04. Project Design; Governmental Approvals.

(a) The Project Area will be developed, and the Project constructed, in accordance with this Agreement, the CID Petition and the Project Plan submitted by the Developer and approved by the City. No "substantial changes," as defined by K.S.A. 12-1770a, will be made to the Project, except as may be mutually agreed upon in writing between the Developer and the City. Any "substantial changes" will be made only in accordance with the TIF Act.

(b) Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Project Plan or this Agreement.

(c) Before commencement of construction or development of any public improvements necessary to serve the Project Area, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the Project Area and the extension of sanitary sewer and water improvements to serve the Project Area. The submitted drawings will be approved by the City prior to the commencement of any work and will be in accordance with City standards for similar improvements and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

(d) Nothing in this Agreement constitutes a waiver of the City's right to consider and approve or deny Governmental Approvals pursuant to the City's regulatory authority as provided by City's building and zoning codes and applicable state law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City's discretionary zoning authority by the City's planning commission and Governing Body in accordance with City's building and zoning code and applicable state law. The City agrees to process applications for Governmental Approvals in due course and consistent with its past practices.

Section 3.05. Rights of Access. Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

Section 3.06. Certificate of Full Completion.

(a) Promptly after completion of the Developer Improvements in accordance with the provisions of this Agreement, and specifically the minimum requirements set forth in *Section 3.02*, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as *Exhibit F*. "Full completion" means that Developer has completed the Developer Improvements in a manner consistent with the Project Plan and meeting the minimum requirements set forth in *Section 3.02*.

(b) The City will, within thirty (30) days following receipt of the Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Full Completion. The City's execution of the Certificate of Full Completion will constitute evidence of the satisfaction of the Developer's agreements and covenants to construct the Developer Improvements. If the City has not executed or rejected said Certificate in writing within forty-five (45) days following receipt, the Certificate will be deemed approved.

ARTICLE IV

REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

Section 4.01. Eligible Project Costs. In consideration for the Developer's agreement to construct the Developer Improvements, and subject to the terms of this Agreement, the City agrees to reimburse Developer for Eligible Project Costs. The City will only be obligated to reimburse Developer from available moneys in the Tax Increment Fund and the CID Fund, as applicable, and will have no obligation to reimburse Developer from any other source of funds.

Each Eligible Project Cost submitted by Developer in a Certificate of Eligible Project Costs will conspicuously state that such cost is either a TIF Eligible Project Cost or a CID Eligible Project Cost. If a Certificate of Eligible Project Costs is submitted without clearly stating whether Eligible Project Costs are TIF Eligible Project Costs or CID Eligible Project Costs, the City may disapprove such certificate and return it to Developer for revision pursuant to *Section 4.05(f)*. Each Eligible Project Cost submitted for reimbursement by the Developer will be reimbursed by the City from only one funding source hereunder; in no event will Developer be reimbursed for the same Eligible Project Cost from both the Tax Increment Fund and the CID Fund.

Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued. The Developer will advance all Eligible Project Costs as necessary to complete the Developer Improvements. No general obligation or special obligation bonds will be issued by the City for the Project. Developer may be reimbursed by the City for Eligible Project Costs from the Tax Increment Fund or CID Fund, as applicable, as funds are collected (the "Pay As You Go" method), and the City will have no obligation to reimburse Developer from any other source of funds.

Section 4.03. Tax Increment Fund; Reimbursement of TIF Eligible Project Costs.

(a) ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain a separate fund and account known as the Guffey Properties, LLC Tax Increment Fund (the "Tax Increment Fund"). All Incremental Tax Revenues will be deposited into the Tax Increment Fund.

(b) ***City TIF Administrative Service Fee.*** The City will be entitled to withdraw a TIF Administrative Service Fee equal to [2.0]% of each distribution of the annual Incremental Tax Revenues as such Incremental Tax Revenues are received by the City from Anderson County. The TIF Administrative Service Fee will be used to cover the administration and other City costs during the TIF Term and will be in addition to the costs identified in the Project Budget. The TIF Administrative Service Fee may be paid annually from the Incremental Tax Revenues deposited in the Tax Increment Fund. The TIF Administrative Service Fee will be deemed a TIF Eligible Project Cost.

(c) ***Reimbursement from the Tax Increment Fund.***

(i) All disbursements from the Tax Increment Fund will be made only to pay TIF Eligible Project Costs. The City will have sole control of the disbursements from the Tax Increment Fund. To the extent that the Developer has certified TIF Eligible Project Costs that remain unreimbursed, and Incremental Tax Revenues are available in the Tax Increment Fund, such disbursements will be made on a Pay As You Go basis no more than twice annually, such payments due on each February 10 and August 10 during the TIF Term; provided, no disbursements will be made to Developer from the Tax Increment Fund

until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the Tax Increment Fund in an amount in excess of the TIF Costs Cap.

(ii) The City may, to the extent permitted by law, continue to use any surplus amounts of Incremental Tax Revenues after reimbursing Developer for TIF Eligible Project Costs equal to the TIF Costs Cap for any purpose authorized by the TIF Act and Project Plan until such time as the Project is completed, but for not to exceed 20 years from the effective date of the ordinance adopting the Project Plan.

Section 4.04. CID Fund; Reimbursement of CID Eligible Costs.

(a) ***Creation of Fund; Deposit of CID Revenues.*** The City will establish and maintain a separate fund and account known as the Guffey Properties, LLC Community Improvement District Fund (the "CID Fund"). All CID Revenues will be deposited into the CID Fund.

(b) ***City CID Administrative Service Fee.*** The City will be entitled to withdraw a CID Administrative Service Fee equal to [2.0]% of each distribution of the CID Revenues as such CID Revenues are received by the City from the Kansas Department of Revenue. The CID Administrative Fee will be used to cover the administration and other City costs during the CID Term and will be paid from CID Revenues in addition to the costs identified in the Project Budget. The CID Administrative Service Fee will be deemed a CID Eligible Project Cost.

(c) ***Reimbursement from the CID Fund.*** All disbursements from the CID Fund will be made only to pay CID Eligible Project Costs. The City will have sole control of the disbursements from the CID Fund. To the extent that the Developer has certified CID Eligible Project Costs that remain unreimbursed, and CID Revenues are available in the CID Fund, disbursements from the CID Fund will be made no more than quarterly, such payments being due on the 10th day of February, May, August, and November of each year during the CID Term; provided, no disbursements will be made to Developer from the CID Fund until a Certificate of Full Completion is executed by the City. In no event will Developer be reimbursed from the CID Fund in an amount in excess of the CID Costs Cap.

Section 4.05. Reimbursement Requests.

(a) ***Form of Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as ***Exhibit E.***

(b) ***Reimbursement Requests.*** Developer may submit Certificates of Eligible Project Costs no more frequently than every six months.

(c) ***Actual Costs Incurred.*** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

(d) ***Evidence of Eligible Project Costs.*** The Developer will provide itemized invoices, receipts or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs (and specifically, whether such cost is a CID Eligible Project Cost or a TIF Eligible Project Cost) and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will show the date such cost was paid, the payee, a brief description of the type of cost paid, the amount paid, and whether the cost is a TIF Eligible Project Cost or a CID Eligible Project Cost.

The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

(e) **City Inspections.** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

(f) **City Review of Eligible Project Costs.** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the Tax Increment Fund or CID Fund, as applicable, in accordance with the terms of this Agreement, within thirty (30) days of the City's approval of the Certificate of Eligible Project Costs (provided money is then available in the applicable fund to pay such approved reimbursement). If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

Section 4.06. Right to Inspect and Audit. The Developer agrees that, up to one year after the later of completion of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 4.07. The Redevelopment District, the Project Plan, and CID. So long as no Developer Event of Default has occurred and is continuing, the City will not, under any circumstances other than by a future written agreement between the Parties, terminate the Redevelopment District or CID. The City will not take any action to reduce the TIF Term or CID Term prior to such time as Developer has been reimbursed in an amount equal to the TIF Costs Cap or the CID Costs Cap, respectively.

ARTICLE V

USE OF THE REDEVELOPMENT DISTRICT

Section 5.01. Tenants and Land Use Restrictions. At all times while this Agreement is in effect:

(a) **No Sexually-Oriented Businesses.** The Developer and any tenants or landowners within the Redevelopment District will not conduct any sexually-oriented businesses.

(b) **Tenant Qualifications and Prohibited Uses.** The Developer and any tenants of the Project will be subject to the land use guidelines of the City's zoning code. No prohibited uses as set forth in the City's zoning code will be allowed within the Project.

Section 5.02. Ongoing Performance Standards. The Project must achieve the following ongoing performance standards:

(a) **Continuous Operation.** The Retail Store may not suffer an interruption in its operations longer than 30 consecutive days or 60 days in any calendar year in the aggregate, subject to force majeure, other Excusable Delays or extension by the Governing Body. If the Retail Store's operations are interrupted in violation of this Section, the City can cease payment of all remaining incentives, including for reimbursement of Certificates of Eligible Project Costs previously submitted, and terminate this Agreement. It is acknowledged, however, that Developer intends to lease the Retail Store to an end-user. Accordingly, it shall not be considered an interruption in operations if an end-user vacates the Retail Store so long as Developer is actively seeking a substitute tenant.

(b) **Maintenance.** Developer will maintain the Project, public access drives (other than those dedicated and accepted as public streets), the parking areas, landscape areas, and open space areas within the Redevelopment District to the reasonable satisfaction of the City. Developer will repair any and all damage to such areas in a timely manner in accordance with all applicable codes and property maintenance standards required by the City.

(c) **Operations.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

Section 5.03. Copies of All Leases and Agreements. The City and its duly authorized agents shall have the right at reasonable times (during business hours), and upon reasonable notice to inspect copies of all leases, sale contracts and other material agreements between the Developer and any third party relating to the Project at the principal business office of the Developer, in a manner that maintains the confidentiality of such leases and agreements.

Section 5.04. Sales Tax Information.

(a) **List of Occupants.** The Developer will provide the City Manager written notice of all current tenants of the Project (i) within thirty (30) days of the opening or closing for business of any business within the Project, and (ii) at all other times upon the written request of the City Manager.

(b) **Monthly Reports.** The Developer agrees to use reasonable business efforts to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID to be obligated by written contract (lease agreement or other enforceable document) to provide to the City Manager simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the CID. It is disclosed by Developer and acknowledged by City that Family Dollar, the proposed initial user of the Project, has refused to provide the foregoing information in similar projects constructed by Developer. This obligation will be a covenant running with the land and will be enforceable against

all businesses operating in the CID and will only terminate upon the passage by the City of an ordinance terminating the CID or the expiration of the CID Term. The Developer hereby agrees that each such lease agreement will provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

(c) **Confidentiality.** To the extent it may legally do so, information obtained pursuant to this Section shall be kept confidential by the City in accordance with K.S.A. 79-3657.

(d) **Waiver and Release of Information.** The Developer agrees to obtain waivers consenting to the release by the City of aggregate sales tax revenues generated within the CID from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the CID throughout the CID Term contemporaneously with the acquisition of such property or occupancy rights.

Section 5.05. Taxes, Assessments, Encumbrances and Liens.

(a) **Taxes and Assessments.** So long as the Developer owns any real property within the Redevelopment District, the Developer will pay when due all real estate taxes and assessments on such property within the Redevelopment District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer and any other owners of real property in the Redevelopment District will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's or such other owners' property within the Redevelopment District.

(b) **Liens and Encumbrances.** Subject to **Section 5.06**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

Section 5.06. Financing During Construction.

(a) **No Encumbrances Except Mortgages during Construction.** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

(b) **Holder Not Obligated to Construct Improvements.** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses

or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(c) **Construction Period.** The restrictions on Developer financing in this Section are intended to and will apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

ARTICLE VI

ASSIGNMENT; TRANSFER

Section 6.01. Transfer of Obligations.

(a) **City Consent Required.** The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Commission by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the City Manager, necessary and adequate to fulfill the obligations of the Developer. Any proposed assignee will, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject. The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

(b) **Successors and Assigns.** The Parties' obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the Incremental Tax Revenues or CID Revenues as set forth herein, except as specifically authorized in writing by the Developer.

(c) **Security Interests.** The foregoing restrictions on assignment, transfer and conveyance shall not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

Section 6.02. Corporate Reorganization. Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer and/or Kevin Guffey and/or Brenda Leigh Guffey, owns not less than 51% of any new or restructured company.

ARTICLE VII

GENERAL COVENANTS

Section 7.01. Indemnification of City.

(a) Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the "City Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

(1) The Developer's actions and undertaking in implementation of the Project or this Agreement; and

(2) The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.

(3) Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. Section 9601, et seq.), (ii) the Resource Conservation and Recovery Act ("RCRA"; 42 U.S.C. Section 6901 et seq.) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify the City and the City Indemnified Parties from liability.

(b) In the event any suit, action, investigation, claim or proceeding (collectively, an "Action") is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

(c) The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

Section 7.02. Insurance. Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project.

Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this *Section 7.02*.

Section 7.03. Obligation to Restore.

(a) *Restoration of Project by Developer.* The Developer hereby agrees that if any portion of the Project owned by Developer is damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld, conditioned or delayed. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

(b) *Restoration of Project by Third Parties.* If any portion of the Project controlled by an owner, lessee or sublessee other than Developer is damaged or destroyed, in whole or in part, by fire or other casualty, such owner, lessee or sublessee will promptly restore, replace or rebuild the same (or will promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Developer and the City, which approval will not be unreasonably withheld. This obligation will be a covenant running with the land and will be enforceable against all businesses operating in the Project and will only terminate upon the passage by the City of an ordinance terminating this Agreement or the expiration of this Agreement. Every owner, lessee, sublessee or occupant in the Project acknowledges, by accepting a deed, lease, sublease or other occupancy right in the Project, that the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such owner, lessee, sublessee or occupant.

(c) *Enforcement.* The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

Section 7.04. Non-liability of Officials, Employees, and Agents of the City. Except for fraudulent or criminal acts, no recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Developer Event of Default. A “Developer Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be

expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 8.02. City Event of Default. A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

Section 8.03. Remedies Upon a Developer Event of Default.

(a) Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(1) The City will have the right to terminate this Agreement or terminate Developers’ rights under this Agreement.

(2) The City may refuse to approve any further Certificates of Eligible Project Costs or withhold or refuse to make any disbursements from the Tax Increment Fund or CID Fund.

(3) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

(b) Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer except to the extent of any balance remaining in the Tax Increment Fund or CID Fund as of the termination date.

(c) If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

(d) The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

(e) Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 8.04. Remedies Upon a City Event of Default. Upon the occurrence and continuance of a City Event of Default, the only remedy that may be sought from the City is strictly limited to use, as applicable, of available amounts in the Tax Increment Fund to pay TIF Eligible Project Costs or CID Fund to pay CID Eligible Project Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the Tax Increment Fund or CID Fund), except that, in case of any diversion by the City of amounts in the Tax Increment Fund or CID Fund in breach of this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

Section 8.05. Limited Damages. Notwithstanding any other provision of this Agreement to the contrary, in no event will the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this *Section 8.05*, consequential damages include, but are not limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by any non-defaulting Party.

Section 8.06. Excusable Delays. Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

Section 8.07. Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Anderson County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Mutual Assistance. The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the Redevelopment District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

Section 9.03. Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 9.04. Amendments. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

Section 9.05. Agreement Controls. The Parties agree that the Project Plan and the CID will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Project Plan and CID. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Project Plan and CID and that expand upon the estimated and anticipated sources and uses of funds to implement the Project Plan and CID. Nothing in this Agreement will be deemed an amendment of the Project Plan and CID. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 9.06. Conflicts of Interest.

(a) No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

(b) The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.07. Term. Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of both the CID Term and the TIF Term.

Section 9.08. Validity and Severability. It is the intention of the parties that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement will be deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 9.09. Required Disclosures. The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 9.10. Tax Implications. The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

Section 9.11. Authorized Parties. Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval of the City Commission before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

Section 9.12. Notice. All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Hall
Attn: City Manager
131 West Fifth Avenue
Garnett, Kansas 66032

with a copy to:

City Hall
Attn: City Attorney
131 West Fifth Avenue
Garnett, Kansas 66032

and

Gilmore & Bell, P.C.
Attn: Dominic Eck
100 North Main
Suite 800
Wichita, Kansas 67202

To the Developer

Guffey Properties, LLC
Attn: Kevin Guffey
P.O. Box 30
Belle, Missouri 65013

with a copy to:

Spencer Fane LLP
Attn: Pete Heaven, Esq.
6201 College Blvd.
Suite 500
Overland Park, Kansas 66211

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed

notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

Section 9.13. Kansas Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.14. Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

Section 9.15. Recordation of Agreement. The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Anderson County, Kansas. This Agreement will be promptly recorded by the City at Developer's cost after execution, and proof of recording will be provided to the Developer.

Section 9.16. Consent or Approval. Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

Section 9.17. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.18. Cash Basis and Budget Laws. The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF GARNETT, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

STATE OF KANSAS)
) ss.
COUNTY OF ANDERSON)

On this ____ day of _____, 2022, before me personally appeared Greg A. Gwin, personally known, who being by me duly sworn did say that he is the Mayor of the City of Garnett, Kansas, and that said instrument was signed and delivered on behalf of said municipal corporation and acknowledged to me that he executed the same as the free act and deed of said municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT AND CID

An area including the following additions, lots and parcels all located in Garnett, Anderson County, Kansas:

Commencing at the Southwest Corner of Section Nineteen (19), Township Twenty (20), Range Twenty (20), thence North 253 feet, thence East 360 feet, thence South 100 feet, thence West 100 feet, thence South 153 feet, thence West 260 feet to the point of beginning, which is the entire ELLIS ADDITION to the City of Garnett, Anderson County, Kansas

Together with all rights of way adjacent thereto

EXHIBIT B

MAP OF REDEVELOPMENT DISTRICT AND CID

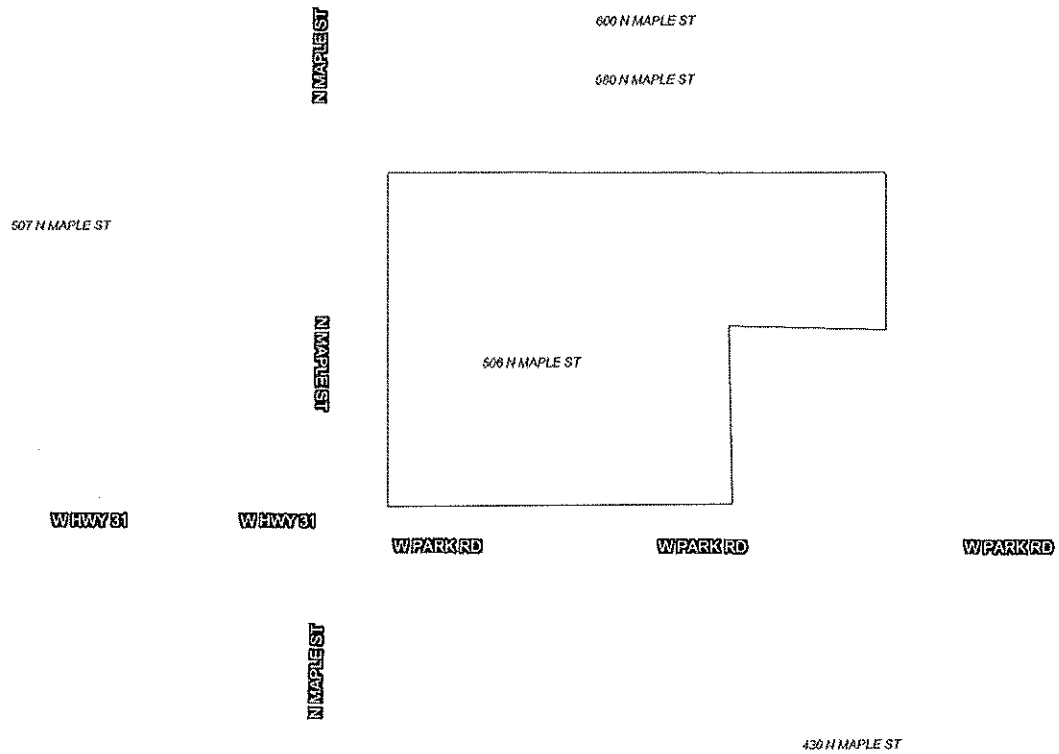


EXHIBIT C
CONCEPT SITE PLAN

[Attached]

EXHIBIT D
PROJECT BUDGET

[Identify TIF Eligible and CID Eligible line items]

Family Dollar / Dollar Tree
Garnett, KS

Building/Shell	Acquisition	270,000	
	Architectural and Engineering	39,500	
	Demo	75,000	
	Environmental	25,000	
	Excavation	45,000	
	Rock	30,000	
	Equipment Rental	43,500	
	Footings and Foundation	93,500	
	Mechanical	92,000	
	Sanitation	5,000	
	Utilities	15,000	
	Labor	188,000	
	Materials	307,500	
	Parking Lot	90,000	
	Landscaping	20,000	
	Permits	2,000	
	Project Management	25,000	
	Signage	15,000	
		Total	1,381,000
Miscellaneous			
	Insurance	6,000	
	Interest	25,000	
	Commission	31,500	
	Bank Fees	15,000	
	Professional Fees - others	20,000	
	Property Tax	1,500	
	Misc	25,000	124,000
		Total	1,505,000

EXHIBIT E

FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS

CERTIFICATE OF ELIGIBLE PROJECT COSTS

TO: City of Garnett, Kansas
Attention: City Manager

Re: Guffey Properties, LLC – TIF and CID

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of [October 4, 2022] (the "Agreement") between the City and the Developer.

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed, including a notation of whether such costs are CID Eligible Project Costs or TIF Eligible Project Costs; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by Guffey Properties, LLC ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.05** of the Agreement.
2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after June 14, 2022 in connection with the construction of the Project.
3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Tax Increment Fund or CID Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

GUFFEY PROPERTIES, LLC

By: _____
Name: _____
Title: _____

Approved for Payment this _____ day of _____, 20____.

CITY OF GARNETT, KANSAS

By: _____
Name: _____
Title: _____

EXHIBIT F

CERTIFICATE OF FULL COMPLETION

Pursuant to Section 3.06 of the Agreement, the City will, within thirty (30) days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.

CERTIFICATE OF FULL COMPLETION

The undersigned, Guffey Properties, LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [October 4, 2022], between the City of Garnett, Kansas (the “City”) and Guffey Properties, LLC (the “Agreement”), hereby certifies to the City as follows:

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

1. That as of _____, 20____, the construction, renovation, repairing, equipping and constructing of the Developer Improvements (as such term is defined in the Agreement) has been completed in accordance with the Agreement.

2. The Developer Improvements have been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for the Developer Improvements have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to the Developer Improvements, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is accompanied by (a) the project architect’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), ratifying that the Developer Improvements have been substantially completed in accordance with the Agreement; and (b) a copy of the Certificate(s) of Occupancy issued by the City building official with respect to each building to be constructed as part of the Developer Improvements.

5. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to the Developer Improvements.

6. The City’s acceptance and the recordation of this Certificate with the Anderson County Register of Deeds, will evidence the satisfaction of the Developer’s agreements and covenants to construct the Developer Improvements.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

GUFFEY PROPERTIES, LLC

By: _____

Name: _____

Title: _____

ACCEPTED:

CITY OF GARNETT, KANSAS

By: _____

Name: _____

Title: _____

RESOLUTION 2022-12
TROYER'S 1883 SPECIAL EVENT STREET CLOSURE

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSURE OF OAK STREET ADJACENT TO TROYER'S 1883 FOR A SPECIAL EVENT, EXTENDING SAID PREMISES INTO AND UPON THE PUBLIC RIGH OF WAY ADJACENT TO THE PERMANENT PREMISES THEREOF.

WHEREAS, Troyer's 1883 is licensed to serve alcoholic beverages by the State of Kansas at its premises, located at 101 W. Fourth Avenue, within the City of Garnett, Kansas; and,

WHEREAS, Troyer's 1883 desires to extend its premises temporarily for a special event, to be advertised as the "Lake Garnett Grand Prix After Party", as set our elsewhere in this resolution.

WHEREAS, K.S.A. 41-719(2) requires that the City must pass a resolution or ordinance approving such special event and where it shall be held.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS THAT,

SECTION 1. Approval is given to close that park of Oak Street from the interseciton of said street with the north line of Fourth Avenue extending to the south line of the alleyway on Oak Street between Fourth and Third Avenues, as designated on the attached map. This closure is approved from 2:00 p.m. on October 9th, 2022 through 2:00 a.m. on October 10th, 2022, together with the public sidewalks immediately adjacent thereto on either side of said section of Oak Street. In addition, a resonable time immediately before and immediately following the time allotted for the event shall be available to "close off" said area and move necessary equipment and fixtures into the area, and then to remove the same.

SECTION 2. Troyer's 1883 is hereby granted permission and approval for the "Lake Garnett Grand Prix After Party" special event and to expand its premises into the designated area, in accordance with its request to the Kansas Department of Revenue, Alcoholic Beverage Control Division, a copy of which request is attached to this resolution.

APPROVED BY THE GOVERNING BOYD OF GARNETT, KANSAS, this ____ day of _____, 2022.

Greg A. Gwin, Mayor

ATTEST:

Patricia Brewer, City Clerk



Alcoholic Beverage Control
 109 SW 9th Street, 5th Floor
 PO Box 3506
 Topeka KS 66601-3506



Phone: 785-296-7015
 Fax: 785-296-7185
 Kdor_abc.email@ks.gov
 www.ksrevenue.gov/abc.html

REQUEST FOR TEMPORARY EXTENSION OF PREMISE APPROVAL

Licensee Information

Business DBA Name Troyers 1883	License Number 13934	
Business Location Street Address 101 W. 4th Avenue	City Garnett	Zip Code 66032
Contact Phone Person Jessica Miller	Phone Number	Email Address
Event Date(s) 10/09/2022 - 10/10/2022	Event Start Time(s) 2:00 P.M.	Event End Time(s) 2:00 A.M.

Temporary Extension Information

Check all that apply:

I am extending onto unlicensed or unpermitted premises
 Is the area of the extension under the control of the licensee? Yes No
 I have attached written permission from the owner or city/county. Yes No

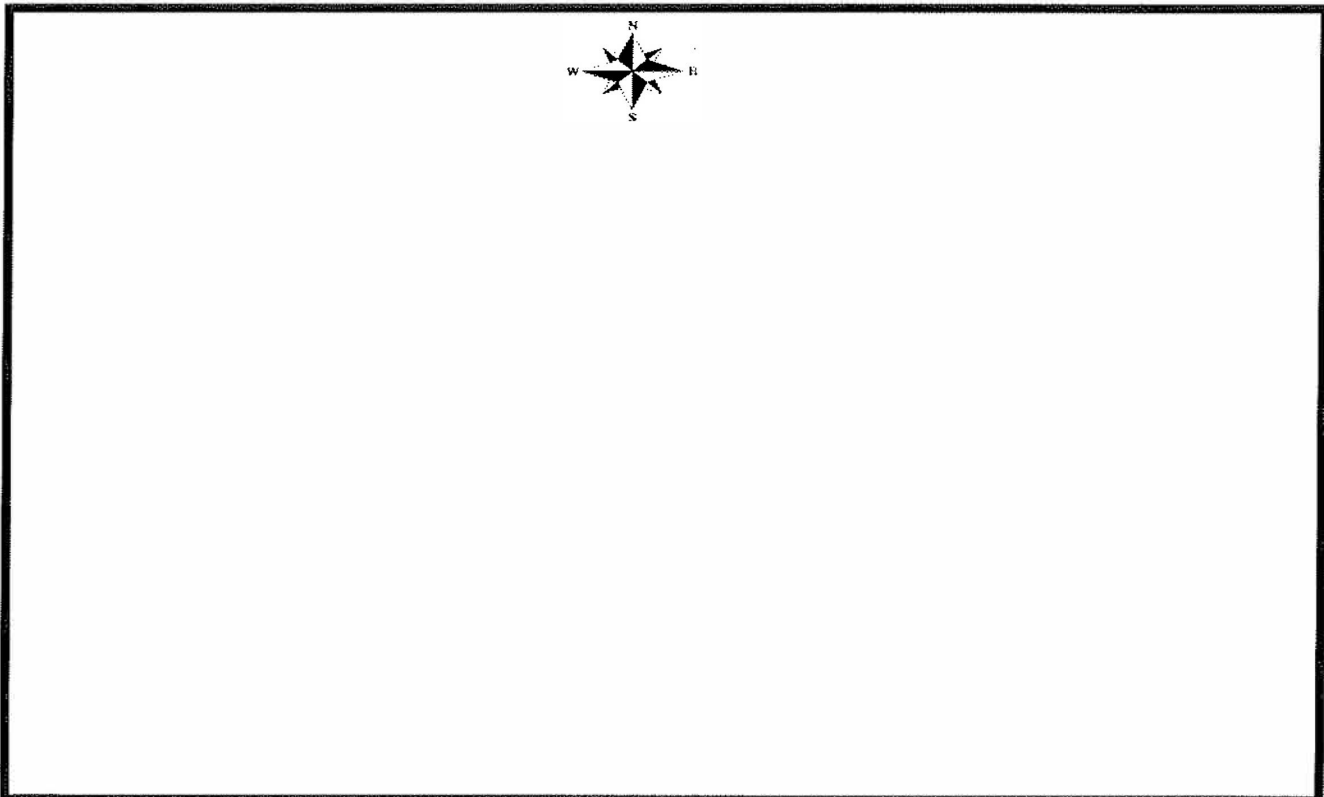
I am extending onto a temporarily permitted premises.
 What is the event name? Lake Garnett Grand Prix Revival After Party

I am extending onto any of the following areas: public streets, alleys, roads, sidewalks or highways.

I have attached the ordinance or resolution approved by the local governing body. Yes No

Diagram: Draw a complete diagram of the premises for which you are seeking approval or attach your drawing. The diagram must indicate the current premise and the temporary extension area. **Architectural drawings will not be accepted.**

Check one: Diagram drawn below 8½" X 11" drawing attached on supplemental page



Alcoholic Beverage Control
 109 SW 9th Street, 5th Floor
 PO Box 3506
 Topeka KS 66601-3506



Phone: 785-296-7015
 Fax: 785-296-7185
 Kdor_abc.email@ks.gov
 www.ksrevenue.gov/abc.html

Zoning: CERTIFICATE OF CITY, TOWNSHIP OR COUNTY CLERK

I HEREBY CERTIFY THAT THE PREMISES AT 101 W 4th Garnett 66032 IS:
Location Street Address City Zip

(Check one box in each section below)

CITY LIMITS: Inside the incorporated city limits Outside the city limits Anderson
County

CLERK SIGNATURE Patricia Brewer City Clerk Township Clerk County Clerk
 PRINTED NAME Patricia Brewer DATE 9-21-2022 PHONE 785-448-5496

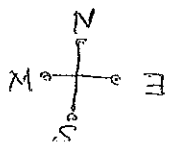
I understand that I must maintain a copy of the approved diagram on the licensed premise and it must be available for immediate inspection upon request.

Under penalties of perjury, I declare the information contained in this document a true, accurate and complete disclosure of information.

[Signature] Jessica Miller 09/21/2022
Licensee Signature Printed Name Date

ABC Office Use Only

<input type="checkbox"/> DIAGRAM APPROVED AS SUBMITTED <input type="checkbox"/> DIAGRAM DENIED Reason Denied:	Signature of ABC Official	Date
---	---------------------------	------



FOURTH ST

ALLEY

BAND

HARRIS
PARK

SIDE WALK

SIDE WALK

POLICE TAPE

POLICE TAPE

— OPEN SEATING —

— OPEN SEATING —

— OAK STREET —

SIDE WALK

Troyers 1883

SIDE WALK

DOORS

DOORS

DOORS

ALLEY

9-12-22 Library Board Meeting
9-13-22 Commission Meeting

Topic: Discussion of restructuring the City of Garnett Library

Commissioner Sheahan's Response re: TGT Fund	2
K.S.A 12-1220	3
Pages from Kansas Library Handbook	4-7
Kansas Constitution Article 12 Section 5	8
Email from the LKM	9
Charter Ordinances from Other Cities	10-12
Draft Charter Ordinance	13

8-18-22 Commissioner Sheahan Response to Tourism Funds Request

Since the Tourism Advisory Board is a volunteer board, I do not think it is a good use of their time since the Commission already publicly said no more TGT requests. They are one of the few Advisory Boards that meet consistently and I do not want to discourage their service by setting up a scenario where they would potentially vote yes, and we would vote no. If the Commission needs to hold a vote on it, I will address my other concerns with the library budget.

If there were money in the Tourism Budget, I would still vote no. (This will apply to future requests for the library until their budget is shifted or considerably reduced.) At approx \$210,000 of tax levied funds (approx 6.1 mils / 14.5% of levied funds) in the library budget, I would rather not direct additional taxes to the library. Having the library budget in the smallest taxing entity does not make sense. I would support exploring options to transfer the library to the school district, County, or SEK Library system. This would spread their budget across a larger tax base. If it cannot be transferred to a larger taxing entity and stays under the City's mil levy, then I would like the library to have time to fundraise or apply for grants, so the use of tax levied funds are drastically reduced in future budgets. I understand that will impact the state grant for 1 year but they would qualify for the grant the following year.

If the Library Board does not want to reduce the tax levied budget the next discussion would be an ordinance to abolish the library board so that budget authority would be at the discretion of the Commission.

I am personally a huge proponent of reading and continuing education, but with so many alternative options to access information at low or no cost through the Affordability Connectivity Program I think that those tax levied funds could be better utilized to benefit a larger group of residents.

If the library was receiving a small amount of tax levied funds and a bulk of their budget was from fundraising I would support future requests for TGT marketing dollars to advertise for fundraisers.

12-1220. Same; election to establish; tax levy, use of proceeds; library fund established; territory of existing library excluded, when. The governing body of any municipality may by resolution, and shall, upon presentation of a petition signed by ten percent (10%) of the qualified electors of such municipality determined upon the basis of the total vote cast for the secretary of state at the last preceding general election, cause to be submitted to the voters of such municipality at the first local or general election thereafter, or if the petition so requires, at a special election called for that purpose, the question of the establishment and maintenance of a library by such municipality. If a majority of the votes cast at such election on such proposition shall be in the affirmative, the governing body shall forthwith establish such library and is hereby authorized to and shall annually levy a tax for the maintenance of such library in such sum as the library board shall determine within the limitations fixed by law and to pay a portion of the principal and interest on bonds issued under the authority of K.S.A. [12-1774](#), and amendments thereto, by cities located in the county.

Such tax shall be levied and collected in like manner as other taxes of the municipality and, except for an amount to pay a portion of the principal and interest on bonds issued under the authority of K.S.A. [12-1774](#), and amendments thereto, by cities located in the county, shall be kept in a separate fund to be known as the library fund of such municipality. If the territory of the municipality includes another municipality which is then maintaining a library, the proposition to establish a library by the larger municipality shall not be voted upon by the residents of the included municipality, nor shall a levy to establish or maintain such library be assessed against property therein, unless the library board and governing body of the included municipality shall give notice in writing that they desire to participate in the library to be established and to pay the tax for the establishment and maintenance thereof as other parts of the municipality establishing such library.

History: L. 1951, ch. 485, § 3; L. 1979, ch. 52, § 40; July 1.

treasurer, some libraries have found that bonding the position streamlines the bonding process, especially when there occurs a high turnover of individuals filling the office of treasurer.

BPH

([See KANSAS TALKING BOOK SERVICE](#))

BUDGET, LIBRARY

One of the most important obligations of the library board is to be certain that sufficient funding is available to properly operate the library. Each board member should be aware of the library's financial background; the governing body allocating the appropriation; the entire resources of local tax moneys; grants available from the state and federal government; and any other possible sources of funding (i.e., bond issue, endowments, gifts, bequests, foundation grants, donations, fines, and fees).

The library board has the power and duty to prepare the annual budget for the support and maintenance of the library, and to present this budget to the municipal government. District libraries are their own taxing authorities and present their budgets to the county clerks.

What is a Budget?

A budget is a financial expression of the library's plan and objectives. Therefore, before a budget can be formulated, the plan for library services must be developed and the goals and objectives established. If the community is properly involved in the planning process, the library and its plan will be supported throughout the community. However, the library's budget must be realistic. Library service is only one of the many services provided by the municipal government. If the budget necessary to support the public library plan requires a substantial increase in funding, the board should investigate other funding sources. State grants and federal funds should be considered supplemental to the local budget and never are they a means of reducing local appropriations.

Too often, the library accepts an insufficient appropriation and attempts to develop library service on that basis. A board, which plans only in terms of last year's budget, will never progress.

Authority to Levy

For municipal libraries, [K.S.A. 12-1220](#) states that the governing body "shall annually levy a tax in such sum as the library board shall determine within the limitations fixed by law". *The phrase "limitations fixed by law" means fixed by statute, and not by municipal simple ordinance ([Attorney General's Opinion 2006-4](#)).*

Attorney General's Opinions of July 15, 1964, June 2, 1972, and [74-271](#) state that municipalities "shall" levy a tax to fund the budget prepared by the library board if the levy is within limitations. [Attorney General's Opinion No. 82-193](#) states: "Although the sum requested cannot result in a mill levy in excess of that allowed by law, the governing body of the municipality may not reduce the amount requested by the library

board.”

When the budget requires an increase in revenue from property taxes, it may be required to publish notice of the vote in the official county newspaper, whether the mill levy increases or not. This requirement is triggered when the revenue increase exceeds the increase in the consumer price index for urban consumers during the previous years, excluding such things as new improvements to real property.

At the time of this writing, an attorney general’s opinion has been requested to clarify whether this vote requirement applies to the library board or the municipal governing body, and some implications of that if it is the governing body.

Since 1999, statutory limitations on library levies have been suspended and, in fact, are no longer in the statutes. Municipalities may use home rule (see *HOME RULE*) to establish a maximum mill levy for the library by charter ordinances. (Attorney General’s Opinions, 99-27, and 2006-4). Where no such charter ordinance is in place, the governing body is required to levy a tax sufficient to adopt the budget adopted by the library board. Where such charter ordinances do exist, the governing body is still required to do so unless the levy required exceeds the stated maximum levy. Taxes levied by the municipal governing body for the library is to be placed in a separate fund known as the Library Fund. They should not be comingled with the municipality’s General Fund (K.S.A. 12-1220 and Attorney General’s Opinion 97-35).

[K.S.A. 12-1230](#) provides that municipalities not maintaining a library may contract with any library for the furnishing of library service and may levy a tax to pay for this contracted service (see [CONTRACTING FOR LIBRARY SERVICE](#)).

A municipality, which does not support a public library within its boundaries and does not contract for library service with an existing library but levies a library tax and uses the funds for other purposes, is violating the law (Attorney General’s Opinion, April 5, 1972).

Cash Basis Law

(See [CASH BASIS LAW](#))

Sources of Tax Funds

Although the total income of public libraries is derived from a variety of sources, the basic budget depends on tax income.

The library tax budget may be funded with ad valorem tax levy funds, delinquent funds (back taxes), local ad valorem tax reduction funds (LAVTR), motor vehicle tax funds (MV), 16/20M vehicle tax funds, recreational vehicle tax funds (RV), commercial vehicle tax, and watercraft tax. Additional tax sources which are optional on the part of the municipal government and which may not be applicable in all cities, townships or counties include local sales taxes, alcoholic liquor taxes, bed taxes, and transfers from special funds or from the general fund of the parent municipality. For the most part, a

H

HANDICAPPED

([See AMERICANS WITH DISABILITIES ACT](#))

HEALTH INSURANCE

([See EMPLOYEE BENEFITS](#))

HOME RULE

In addition to the power to pass ordinary ordinances “to determine their local affairs and government,” the “home rule” amendment of the Kansas Constitution also grants cities, the power to pass charter ordinances. Counties have been given similar authority by state statute ([K.S.A 19-101a](#)) to pass home rule charter resolutions. However, counties may not use home rule authority to exempt from or effect changes in the provisions of these statutes related to libraries: [K.S.A. 12-1223](#), [12-1225](#), [12-1225a](#), [12-1225b](#), [12-1225c](#) and [12-1226](#), and amendments thereto, or the provisions of [K.S.A. 12-1260](#) through [12-1270](#) and [12-1276](#), and amendments thereto.

Townships and district libraries do not have home rule authority.

Power of charter ordinances

A charter ordinance is necessary only when the provision of a proposed ordinance will be in conflict with a state law on the same subject. Any city may by charter ordinance, or county by charter resolution, elect not to be bound by the whole, or any part, of any state legislation if the legislation does not apply uniformly. This applies to the statutes regarding establishment and maintenance of city and county libraries, for example, in which statutes are not uniform for all cities and counties.

A city may use a charter ordinance to make virtually any change in the governance and funding of a city public library, including the powers and responsibilities of library boards. (Counties generally are not allowed to alter the status and powers of the library board and board treasurer through a home rule charter resolution.) Therefore, a charter ordinance may either strengthen the library or challenge the library board’s authority, dependent upon the specific charter ordinance adopted.

In the past home rule charter ordinances were frequently used to provide libraries additional funding. However, library levy limits have now been removed from Kansas statutes for almost all libraries. A charter ordinance is currently needed only to revise a limit imposed in an existing charter ordinance. Without revision, existing charter ordinances may in fact limit the ability of libraries to increase tax levy rates.

Another common reason why a library board might request a charter ordinance is to permit appointment to the library board of persons who reside outside of the city.

[The Constitution of the State of Kansas, Chapter 12, Sec. 5](#), as well as [K.S.A. 12-137](#) and [K.S.A. 19-101 through 19-101\(c\)](#), provides for adoption of home rule for all cities

APPENDIX C

Sample City Charter Ordinance

Charter Ordinance No. _____

A CHARTER ORDINANCE [REPEALING CHARTER ORDINANCE NO. _____ AND] EXEMPTING THE CITY OF _____ FROM THE PROVISIONS OF K.S.A. 79-195*, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT AND REMOVING ANY LIMITATION OF TAX LEVY. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF _____:

Section 1. (Exemption)

In accordance with the authority granted to cities by K.S.A. 79-5036(a), as amended, and Section 5 of Article 12 of the Kansas Constitution, the City of _____ hereby elects to exempt itself from and to make inapplicable to the City of _____, the provisions as are set out in this ordinance. The provisions of the above-mentioned statute apply to the City of _____, but do not apply uniformly to all cities in Kansas.

Section 2. (Repeal)

Charter Ordinance No. _____ of the City of _____, is hereby repealed.]

Section X. (Tax levy)

The governing body of the City of _____ is hereby authorized and empowered to levy taxes in each year for the general fund and other city purposes. Said purposes shall include all of the operations of the city except as limited by the provisions of Section ____, or this ordinance. The governing body may levy an amount necessary to meet the requirements of its adopted budget.

Section X. (Library)

The rate of levy for library purposes shall not exceed ____ mills.

Section X. (Publication)

This ordinance shall be published once each week for two consecutive weeks in the official city newspaper as provided by law.

Section X. (Effective date)

This is a Charter Ordinance and shall take effect 61 days after the last publication thereof unless a sufficient petition for a referendum is filed and a referendum held on the ordinance is provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

Passed by not less than two-thirds vote of the members-elect of the governing body this _____ day of _____, (year).

Kansas Constitution Article 12 section 5

§ 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 here in 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.

Jason Sheahan <jsheahan@garnettks.net>

Library Funding

Chris Moe <Extern@lkm.org>
To: Jason Sheahan <jsheahan@garnettks.net>

Thu, Sep 8, 2022 at 2:20 PM

Hi Jason,

Per our conversation, I am sending you a few charter ordinance examples for KSA 12-1220. All of these examples outline "caps" on the amount the municipal library board may levy. The League recommends working with your city attorney on the draft language if Garnett would like to go this route.

Additionally, I have a few folks you should consider contacting if you would like more information on the Kansas Regional Library System. Specifically, the South Eastern Region, which the Garnett library would theoretically would join, is head quartered in Iola and can be contacted at 620-365-5136. Another contact the state librarian office recommended would be Jeff Hixon, the Director of Statewide Services, can be reached at 785-296-3154.

Sincerely,

Chris Moe J.D

Legal Extern

League of Kansas Municipalities

Washburn Law Class of 2022

[Quoted text hidden]



Library CO examples- 12-1220.pdf

714K

(First published in the Lawrence Daily Journal-World Nov. 9, 1981)

CHARTER
ORDINANCE NO. 16
A CHARTER ORDINANCE RELATING TO THE BOARD OF DIRECTORS OF THE FREE PUBLIC LIBRARY OF THE CITY OF LAWRENCE, KANSAS, BY REPEALING CHARTER ORDINANCE NOS. 2, 7, 8, AND CHARTER ORDINANCE NO. 10, OF THE CITY OF LAWRENCE, KANSAS, AND PROVIDING SUBSTITUTE PROVISIONS ON THE SAME SUBJECT.

WHEREAS, the Governing Body of the City of Lawrence, Kansas, is required by 1979 K.S.A. 12-1220 to annually levy a tax for the maintenance of the Lawrence Municipal Library in such sum as the Library Board shall determine within the limitations fixed by law, and

WHEREAS, the tax limitations of 1961 Supp. K.S.A. 79-1951, 1981 Supp. K.S.A. 12-1215, 1977 Supp. K.S.A. 79-1950, and 1977 Supp. K.S.A. 79-1951 are not applicable to the City of Lawrence, Kansas, and

WHEREAS, the Governing Body of the City of Lawrence, Kansas, desires to maintain limitations on the tax levy for the maintenance of the Lawrence Free Public Library for fiscal accountability and restraint.

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

SECTION I. That pursuant to the provisions of Section 5(c) of Article 12, of the Constitution of the State of Kansas, the City of Lawrence, Kansas, hereby elects that the following provisions shall establish the maximum allowable mill levy limit of the Lawrence Free Public Library:

"The Governing Body of the City of Lawrence, shall annually levy a tax for the equipping and maintaining of the Free Public Library of the City of Lawrence, Kansas, in such sum as the Library Board shall determine not to exceed 4.0 mills on each dollar or the assessed tangible valuation of the city and an additional sum not to exceed .5 mills on each dollar of the assessed tangible valuation of the city for the purpose of paying both the Library's social security tax and contributions to the Kansas Public Employees Retirement System (KPERs). Any future increase or decrease to the tax levy provisions of this section may be made by ordinary ordinance passed by the Governing Body of the City of Lawrence."

SECTION II. That this ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION III. This is a charter ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c), (3), of the Constitution of Kansas, in which case the ordinance shall become effective, if approved by a majority of the electors voting therein.

SECTION IV. That Charter Ordinance No. 2, Charter Ordinance No. 7, Charter Ordinance No. 8, and Charter Ordinance No. 10, of the City of Lawrence, Kansas, are hereby repealed and of no further force and effect.

PASSED by the Governing Body of the City of Lawrence, Kansas, not less than two-thirds (2/3) of the members-elect voting in favor thereof, this 3rd day of November, 1981.

Approved
/s/Marci Francisco
Marcia Francisco, Mayor

Attest:
/s/Vera Mercer
Vera Mercer, City Clerk

Corning # 1

12-1220

Press Clipping Division
Kansas Press Service, Inc.
Affiliate of Kansas Press Association
Box 1773, Topeka, Kansas 66601

KANSAS
Seneca Courier-Tribune

JUL 24 1980

Valley High School and its employees
Seneca, Mo.

Kelly.

(First published in The Courier-Tribune, Seneca, Kansas, Thursday, July 24, 1980)
CHARTER ORDINANCE NO. 1. A CHARTER ORDINANCE RELATING TO THE BOARD OF DIRECTORS OF THE CORNING CITY LIBRARY OF THE CITY OF CORNING, KANSAS AND EXEMPTING SAID CITY FROM THE PROVISIONS OF K.S.A. 12-1220.

become effective, if approved by a majority of the electors voting therein.

PASSED by the Governing Body of the City of Corning, Kansas, not less than two-thirds (2/3) of the members-elect voting in favor thereof, this 17th day of July, 1980.

Approved:
WILFRID M. EISENBARTH, Mayor

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

Attest:
ETHEL L. FREDERICKSON,

City Clerk
(SEAL)

104:2

SECTION I. That pursuant to the provisions of Section 5 (c) of Article 12 of the Constitution of the State of Kansas, the City of Corning, Kansas, hereby elects that K.S.A. 12-1220 as amended, shall not apply to said City and provides the following substitute and additional provisions on the same subject:

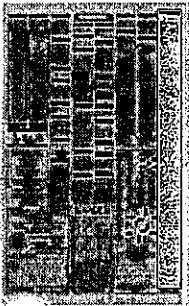
"The Board of Directors of the Corning City Library of the City of Corning, Kansas, may recommend and the Governing Body of the City may, in lieu of the tax authorized by K.S.A. 79-1953 levy annually, in addition to other taxes provided by law, a tax in such sum as the Governing Body shall determine not to exceed 4.0 mills on each dollar of the assessed tangible valuation of the City, for the purpose of equipping, operating and maintaining of such Public Library."

SECTION II. That this Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION III. This is the Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, Subdivision (c), (3), of the Constitution of Kansas, in which case the Ordinance shall

Arkansas City
#19
12-1220

Arkansas City
Traveler
Arkansas
City, KS
Circ. 3985
From Page:
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8/20/2008
34024



Public Notice 89
02

(First published in the Arkansas City Traveler, Wednesday, August 13, 2008.)

**CHARTER ORDINANCE NO. 19
A CHARTER ORDINANCE
OF THE CITY OF
ARKANSAS CITY,
KANSAS, REPEALING
CHARTER ORDINANCE 8
AND 8A, AND EXEMPTING
SUCH CITY FROM THE
PROVISIONS OF K.S.A.
12-1220 RELATING TO
LIBRARIES, AND
PROVIDING SUBSTITUTE
AND ADDITIONAL
PROVISIONS RELATING
THERETO.**

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the "Act") provides that cities may exercise certain home rule powers, including adopting charter ordinances which exempt such cities from enactments of the Kansas Legislature; and

WHEREAS, the City of Arkansas City, Kansas (the "City") is a city, as defined in the Act, duly created and organized under the laws of the State of Kansas (the "State"); and

WHEREAS, K.S.A. 12-1220 is a part of an enactment of the Kansas Legislature (K.S.A. 12-1218, et seq.) relating to libraries, which enactment is applicable to the City but is not uniformly applicable to all cities within the State; and

WHEREAS, the governing body of the City desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-1220, and to provide substitute and additional provisions therefor in order to provide a mill levy limitation to operate the City library.

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

Section 1. Exemption-K.S.A. 12-1220. The City, by the power vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it

the provisions of K.S.A. 12-1220 and does hereby provide the following substitute and additional provisions in place thereof (modifications to the statutory language in italics):

The governing body of any municipality may by resolution, and shall, upon presentation of a petition signed by ten percent (10%) of the qualified electors of such municipality determined upon the basis of the total vote cast for the secretary of state at the last preceding general election, cause to be submitted to the voters of such municipality at the first local or general election thereafter, or if the petition so requires, at a special election called for that purpose, the question of the establishment and maintenance of a library by such municipality. If a majority of the votes cast at such election on such proposition shall be in the affirmative, the governing body shall forthwith establish such library and is hereby authorized to and shall annually levy a tax for the maintenance *and employee benefits* of such library in such sum as the library board shall determine within the limitations fixed by law, *but in no event shall the amount of such levy exceed six mills*, and to pay a portion of the principal and interest on bonds issued under the authority of K.S.A. 12-1774, and amendments thereto, by cities located in the county.

Such tax shall be levied and collected in like manner as other taxes of the municipality and, except for an amount to pay a portion of the principal and interest on bonds issued under the authority of K.S.A. 12-1774, and amendments thereto, by cities located in the county, shall be kept in a separate fund to be known as the library fund of such municipality. If the territory of the municipality includes another municipality which is then maintaining a library, the proposition to establish a library by the larger municipality shall not be voted upon by the residents of the included municipality, nor shall a levy to establish or maintain such library be assessed against property

therein, unless the library board and governing body of the included municipality shall give notice in writing that they desire to participate in the library to be established and to pay the tax for the establishment and maintenance thereof as other parts of the municipality establishing such library.

Section 2. Repeal. As the mandates contained in Section 1 conflict with the mandates contained in Charter Ordinance 8 and 8A, and the statute modified by those Charter Ordinances has been repealed by the State of Kansas, those Charter Ordinances are hereby repealed in full.

Section 3. Non-severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, this entire Ordinance shall be invalid.

Section 4. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk, demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such a purpose.

PASSED by the governing body of the City by not less than two-thirds of the members-elect of the governing body on August 5, 2008 and signed by the Mayor.

Mell Kuhn, Mayor

ATTEST:
LESLEY SHOOK, City Clerk
DRAFTED AND APPROVED AS
TO FORM:
TAMARA L. NILES, City Attorney
(8-13, 8-20)

This was drafted by Commissioner Sheahan. The City Attorney, City Manager, Mayor Gwin and Commissioner Cole were not involved.

Draft Library Charter Ordinance

Charter Ordinance No. _____

A CHARTER ORDINANCE EXEMPTING THE CITY OF GARNETT FROM THE PROVISIONS OF K.S.A. 12-1220, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT, AND LIMITING THE TAX LEVIED FUNDS OF THE LIBRARY BUDGET. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARNETT

Section 1. (Exemption)

In accordance with the authority granted to cities by Section 5 of Article 12 of the Kansas Constitution, the City of Garnett is to exempt itself from K.S.A. 12-1220 and to make inapplicable to the City of Garnett, the provisions as are set out in this ordinance. The provisions of the above-mentioned statute apply to the City of Garnett but do not apply uniformly to all cities in Kansas.

Section 2. (Repeal)

Charter Ordinance No. _____ of the City of Garnett, is hereby repealed. (only if necessary)

Section 3. (Tax levy)

The governing body of the City of Garnett is hereby authorized and empowered to levy taxes in each year for the general fund and other city purposes. Said purposes shall include all of the operations of the city. The governing body may levy an amount necessary to meet the requirements of its adopted budget.

Section 4. (Library Tax Levied Budget)

The Board of Directors of the Garnett City Library of the City of Garnett Kansas, May recommend and the Governing Body of the City Garnett shall determine, a tax not to exceed 1.5 mills on each dollar of the assessed tangible valuation of the City of Garnett, for the purpose of equipping, operating, and maintaining of such Public Library.

Section 5. (Library Non-Tax Budget)

The Garnett City Library of the City of Garnett Kansas is authorized to charge fees, apply for grants, fundraise, accept donations and raise other funds that are not levied and/or sales tax from the City of Garnett.

Section 6. (Publication)

This ordinance shall be published once each week for two consecutive weeks in the official city newspaper as provided by law.

Section 7. (Effective date)

This is a Charter Ordinance and shall take effect 61 days after the last publication thereof unless a sufficient petition for a referendum is filed and a referendum held on the ordinance is provided in Article 12, Section 5, Subdivision (c)(3) of the Constitution of the State of Kansas, in which case the ordinance shall become effective if approved by a majority of the electors voting thereon.

Passed by not less than two-thirds vote of the members-elect of the governing body this _____ day of _____, (year).

2023				
Taxing Entity	Assessed Valuation	\$ Value of 1 Mill	Mills	Tax funded Budget
City of Garnett	\$ 28,664,555	\$ 28,664.56	6.581	\$ 188,641.44

2023				
Taxing Entity	Assessed Valuation	\$ Value of 1 Mill	Mills	Tax funded Budget
SEK Library	\$ 1,155,530,661	\$ 1,155,530.66	1.493	\$ 1,725,207.28
Anyone in Anderson County not in a library district pays the SEK Library tax.				
KSA 75-2550 Libraries taxing .25 mill or more can opt out of Regional Library Tax				

2023 Mill Comparison for Equal Budget				
Taxing Entity	Assessed Valuation	\$ Value of 1 Mill	Required Mills *	Tax funded Budget
Anderson Co	\$ 126,241,849	\$ 126,241.85	1.494	\$ 188,641.44
USD 365 General Fund	\$ 93,615,975	\$ 93,615.98		
USD 365 All other Funds	\$ 105,962,195	\$ 105,962.20	1.780	\$ 188,641.44
USD 365 Capital Outlay	\$ 105,962,195	\$ 105,962.20		

* Mills were rounded to 3 decimal places

2023 Difference in Mills if the Library was a County Library instead of Municipal					
Taxing Entity	Assessed Valuation	\$ Value of 1 Mill	Required Mills	Library Budget	Difference in Mills
City of Garnett	\$ 28,664,555	\$ 28,664.56	6.581	\$ 188,641.44	-5.087
Anderson Co	\$ 126,241,849	\$ 126,241.85	1.494	\$ 188,641.44	0.001
If the Garnett Library was a County library then Anderson Co residents would stop paying SEK Library Mill the net impact would be a .001 Mill increase to County residents.					

See attached Docs for Source Data

Notice of budget hearing for Anderson County

(Published in the Anderson County Review on August 16, 2022.)

State of Kansas
County
2023

Notice of Budget Hearing

The governing body of Anderson County, Kansas will meet on August 29, 2022, at 10:00 AM, at the Anderson County Community Building for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of ad valorem tax and the Revenue Neutral Rate. Detailed budget information is available at the County Clerk's Office and will be available at this hearing.

Budget Summary

Proposed Budget 2023 Expenditures and Amount of 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Estimated Tax Rate is subject to slight change depending on final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Amount of 2022 Ad Valorem Tax	Proposed Est. Tax Rate*	
General	4,956,382	29.840	5,513,240	31.561	4,933,214	26,455,036 20.952	
Special Purpose Funds:							
Ambulance	589,296	5.381	597,400	4.584	651,715	611,010 4.840	
Conservation District	50,000	0.443	50,000	0.385	50,000	46,519 0.368	
Election	61,839	0.571	62,000	0.489	62,000	57,275 0.454	
Emergency Phone Equipment	47,366		91,351		118,347		
Employee Benefits	1,557,428	10.994	1,615,750	13.246	1,693,250	1,557,364 12.336	
Fair Building	8,500	0.075	11,250	0.093	9,250	8,642 0.068	
Historical Society	30,300	0.271	40,000	0.328	40,700	38,755 0.307	
Intellectual Disabilities	46,586	0.414	46,586	0.359	46,586	43,328 0.343	
Mental Health	85,651	0.767	88,220	0.681	89,985	84,045 0.666	
Multi-County Health	89,000	0.800	89,000	0.686	89,000	82,684 0.655	
Noxious Weed	152,458	1.398	161,100	1.240	161,100	150,159 1.189	
Reappraisal	295,781	2.721	333,507	2.605	356,186	123,707 0.980	
Road and Bridge	3,386,271	23.009	3,091,195	18.393	3,117,400	3,117,234 24.693	
Service Program for the Elderly	84,000	0.760	84,000	0.647	72,550	66,163 0.524	
Special Alcohol	4,931		4,442		6,083		
Special Bridge	338,172	1.566	381,675	2.436	443,000	394,075 3.122	
Special Liability	45,000	0.296	45,000	0.320	45,000	42,954 0.340	
Special Parks and Recreation	14,656		14,325		2,214		
Wireless Phone Equipment	420		500		4,228		
Bond and Interest Funds:							
Bond and Interest	242,125	2.093	242,975	1.915	268,675	243,657 1.930	
New Hospital Bond and Interest	1,587,797	4.777	1,569,050	4.320	1,844,230	556,382 4.407	
Welder Sewer Bond and Interest	19,798		20,000		20,205		
Business Funds:							
Solid Waste	317,862		201,000		453,250		
Welder Sewer District	35,600		53,500		60,280		
Non Budgeted Funds A	256,012						
Non Budgeted Funds B	95,569						
Non Budgeted Funds C	540,061						
Non Budgeted Funds D	269,634						
Non Budgeted Funds E	363,963						
Non Budgeted Funds F	127,016						
Totals	15,699,574	86.176	14,406,996	84.288	15,238,448	9,868,989 78.174	
Revenue Neutral Rate**							70.411
Less: Transfers	1,936,176		808,598		950,411		
Net Expenditure	13,763,398		13,598,398		14,288,037		
Total Tax Levied	8,842,039		8,842,281		126,241,849		
Assessed Valuation	102,604,431		104,905,579				

	2020	2021	2022
Outstanding Indebtedness, Jan. 1,			
General Obligation Bonds	25,625,000	26,665,000	600,000
Revenue Bonds			
Other Debt	320,900	315,100	308,300
Lease Purchase Principal	2,360,007	1,918,246	1,518,246
Totals	28,305,907	28,898,346	2,426,546

* Tax Rates are expressed in mills.
** Revenue Neutral Rate as defined by KSA 79-2988

Julie Weltstein
County Clerk

Notice of public hearing for special use permit for one-day event in Oct.

(Published in the Anderson County Review, August 16, 2022)

03(Mundell) to have a one-day event with live music, food trucks and a pumpkin patch in October 2022 in a "R-1" single family residential district. Said property is located at:

attend the public hearing or submit written comments, opposed or in support, to the Planning Commission. The Planning Commission may continue this hearing date to a future date, if necessary, without further notice.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Anderson County Planning Commission will hold a Public Hearing on September 19, 2022 at 7:00 P.M. in the Anderson County Annex, 409 South Oak, Garnett, Kansas to consider:

All that part of the Northwest Quarter Section 31, Township 20 South, Range 20 East, Anderson County, Kansas, located at 1662 S Maple Street, Garnett, Kansas containing 21.32 acres more or less.

Special Use Permit application #SUP2022-

Any person concerned with this request may

/s/
Thomas R. Young
Planning & Zoning Director

Anderson County balance of funds

(Published in the Anderson County Review, Tuesday, August 16, 2022.)

The Following statement is the balance of funds from the ledger of the Treasurer of Anderson County, Kansas, at the close of business on the 30th day of April, 2022.

COUNTY & STATE FUNDS	TOWNSHIPS
COUNTY GENERAL..... \$ 1,227,818.23	Jackson Twp - General \$ -
COUNTY ROAD..... \$ 1,687,270.97	TOTAL TOWNSHIPS \$ -
NOXIOUS WEED..... \$ 86,191.52	
HEALTH..... \$ 9,340.59	
EMPLOYEE BENEFITS..... \$ 550,652.43	
SELF FD HEALTH INSURANCE..... \$ 25,234.45	
FAIR BUILDING..... \$ -	
SPECIAL BRIDGE..... \$ 272,165.68	
DIRECT ELECTION..... \$ 22,821.22	
HISTORICAL SOCIETY..... \$ -	
INTELLECTUAL DISABILITIES..... \$ -	
AMBULANCE..... \$ -	
AMBULANCE RESERVE..... \$ 86,375.80	
MENTAL HEALTH..... \$ -	
SPECIAL LIABILITY..... \$ 986.43	
CONSERVATION DISTRICT..... \$ -	
REAPPRAISAL..... \$ -	
SERVICE PROG FOR ELDERLY..... \$ 119,524.62	
FIRE DISTRICT..... \$ 195,396.15	
RURAL FIRE IMPR..... \$ 306,036.92	
SPECIAL PKS AND RECREAT..... \$ 13,363.31	
SPECIAL MACHINERY..... \$ 342,010.86	
SPECIAL HWY IMPROV..... \$ 418,244.15	
JAIL/SHERIFF RESERVE..... \$ 827,819.46	
WELDA SEWER MAINT RESID..... \$ 1,076,898.27	
WELDA SEWER DEBT FUND..... \$ 205.02	
EQUIPMENT RESERVE..... \$ 1,137,868.76	
DIVERSION FEE..... \$ 21,405.53	
OFFENDER REGISTRATION FUN..... \$ 6,753.78	
MULTI-YEAR CAPITAL IMPROV..... \$ 1,382,545.02	
LAW ENFORCEMENT CNTR BOND..... \$ 795,413.01	
DEPT OF JUSTICE VEST GRAN..... \$ 2,532.85	
ETHANOL PLANT TAX PROTEST..... \$ 2,094,230.12	
BOND REFINANCE..... \$ -	
EMS TAX LID RESERVE..... \$ 202,782.84	
AMERICAN RESCUE PLA..... \$ 137,486.97	
VETERANS MEMORIAL..... \$ 72,765.15	
OLD HOSPITAL BOND & INT..... \$ 151,432.37	
NEW HOSPITAL BOND & INT..... \$ 611,623.32	
SOLID WASTE..... \$ 548,095.09	
MOTOR VEHICLE OPERATING..... \$ 83,330.68	
REG OF DEEDS TECHNOLOGY..... \$ 56,933.69	
CLERKS TECHNOLOGY FUND..... \$ 12,641.88	
COUNTY TREASURER TECH..... \$ 12,003.87	
PROSECUTING ATT TRAI..... \$ 6,477.76	
SP PROSECUTOR TRUST..... \$ 683.55	
CO ATTN Y TRUST FUND..... \$ 524.12	
D.A.R.E..... \$ 3,823.68	
JAIL COMMISSARY..... \$ 4,165.41	
HERITAGE TRUST FUND..... \$ 514.00	
LAW ENFORCEMENT TRUST..... \$ 11,816.17	
PAYROLL CLEARING..... \$ (40.36)	
CURRENT TAX..... \$ 675,013.99	
MOTOR VEHICLE TAX..... \$ 239,022.53	
DELINQUENT PP TAX..... \$ 381.12	
REDEMPTIONS..... \$ 26,355.75	
TAX FORECLOSURE SALE..... \$ -	
PARTIAL TAX PAYMENT..... \$ 24,450.33	
RECREATIONAL VEH TAX..... \$ 6,253.51	
MINERAL PRODUCTION TAX..... \$ 404.94	
ESCAPED TAX..... \$ 7,551.80	
COMMERCIAL MOTOR VEH..... \$ 65,044.95	
WATERCRAFT TAX..... \$ 560.45	
DEL WATERCRAFT TAX..... \$ -	
ESC WATERCRAFT TAX..... \$ -	
CLERK OF DIST COURT..... \$ 72.00	
MOTOR VEHICLE LICENSE..... \$ 11,746.26	
FISH AND GAME..... \$ 489.00	
BANKRUPTCY..... \$ 481.30	
DRIVERS LICENSE FEES..... \$ -	
OVER & SHORT..... \$ 3,643.60	
911..... \$ 66,677.11	
WIRELESS 911..... \$ 4,542.26	
VIN..... \$ 19,096.66	
AMERICAN RESCUE PLA..... \$ -	
SALES TAX..... \$ 144,062.78	
TOTAL CO. & STATE..... \$ 15,997,006.24	
TOWNSHIPS	
Jackson Twp - General	\$ -
TOTAL TOWNSHIPS	\$ -
CITIES	
Garnett City - General	\$ -
Garnett City - Library	\$ -
Garnett City - Airport	\$ -
Garnett City - Law Enforcement	\$ -
Greeley City - General	\$ -
TOTAL CITY	\$ -
TOWNSHIPS	
Washington Township	\$ -
WELDA TOWNSHIP - unpaid sewer	\$ -
TOTAL TOWNSHIPS	\$ -
CEMETERIES	
TOTAL CEMETERIES	\$ -
WATERSHEDS	
POTTAWATOMIE W.S. #90	\$ 4,175.04
TOTAL WATERSHEDS	\$ 4,175.04
SCHOOLS	
USD NO 365 - GENERAL	\$ -
USD NO 365 - CAPITAL OUTLAY	\$ -
USD NO 365 - BOND & INTEREST	\$ -
USD NO 365 - SUPPLEMENT	\$ -
Total USD 365	\$ -
USD NO 479 - GENERAL	\$ -
Total USD 479	\$ -
TOTAL SCHOOLS	\$ -
SE KS LIBRARY	
TOTAL LIBRARY	\$ -
SUMMARY	
COUNTY & STATE.....	\$ 15,997,006.24
TOWNSHIPS.....	\$ -
CITIES.....	\$ -
CEMETERIES.....	\$ -
WATERSHEDS.....	\$ 4,175.04
SCHOOLS.....	\$ -
SE KS LIBRARY.....	\$ -
TOTAL FUNDS	\$ 16,001,181.28
BANK BAL&CASH ITEMS.....	\$ 16,001,181.28

I, Dena McDaniel, Treasurer, Anderson County, Kansas, do solemnly affirm that the foregoing statements of accounts is correct to the best of my knowledge and belief.
Dena McDaniel
SEAL
DENA MCDANIEL
TREASURER
STATE OF KANSAS

I, Julie Weltstein, Clerk, Anderson County, Kansas, certify that the foregoing statement was subscribed and affirmed before me in my presence 8th day of August, 2022.
Julie Weltstein
SEAL
OFFICIAL
CLERK
ANDERSON COUNTY, KANSAS

Notice of budget hearing for USD 365

(Published in the Anderson County Review on August 16, 2022.)

The governing body of Unified School District 365 will meet on the 1st day of September 2022 at 7:30 PM at 305 N. Oak, Garnett, KS 66032 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, building needs assessment and Board state assessments review is available at 305 N. Oak, Garnett, KS 66032 on the district website and will be available at this hearing.

The Amount of 2022 Tax to be Levied and Expenditures (published below) establish the maximum limits of the 2022-2023 Budget. The 'Est. Tax Rate' (column 7), shown for comparative purposes, is subject to slight change depending on final assessed valuation.

Code 99 Line	2020-2021 Actual		2021-2022 Actual		2022-2023 Proposed Budget	
	Actual Expenditures (1)	Actual Tax Rate* (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Budgeted Expenditures (5)	Amount of 2022 Tax to be Levied (6)
OPERATING						
General	06	7,958,725	20.000	7,994,561	20.000	8,257,208
Supplemental General (LOB)	08	2,835,000	17.104	2,832,615	17.386	2,865,000
SPECIAL REVENUE						
Federal Funds	07	582,149		614,085		1,184,893
Adult Education	10	0	0.000	0	0.000	0
Preschool-Aged At-Risk	11	29,713		18,888		113,100
Adult Supplemental Education	12	0		0		1,243,500
At Risk (K-12)	13	1,081,658		1,073,192		525
Bilingual Education	14	0		0		6,125
Virtual Education	15	0		0		7,375
Capital Outlay	16	1,423,279	7.504	800,713	7.498	2,295,500
Driver Training	18	12,743		10,883		66,700
Declining Enrollment	19	0	0.000	0	0.000	0
Extraordinary School Program	22	0		0		0
Food Service	24	567,150		657,963		830,500
Professional Development	26	8,150		5,639		40,000
Parent Education Program	28	0		0		0
Summer School	29	0		0		0
Special Education	30	1,738,158		1,904,145		2,467,850
Cost of Living	33	0	0.000	0	0.000	0
Career and Postsecondary Education	34	243,683		263,364		372,250
Gifts and Grants	35	144,341		69,833		191,500
Special Liability Expense Fund	42	0	0.000	0	0.000	0
School Retirement	44	0	0.000	0	0.000	0
Extraordinary Growth Facilities	45	0	0.000	0	0.000	0
Special Reserve Fund	47	0		0		0
KPERS Special Retirement Contribution	51	947,749		986,497		1,104,877
Contingency Reserve	53	0		0		0
Textbook & Student Material Revolving	55	24,680		19,141		0
Activity Fund	56	50,453		62,296		0
DEBT SERVICE						
Bond and Interest #1	62	1,557,805	8.107	1,803,313	8.215	1,659,611
Bond and Interest #2	63	0	0.000	0	0.000	0
No-Fund Warrant	66	0	0.000	0	0.000	0
Special Assessment	67	0	0.000	0	0.000	0
Temporary Note	68	0	0.000	0	0.000	0
COOPERATIVES						
Special Education	78	0		0		0
TOTAL USD EXPENDITURES	100	19,005,436	52.715	18,723,223	53.099	22,478,189
Less: Transfers	105	3,422,962		3,454		

NOTICE OF HEARING TO EXCEED REVENUE NEUTRAL RATE AND BUDGET HEARING

State of Kansas
Special District

The governing body of
Southeast Kansas Library System
Allen County

will meet on August 23, 2022 at 6:00 p.m. at Iola Public Library Meeting Room, 218 E. Madison, Iola KS for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds, the amount of tax to be levied and the revenue neutral rate. led budget information is available at Southeast Kansas Library System Headquarters, 218 E. Madison, Iola, KS and will be available at this hea

SUPPORTING COUNTIES

Allen County (home county) Anderson, Bourbon, Chautauqua, Cherokee, Crawford
Elk, Greenwood, Labette, Linn, Montgomery, Neosho
Wilson, Woodson

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of Current Year Estimate for 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget Year for 2023		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Proposed Estimated Tax Rate*
General	1,787,066	1.498	1,863,072	1.437	2,084,009	1,621,677	1.403
Debt Service							
Employee Benefits	112,715	0.104	120,637	0.098	127,686	103,541	0.090
Capital Improvements					30,000		
Non-Budgeted Funds	53,505						
Totals	1,953,287	1.602	1,983,709	1.535	2,241,695	1,725,218	1.493
					<i>Revenue Neutral Rate **</i>		<i>1.394</i>
Less: Transfers	8,000		2,000		1,000		
Net Expenditures	1,945,287		1,981,709		2,240,695		
Total Tax Levied	1,650,538		1,649,307		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	1,030,465,396		1,070,025,616		1,155,530,661		

Outstanding Indebtedness,

	2020	2021	2022
Jan 1,			
G.O. Bonds	0	0	0
Revenue Bonds	0	0	0
Other	0	0	0
Lease Pur. Princ.	0	0	0
Total	0	0	0

*Tax rates are expressed in mills.

**Revenue Neutral Rate as defined by KSA 79-2988

Sharon Moreland

Director

75-2550. Same; system board; membership; powers. (a) The system board shall consist of one or more representatives selected by each of the boards participating in the regional system, and one or more representatives appointed by the board of county commissioners of each county that is a part of the regional system to represent territory not within the district of [the] participating library board but within the territory of the regional system of cooperating libraries. The petition provided for in K.S.A. [75-2549](#), and amendments thereto, may propose the number of representatives of each such board, but the determination thereof shall be made by the state board when approving such petition. The state board shall consider any petition presented to it as provided in this act and if it approves such petition it shall adopt a resolution officially designating such particular regional system of cooperating libraries and describing the territory thereof which shall include one or more counties but shall exclude the territory of any taxing district which regularly levies 0.25 or more mills of tax for the support of a public library upon the request of the governing body of the district making such levy. Any district so excluded may later petition to be added to and included in the regional system of cooperating libraries from which it was excluded and such petition shall be prepared and processed as other petitions provided for by this act. Additional counties may be added to the territory of any regional system of cooperating libraries upon petition by a library board located in such county and such a petition shall be prepared and processed as is provided in this act for initial petitions; except that the prior approval in writing of a petition under this sentence shall be obtained by the petitioning board from the regional board and attached to the petition when submitted to the state board. Within two weeks after receiving notice of approval of a petition provided for under this act the board of each participating library and the board of county commissioners of the county of residence of such appointee, shall select the number of representatives determined by the state board and shall certify the names and addresses of such representatives to the state librarian. The term of each such representative may be proposed in the petition provided under K.S.A. [75-2549](#), and amendments thereto, but shall not exceed four years, and the final determination of duration of terms shall be made by the state board at the time of approval of the petition.

(b) Any taxing district which regularly levies 0.25 mill or more of tax for the support of a public library, and which taxing district has been included in a regional system, may petition to be excluded from the regional system. Such petition shall be made and presented to the state board. The state board shall consider any such petition and if such taxing district meets the requirement for making such a petition and if excluding such taxing district from the regional system will do no manifest harm thereto, the state board may enter its order excluding and detaching such taxing district from the regional system and making such adjustment to the organization of such regional system as may be appropriate to continue the operation of the regional system without interruption.

(c) The system board shall have the authority and power to:

(1) Operate a system of library service to and for participating libraries;

(2) the system board may purchase service from a participating library for the benefit of the regional system of cooperating libraries;

(3) the system board may contribute to or receive contribution from any participating library, and may receive and utilize any gift of funds or property donated to the regional system of cooperating libraries;

(4) the system board may contract with any one or more participating libraries and the board of each participating library is hereby authorized to contract with the system board or with any one or more other boards, but any such contract shall provide that the same shall not take effect until approved by the state librarian;

(5) the system board may contract with any other system board or any board, but any such contract shall provide that the same shall not take effect until approved by the state librarian; and

(6) employ a system librarian and such other persons as the regional board may find convenient or necessary.

History: L. 1965, ch. 105, § 4; L. 2007, ch. 114, § 6; L. 2017, ch. 82, § 2; July 1.

CITY OF GARNETT 2017

Make **Siemens** CL20/120V 600A
 BANDIS/GYR RW 800 TD 1 IN
 Serial # **13-229-021** X17-9170-22
 Spc Min **83628903**
 Tax Exm
 Multi **80**
 Comments ON POLE N LIGHT POLE BY GAS 42-WA
 Code 2-SG 22-GS NO SEWER

Month	Serial #	Reading	Reading	Reading	Reading	Reading	Reading
Dec. 22	04993	13	7453	22	1500	1	
Nov. 27	04940	22	7431	16	1499	1	
Oct. 20	04918	17	7415	-	1498	1	
Sept. 26	04901	30	7415	1	1497	2	
Aug. 23	04871	29	7414	-	1495	1	
July 25	04842	36	7414	-	1494	1	
June 23	04806	27	7414	-	1493	1	
May 24	04779	28	7414	2	1492	2	
Apr. 27	06901	23	7412	4	1490	1	
Mar. 22	06878	26	7408	10	1489	1	
Feb. 21	06852	22	7398	19	1458	1	
Jan. 23	06830	18	7379	39	1487	-	
Forward	06812	21	7340	-	1487	-	
	06810	21	7340	00	1487	00	

Address **1203 EAST 2ND**
 Customer **17-9170-1**
02- GENCO MANUFACTURING, INC
 RICKERSON PIPE LINING, L F 12/4

Bus. 107 on Handlers

TS 15.00
 Syd 16.25
 72-TS-40:25
 31.25 OK

CITY OF GARNETT 2017

MAKE **Siemens**
 SIZE **CL20/120V 600A**
 SERIAL # **13-229-021**
 SPC. MIN. **83628903**
 SPC. TAX
 MULTI **80**
 COMMENTS ON POLE N LIGHT POLE BY GAS 42-WA
 Code 2-SG 22-GS NO SEWER

Month	Serial #	Reading	Reading	Reading	Reading	Reading	Reading
DEC. 22	04993	13	7453	22	1500	1	
NOV. 27	04940	22	7431	16	1499	1	
OCT. 20	04918	17	7415	-	1498	1	
SEPT. 26	04901	30	7415	1	1497	2	
AUG. 23	04871	29	7414	-	1495	1	
JULY 25	04842	36	7414	-	1494	1	
JUNE 23	04806	27	7414	-	1493	1	
JUNE 23	04779	28	7414	2	1492	2	
MAY 25	06901	23	7412	4	1490	1	
MAY 25	06878	26	7408	10	1489	1	
APR. 21	06852	22	7398	19	1458	1	
MAR. 22	06830	18	7379	39	1487	-	
FEB. 21	06812	21	7340	-	1487	-	
FEB. 21	06810	21	7340	00	1487	00	

Address **1203 EAST 2ND**
 Customer **17-9170-00**
02- GENCO Mfg Inc
 RICKERSON PIPELINES CO

Address **1203 EAST 2ND**
 Customer **17-9170-00**
02- GENCO Mfg Inc
 RICKERSON PIPELINES CO

CITY OF GARNETT 2016

Make Sensus TD
 Size CL20/120V/600A RW 1 IN
 Serial # 83628903 X17-9170-22 X17-9170-42
 Spc Min 80
 Tax Exm
 Multi 80
 Comments on pole N LIGHT POLE BY GAS
 Code 2-SG 22-GS 42-WA

Month	Code	Light Pole	Gas	NO SEWER
Dec. 21	05294	36	7620	36 15274
Nov. 27	05258	24	7584	20 15235
Oct. 24	05234	23	7564	1 15182
Sept. 24	05211	25	7563	- 15162
Aug. 28	05186	32	7563	- 15143
July 25	05152	30	7563	- 15111
June 25	05122	36	7563	1 15101
May 22	05086	33	7562	- 15092
Apr. 22	05053	34	7562	6 15073
Mar. 21	05019	19	7556	8 15041
Feb. 22	05000	27	7548	37 15032
Jan. 25	04978	25	7511	58 15011
Forward	04953	13	7453	22 15001

Address 1203 EAST 2ND
 Customer 17-9170-02- GENCO MANUFACTURING, INC

TS 55.00
 34 16.25
 72-TS 4025 49.25

2018

MAKE	SIZE	SERIAL #	SPC. MIN.	SPC. TAX	MULTI.	COMMENTS	DO NOT BILL	DEMAND	NUMBER CODE								
					100		<input checked="" type="checkbox"/>	Landis + Gyr 13687145 120/480/600	09-DM								
DEC.	21	0.214	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
NOV.	27	0.167	0.167	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
OCT.	24	0.190	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
SEPT.	24	0.396	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
AUG.	28	0.396	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
JULY	25	0.411	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
JUNE	25	0.429	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
MAY	22	0.390	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
APR.	22	0.100	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
MAR.	21	0.140	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
FEB.	22	0.128	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
JAN.	25	0.153	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130
FORWARD		0.130	0.000	0.167	0.190	0.000	0.396	0.411	0.429	0.390	0.100	0.128	0.000	0.153	0.130	0.000	0.130

1203 EAST 2ND
 17-9170-00 GENCO MANUFACTURING INC

mc-1/11 00000

CITY OF GARNETT 2019

Make LANDIS/GYR RW TD
 Size CL20/120V 600A 800 1 IN
 Serial # 13-229-021 X17-9170-22 X17-9170-42
 Spc Min
 Tax Exm
 Multi 80

Comments ON POLE N LIGHT POLE BY GAS
 Code 2-SG 22-GS 42-WA
 No Sewer

Dec. 24	05830	36	7806	32	1545	1
Nov. 25	05794	37	7774	20	1544	1
Oct. 24	05757	42	7754	1	1543	1
Sept. 24	05715	57	7753	1	1542	1
Aug. 26	05658	64	7752	1	1541	2
July 24	05594	60	7751	1	1539	2
June 24	05534	50	7750	-	1537	1
May 24	05484	41	7750	1	1536	2
Apr. 23	05443	37	7709	2	1534	2
Mar. 22	05406	32	7747	30	1532	2
Feb. 26	05374	37	7717	57	1530	1
Jan. 24	05337	43	7660	40	1529	2
Forward	05294	36	7620	36	1527	4

Address 1203 EAST 2ND
 Customer 17-9170-02 Genco Manufacturing, Inc.

T 36.00
 34 10.25

-72-75-40-25 52.25

2019

MAKE	Demand	Landis GYS	
SIZE	Landis + Gyr		
SERIAL #	13487105	13487105	
SPC. MIN.	120/480/100		
SPC. TAX			
MULTI.	100	100	
COMMENTS	on the pad mount transformer - 6000VA		
NUMBER CODE	09-DM	DO NOT BILL	

DEC.	24	0.184 0.000	0.184	
NOV.	25	0.186 0.000	0.186	
OCT.	24	0.304 0.1000	0.304	3000
SEPT.	24	0.312 0.000	0.312	600
AUG.	26	0.317 0.000	0.317	
JULY	24	0.322 0.000	0.322	
JUNE	24	0.312 0.000	0.312	
MAY	24	0.282 0.000	0.282	
APR.	23	0.241 0.000	0.241	
MAR.	22	0.188 0.000	0.188	
FEB.	26	0.198 0.000	0.198	
JAN.	24	0.180 0.000	0.180	
FORWARD ADDRESS CUSTOMER		0.214 0.000	0.214	

1203 E. 2nd Genco Manufacturing
 17-9170-00

2020

CITY OF GARNETT 2020

Make Demand Landis + GYR
 Size Landis + GYR
 Serial # 120/480
 Spc Min 120/480/1600
 Tax Exm 13687165

Multi 100
 Comments (on pad mount transformer - E-Side)
 Code Do NOT Bill

Code Do NOT Bill

CITY OF GARNETT 2020

Make LANDIS/GYR
 Size CL20/120V 600A
 Serial # X17-9170-22
 Spc Min 83625403
 Tax Exm

Multi 80
 Comments ON POLE
 Code 2-SG 22-GS 42-WA
 BY GAS NO SEWER

Dec. 22	06373	37	7971	31	1561	1
Nov. 23	06373	40	7940	5	1560	1
Oct. 22	06296	39	7935	2	1559	1
Sept. 24	06257	58	7933	1	1558	1
Aug. 24	06199	57	7932	1	1557	1
July 23	06142	53	7931	1	1556	3
June 25	06089	53	7930	1	1553	2
May 27	06036	43	7929	3	1551	1
Apr. 27	05993	42	7926	15	1550	2
Mar. 26	05951	40	7911	24	1548	1
Feb. 24	05911	36	7887	36	1547	1
Jan. 28	05875	45	7851	45	1546	1
Forward	05830	36	7806	32	1545	1

Address 1203 EAST 2ND
 Customer 17-9170-00
 Genco Manufacturing Inc

TS 18.00
 27 110.75
 72-TS-40-25 3425

Dec. 22	0.7101	.701	03436		
Nov. 23	0.3360	0.701	0000		
Oct. 22	0.1768	0.228	1	1	needed
Sept. 24	0.135	0.35			to stock
Aug. 24	0.286	0.286			to stock
July 23	0.1498	0.248			to stock
June 25	0.300	0.300			to stock
May 27	0.231	0.231			to stock
Apr. 27	0.273	0.273			to stock
Mar. 26	0.196	0.196			to stock
Feb. 24	.243	.243			to stock
Jan. 28	.109	.109			to stock
Forward	0.184	0.184			to stock

Address 1203 E 2nd
 Customer 17-9170-00
 Genco Manufacturing LLC

CITY OF GARNETT 2021

Make LANDIS/GYR RW TD
 Size CL20/120V 600A 800 1 IN
 Serial # 83628903 X17-9170-22_c X17-9170-42
 Spc Min
 Tax Exm
 Multi 80
 Comments ON POLE N LIGHT POLE BY GAS
 Code 2-SG 22-GS 42-WA
 NO SEWER

Dec. 22	06856	24	8139	21	1574	1
Nov. 23	06832	26	8118	7	1573	1
Oct. 21	06806	31	8111	-	1572	1
Sept. 23	06775	42	8111	1	1571	1
Aug. 24	06733	42	8110	1	1570	2
July 27	06691	55	8109	1	1568	1
June 23	06636	54	8108	1	1567	1
May 26	06582	48	8107	2	1566	1
Apr. 22	06534	36	8105	8	1565	1
Mar. 26	06498	40	8097	18	1564	1
Feb. 24	06458	43	8079	61	1563	1
Jan. 25	06415	42	8018	47	1562	1
Forward	06373	37	7971	31	1561	1

Address 1203 EAST 2ND

Customer 17-9170-

02- GENCO MANUFACTURING INC

TS 30.00 33.00
 34 16.25
 72-TS 40.25 46.25 49.25

2021

CITY OF GARNETT 2021

Make LANDIS/GYR LANDIS/GYR
 Size 120/480/1600
 Serial # 13687165
 Spc Min
 Tax Exm
 Multi 100
 Comments ON PAD MOUNT
 Code DEMAND TRANSFORMER - E SIDE
 DO NOT BILL -DO-NOT-BILL

Dec. 22	0.729	0.709	04781	137
Nov. 23	0.721	0.721	04644	173
Oct. 21	0.708	0.708	04471	103
Sept. 23	0.718	0.718	04368	115
Aug. 24	0.699	0.699	04253	107
July 27	0.709	0.709	04146	111
June 23	0.721	0.721	04035	97
May 26	0.723	0.723	03938	123
Apr. 22	0.712	0.712	03815	94
Mar. 26	0.705	0.705	03721	1
Feb. 24	0.699	0.699	03620	84
Jan. 25	0.699	0.699	03520	92
Forward	0.699	0.699	03420	10-

Address 1203 E 2ND

Customer 17-9170-00

GENCO MANUFACTURING LLC

CITY OF GARNETT 2022

Make LANDIS/GYR RW TD
 Size CL20/120V 600A 800 1 IN
 Serial # ~~15-229-021~~ X17-9170-22 X17-9170-42
 Spc Min 83-6-28-70s
 Tax Exm 80
 Multi

Comments ON POLE N LIGHT POLE BY GAS
 Code 2-SG 22-GS 42-WA
 no sewer

Dec.					
Nov.					
Oct.					
Sept.					
Aug. 23	07113	41	8286	-	1583 1
July 26	07072	50	8286	1	1582 2
June 24	07022	40	8285	-	1580 1
May 23	06982	30	8285	2	1579 1
Apr. 21	06952	21	8283	15	1578 1
Mar. 24	06931	18	8268	20	1577 1
Feb. 28	06913	28	8248	56	1576 1
Jan. 25	06885	29	8192	53	1575 1
Forward 21	06856	24	8139	21	1574 1

Address 1203 EAST 2ND
 Customer 17-9170-1 02- Genco Manufacturing Inc

TS 41.10
 34 16.25
 72-TS 40.25 57.35

CITY OF GARNETT 2022

2022

Make Landis + GYR Landis + Gyr
 Size 120/480/1600
 Serial # 13687165
 Spc Min
 Tax Exm
 Multi 100
 Comments Demand
 Code on pad mount Transformer - E. Side

100
 Demand
 on pad mount Transformer - E. Side

Dec.					
Nov.					
Oct.					
Sept.					
Aug. 23	0.741	0.741	06059	136	
July 26	0.742	0.742	05703	180	
June 24	0.724	0.724	05723	172	
May 23	0.730	0.730	05551	153	
Apr. 21	0.367 0.000	0.367	05398	140	
Mar. 24	0.726 0.000	0.726	05258	136	
Feb. 28	0.698 0.000	0.698	05122	171	
Jan. 25	0.747 0.000	0.747	04951	170	
Forward 21	0.729 0.000	0.729	04781	137	

Address 1203 E 2nd
 Customer 17-9170-02 Genco Manufacturing Inc

2017

<u>MONTH</u>	<u>READING</u>	<u>USAGE</u>	<u>DEMAND</u>	<u>DEMAND CONV.</u>	<u>DEMAND AMOUNT</u>	<u>AMOUNT</u>
January	Not Read	0	0.136	13.6	\$	27.20
February	Not Read	0	0.154	15.4	\$	30.80
March	Not Read	0	0.174	17.4	\$	34.80
April	Not Read	0	0.190	19.0	\$	38.00
May	Not Read	0	0.078	7.80	\$	15.60
June	Not Read	0	0.431	43.1	\$	86.20
July	Not Read	0	0.410	41.0	\$	82.00
August	Not Read	0	0.214	21.4	\$	42.80
September	Not Read	0	0.211	21.1	\$	42.20
October	Not Read	0	0.211	21.1	\$	42.20
November	Not Read	0	0.158	15.8	\$	31.60
December	Not Read	0	0.130	13.0	\$	26.00
					\$	499.40

2018

MONTH	READING	100	100		DEMAND AMOUNT	AMOUNT
		USAGE	DEMAND	DEMAND CONV.		
January	Not Read	0	0.152	15.2 \$	30.40	
February	Not Read	0	0.178	17.8 \$	35.60	
March	Not Read	0	0.140	14 \$	28.00	
April	Not Read	0	0.169	16.9 \$	33.80	
May	Not Read	0	0.390	39 \$	78.00	
June	Not Read	0	0.429	42.9 \$	85.80	
July	Not Read	0	0.411	41.1 \$	82.20	
August	Not Read	0	0.396	39.6 \$	79.20	
September	Not Read	0	0.396	39.6 \$	79.20	
October	Not Read	0	0.190	19 \$	38.00	
November	Not Read	0	0.167	16.7 \$	33.40	
December	Not Read	0	0.214	21.4 \$	42.80	
				\$	646.40	

2019

MONTH	READING	100	100		DEMAND AMOUNT	AMOUNT
		USAGE	DEMAND	DEMAND CONV.		
January	Not Read	0	0.180	18	\$	36.00
February	Not Read	0	0.198	19.8	\$	39.60
March	Not Read	0	0.188	18.8	\$	37.60
April	Not Read	0	0.241	24.1	\$	48.20
May	Not Read	0	0.282	28.2	\$	56.40
June	Not Read	0	0.312	31.2	\$	62.40
July	Not Read	0	0.322	32.2	\$	64.40
August	Not Read	0	0.317	31.7	\$	63.40
September	Not Read	0	0.312	31.2	\$	62.40
October	Not Read	0	0.304	30.4	\$	60.80
November	Not Read	0	0.186	18.6	\$	37.20
December	Not Read	0	0.184	18.4	\$	36.80
					\$	605.20

2020

100

100

<u>MONTH</u>	<u>USAGE</u>	<u>DEMAND</u>	<u>DEMAND CONV.</u>	<u>DEMAND AMOUNT</u>	<u>AMOUNT</u>
January	Not Read	0.109	10.9	\$	21.80
February	Not Read	0.243	24.3	\$	48.60
March	Not Read	0.196	19.6	\$	39.20
April	Not Read	0.273	27.3	\$	54.60
May	Not Read	0.231	23.1	\$	46.20
June	Not Read	0.300	30	\$	60.00
July	Not Read	0.298	29.8	\$	59.60
August	Not Read	0.286	28.6	\$	57.20
September	Not Read	0.315	31.5	\$	63.00
October	Not Read	0.268	26.8	\$	53.60
November	0	0.701	70.1	\$	140.20
December	3436	0.701	70.1	\$	140.20
				\$	784.20

2021

MONTH	100		100				AMOUNT	AMOUNT	
	READING	USAGE	DEMAND	DEMAND CONV.	DEMAND AMOUNT	AMOUNT			
January	3528	92	9200	0.712	71.2	\$ 142.40	\$ 864.80	0.094 ESTIMATE	
February	3620	92	9200	0.679	67.9	\$ 135.80	\$ 864.80	0.094 ESTIMATE	
March	3721	101	10100	0.705	70.5	\$ 141.00	\$ 949.40	0.094 ESTIMATE	
April	3815	94	9400	0.712	71.2	\$ 142.40	\$ 883.60	0.094 ESTIMATE	
May	3938	123	12300	0.723	72.3	\$ 144.60	\$ 1,156.20	0.094 ESTIMATE	
June	4035	97	9700	0.721	72.1	\$ 144.20	\$ 911.80	0.094 ESTIMATE	
July	4146	111	11100	0.709	70.9	\$ 141.80	\$ 1,043.40	0.094 ESTIMATE	
August	4253	107	10700	0.699	69.9	\$ 139.80	\$ 1,005.80	0.094 ESTIMATE	
September	4368	115	11500	0.718	71.8	\$ 143.60	\$ 1,081.00	0.094 ESTIMATE	
October	4471	103	10300	0.708	70.8	\$ 141.60	\$ 968.20	0.094 ESTIMATE	
November	4644	173	17300	0.721	72.1	\$ 144.20	\$ 1,626.20	0.094 ESTIMATE	
December	4781	137	13700	0.729	72.9	\$ 145.80	\$ 1,287.80	0.094 ESTIMATE	
TOTAL						\$ 1,707.20	\$ 12,643.00		

2022

MONTH	100		100				ESTIMATE	
	READING	USAGE	DEMAND	DEMAND CONV.	DEMAND AMOUNT	AMOUNT		
January	4951	170	17000	0.747	74.7 \$	149.40 \$	1,598.00	0.094 ESTIMATE
February	5122	171	17100	0.698	69.8 \$	139.60 \$	1,607.40	0.094 ESTIMATE
March	5258	136	13600	0.726	72.6 \$	145.20 \$	1,278.40	0.094 ESTIMATE
April	5398	140	14000	0.367	36.7 \$	73.40 \$	1,322.50	
May	5551	153	15300	0.73	73 \$	146.00 \$	1,751.30	
June	5723	172	17200	0.724	72.4 \$	144.80 \$	1,962.20	
July	5903	180	18000	0.742	74.2 \$	148.40 \$	2,051.00	
August	6059	156	15600	0.741	74.1 \$	148.20 \$	1,784.60	
September			0		0 \$	-		
October			0		0 \$	-		
November			0		0 \$	-		
December			0		0 \$	-		
					\$	434.20	\$ 4,483.80	

TOTALS FROM EACH YEAR

<u>YEAR</u>	<u>AMOUNT OWED</u>
2017	\$ 499.40
2018	\$ 646.40
2019	\$ 605.20
2020	\$ 784.20
2021	\$ 14,350.20
2022	\$ 4,918.00
TOTAL LOST REVENUE	\$ 21,803.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_		
GOVERNMENT ADMINISTRAT	GENERAL	ADVANTAGE COMPUTER	NETWORK/PC LABOR	2,500.00		
		DOLLAR GENERAL CORPORATION	JANITORIAL CITY HALL	39.00		
		GARNETT PUBLISHING, INC.	RES 2022-10 2022-11	948.30		
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	17.92		
		ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING	2,990.00		
		LEAGUE OF KANSAS MUNIC.	MONICA HR-WEBINAR	75.00		
			LKM CITY ATTY MTG	120.00		
			STO-UPO BOOKS	225.61		
		PYRAMID FOODS/RAMEY/PRICE CUTTER	CITY HALL ICE	20.24		
			CITY HALL (4) WATER SPLIT	14.00		
		RYAN WALTER DBA	CITY HALL PEST CONTROL	8.75		
		KLEHAMMER, BRENDA JE'NELLE	DONNA HARRIS PARK QUOTE	65.00_		
			TOTAL:	7,023.82		
		COMMUNITY DEVELOPMENT	GENERAL	HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	17.92
				RYAN WALTER DBA	COMM DEV PEST CONTROL	5.00
					TOWN HALL PEST CONTROL	15.00_
					TOTAL:	37.92
PARKS, RECREATION & CE	GENERAL	COLE, WYATT W.	5TH 6TH GRADE FOOTBALL REF	60.00		
		D & S SANITATION LLC	SOCCER FIELD/CAMPGROUND TO	170.00		
			CAMPGROUND/SOCCER RESTROOM	170.00		
		DOLLAR GENERAL CORPORATION	JANITORIAL REC CENTER	27.75		
		FOUNTAIN, ROBIE	5TH 6TH GRADE FTBALL WHITE	70.00		
		FRONT ROW SPORTS	SOCCER SHIRTS	29.50		
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	71.68		
		HILL, DANIEL A.	5TH 6TH GRADE TACKLE REFER	60.00		
		HINES, CHRISTOPHER	HINES, CHRISTOPHER	200.00		
		HARCO ATHLETIC RECONDITIONING, INC	FOOTBALL UNIFORM SUPPLY	4,009.75		
		OTTAWA JR CYCLONES	REFEREE COSTS	135.00		
		WELBORN, FRED	WELBORN, FRED REIM GRAVE	100.00		
		KANSAS SECURITY	DOOR ACCESS SOFTWARE	399.00		
		PROFESSIONAL TURF PRODUCTS	HYD MOTOR ASM	2,096.30		
		PYRAMID FOODS/RAMEY/PRICE CUTTER	PARK CONCESSIONS	14.96		
			PARK JANITORIAL	50.07		
			PARKS (20) WATER SPLIT	70.00		
		R & R EQUIPMENT, INC.	PARKS EQUIP MAINT	91.29		
		RYAN WALTER DBA	REC CENTER PEST CONTROL	30.00		
			PARKS PEST CONTROL	30.00		
			DEPOT PARK PEST CONTROL	30.00		
			PARK RESTROOMS PEST CONTRO	30.00		
		KLEHAMMER, BRENDA JE'NELLE	DONNA HARRIS PARK QUOTE	65.00_		
			TOTAL:	8,010.30		
		STREET & STORMWATER	GENERAL	GENERAL MACHINERY & SUPPLY COMPANY	STREET NUTS/WASHER STOCK	67.00
				HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	89.60
				PYRAMID FOODS/RAMEY/PRICE CUTTER	STREETS (10) WATER SPLIT	35.00
RYAN WALTER DBA	STREET PEST CONTROL			15.00_		
	TOTAL:			206.60		
MUNICIPAL AIRPORT	AIRPORT	HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	26.88_		
			TOTAL:	26.88		
LIBRARY	LIBRARY	BAKER & TAYLOR BOOKS	BAKER & TAYLOR BOOKS	108.59		
			BAKER & TAYLOR BOOKS	373.27		
			BAKER & TAYLOR BOOKS	50.81		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CENTER POINT LARGE PRINT	CENTER POINT LARGE PRINT	43.74
			CENTER POINT LARGE PRINT	44.94
		KS. LIBRARY ASSOCIATION	KS. LIBRARY ASSOCIATION	245.00
		MIDWEST TAPE	DIGITAL AUDIOBOOKS	484.52
		PYRAMID FOODS/RAMEY/PRICE CUTTER	LIBRARY PROGRAMS	42.47
		RUESCHHOFF LOCKSMITH & SECURITY	LIBRARY LOCKSMITH	112.35
		RYAN WALTER DBA	LIBRARY PEST CONTROL	30.00
		THE IOLA REGISTER, INC.	THE IOLA REGISTER, LIBRARY	149.65
		USI EDUCATION & GOV'T. SALES	LIBRARY -- USI	143.40
		WOLKEN PLBG. & ELECTRIC, INC.	LIBRARY - WOLKEN PLMBG	148.60
			TOTAL:	1,977.34
FIRE DEPARTMENT	PUBLIC SAFETY	APPARATUS SERVICES, L.L.C.	E-ONE VALVE KIT	650.47
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	17.92
		MFA OIL CO - PETRO CARD 24	FIRE FUEL	105.42
		RYAN WALTER DBA	FIRE PEST CONTROL	30.00
		TRUSTPOINT INSURANCE	2008 PIERCE PUMPER	763.00
			TOTAL:	1,566.81
POLICE DEPARTMENT	PUBLIC SAFETY	AMTEC LESS LETHAL, INC	BEAN BAG, BLAST STRIP	1,280.20
		DIGITAL CONNECTIONS, INC.	COPIER POLICE DEPARTMENT	18.96
		GALLS LLC	UNIFORM-THOMPCKINS	152.33
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	80.64
		MFA OIL CO - PETRO CARD 24	PD FULE	1,725.40
		RYAN WALTER DBA	POLICE PEST CONTROL	15.00
		TURNER, TODD	TURNER, TODD REIMB CLASS	277.06
			TOTAL:	3,549.59
TOURISM	TOURISM	BRANDY COMM./KOFO-AM	BRANDY COMM./KOFO-AM FLYWH	498.00
		PAT'S SIGNS	PAT'S SIGNS FLYWHEELERS	390.00
			TOTAL:	888.00
ELECTRIC PRODUCTION	ELECTRIC	CINTAS CORPORATION # 430	SM SHOP TOWELS RED	71.06
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	8.96
		LUNDCO	LARGE A TORK TOWEL - ELEC	34.72
			POWER PLANT TORK TOWELS	69.44
		PYRAMID FOODS/RAMEY/PRICE CUTTER	POWER PLANT (14) WATER SPL	49.00
		RYAN WALTER DBA	POWER PLANT PEST CONTROL S	15.00
		UNITED TELEPHONE CO OF KS	ELEC UNITED TELEPHONE CO O	562.82
			TOTAL:	811.00
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	U-BOLT	850.00
			CREDIT U-BOLT PREVIOUS PUR	749.17
		CINTAS CORPORATION # 430	UNIFORMS	130.72
			SM SHOP TOWELS RED	8.78
			UNIFORMS/JANITORIAL SUPPLY	141.12
			UNIFORMS/JANITORIAL SUPPLY	8.78
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	62.72
		PYRAMID FOODS/RAMEY/PRICE CUTTER	ELETRIC ICE	7.96
			ELEC (10) WATER SPLIT	35.00
		RYAN WALTER DBA	SOUTH SHOP SPLIT ELEC	7.50
		STANION WHOLESALE ELECT. CO.	STANION WHOLESALE ELECT. C	34.91
			TOTAL:	538.32
GAS	GAS	DC & B SUPPLY	GAS LINE PARTS	186.20
			GAS LINE PARTS	1,124.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			GAS LINE PARTS	1,285.77
			GAS LINE PARTS	2,097.00
			MPT TRANSITION/RISER	1,048.28
			GAS METER	699.00
			GAS LINE PARTS	1,102.36
			GAS LINE PARTS	88.80
			GAS LINE PARTS	364.20
			GAS LINE PARTS	370.00
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	26.88
		LUNDCO	LARGE A TORK TOWEL-GAS DEP	34.72
		PYRAMID FOODS/RAMEY/PRICE CUTTER	GAS (10) WATER SPLIT	35.00
		RYAN WALTER DBA	SOUTH SHOP SPLIT GAS	7.50_
			TOTAL:	8,470.37
SANITATION	SANITATION	HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	26.88
		INLAND TRUCK PARTS COMPANY	TRASH TRUCK	469.05
		LUNDCO	TRASH TORK TOWEL/DISPENSER	69.44
		PYRAMID FOODS/RAMEY/PRICE CUTTER	REFUSE (2) WATER SPLIT	7.00
		RYAN WALTER DBA	SOUTH SHOP SPLIT TRASH	7.50_
			TOTAL:	579.87
WASTEWATER	WASTEWATER	PYRAMID FOODS/RAMEY/PRICE CUTTER	WASTEWATER JANITORIAL	22.44_
			TOTAL:	22.44
WATER	WATER	ACCURATE ENVIRONMENTAL LLC	CHEMICAL	490.61
		HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	26.88
		HAWKINS, INC.	REMOTE METER PANEL	102.36
			CHEMICAL - WATER	1,524.70
			CHEMICAL - WATER	13,776.35
		LUNDCO	WATER - TORK TOWELS/HAND C	91.09
		OLATHE WINWATER WORKS CO.	WATER FITTINGS/VALVES	1,788.50
			WATER FITTINGS/VALVES	401.00
			WATER FITTINGS/VALVES/GAS	894.00
			WATER FITTINGS/VALVES/GAS	464.00
			PIPE CUTTER	85.00
			HYDRT-- MAIN INSTALL QUEEN	3,780.00
			LINE- MAIN INSTALL QUEENSH	8,243.40
			TOOLS- MAIN INSTALL QUEENS	110.00
			FITTING- MAIN INSTALL QUEEN	2,831.00
			EQUIP - MAIN INSTALL QUEEN	4,108.00
		PACE ANALYTICAL SERVICES, INC.	MONTHLY ANALYTICAL CHRGS	260.64
		PYRAMID FOODS/RAMEY/PRICE CUTTER	WATER PLANT (14) WATER SPL	49.00
		RYAN WALTER DBA	SOUTH SHOP SPLIT WATER	7.50
			WATER PLANT PEST CONTROL S	15.00_
			TOTAL:	39,049.03
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	AMBER NICKEL	AMBER NICKEL REIMB	75.00
		RYAN WALTER DBA	ECO DEV PEST CONTROL	1.25_
			TOTAL:	76.25
PARKSIDE #1	PARKSIDE #1	HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	2.98
		R & R EQUIPMENT, INC.	GHA BUSH HOG MAINT PK1	87.91_
			TOTAL:	90.89
PARKSIDE #2	PARKSIDE #2	HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	2.99
		R & R EQUIPMENT, INC.	GHA BUSH HOG MAINT PK2	87.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	90.90
PARK PLAZA NORTH	PARK PLAZA NORTH	HAMPEL OIL DISTRIBUTORS, INC. R & R EQUIPMENT, INC.	PATRIOT DEX COOL ANTIFREEZ GHA BUSH HOG MAINT PPN	2.97 87.91_
			TOTAL:	90.88
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	JOHN IVEY	EST DEMO LOW WATER CROSSIN	10,400.00_
			TOTAL:	10,400.00

===== FUND TOTALS =====

101	GENERAL	15,278.64
102	AIRPORT	26.88
104	LIBRARY	1,977.34
105	PUBLIC SAFETY	5,116.40
107	TOURISM	888.00
109	ELECTRIC	1,349.32
110	GAS	8,470.37
111	SANITATION	579.87
112	WASTEWATER	22.44
113	WATER	39,049.03
114	ECONOMIC DEVELOPMENT	76.25
115	PARKSIDE #1	90.89
116	PARKSIDE #2	90.90
117	PARK PLAZA NORTH	90.88
118	CAPITAL IMPROVEMENT	10,400.00

GRAND TOTAL:		83,507.21

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCURATE ENVIRONMENTAL LLC	CHEMICAL	WATER	WATER	490.61_
			TOTAL:	490.61
ADVANTAGE COMPUTER	NETWORK/PC LABOR	GENERAL	GOVERNMENT ADMINISTRAT	2,500.00_
			TOTAL:	2,500.00
AMBER NICKEL	AMBER NICKEL REIMB	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	75.00_
			TOTAL:	75.00
AMTEC LESS LETHAL, INC	BEAN BAG, BLAST STRIP	PUBLIC SAFETY	POLICE DEPARTMENT	1,280.20_
			TOTAL:	1,280.20
ANIXTER, INC.	U-BOLT	ELECTRIC	ELECTRIC DISTRIBUTION	850.00
	CREDIT U-BOLT PREVIOUS PUR	ELECTRIC	ELECTRIC DISTRIBUTION	749.17-
			TOTAL:	100.83
APPARATUS SERVICES, L.L.C.	E-ONE VALVE KIT	PUBLIC SAFETY	FIRE DEPARTMENT	650.47_
			TOTAL:	650.47
ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING	GENERAL	GOVERNMENT ADMINISTRAT	2,990.00_
			TOTAL:	2,990.00
BAKER & TAYLOR BOOKS	BAKER & TAYLOR BOOKS	LIBRARY	LIBRARY	108.59
	BAKER & TAYLOR BOOKS	LIBRARY	LIBRARY	373.27
	BAKER & TAYLOR BOOKS	LIBRARY	LIBRARY	50.81_
			TOTAL:	532.67
BRANDY COMM./KOFO-AM	BRANDY COMM./KOFO-AM FLYWH	TOURISM	TOURISM	498.00_
			TOTAL:	498.00
CENTER POINT LARGE PRINT	CENTER POINT LARGE PRINT	LIBRARY	LIBRARY	43.74
	CENTER POINT LARGE PRINT	LIBRARY	LIBRARY	44.94_
			TOTAL:	88.68
CINTAS CORPORATION # 430	SM SHOP TOWELS RED	ELECTRIC	ELECTRIC PRODUCTION	71.06
	UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	130.72
	SM SHOP TOWELS RED	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORMS/JANITORIAL SUPPLY	ELECTRIC	ELECTRIC DISTRIBUTION	141.12
	UNIFORMS/JANITORIAL SUPPLY	ELECTRIC	ELECTRIC DISTRIBUTION	8.78_
			TOTAL:	360.46
COLE, WYATT W.	5TH 6TH GRADE FOOTBALL REF	GENERAL	PARKS, RECREATION & CE	60.00_
			TOTAL:	60.00
D & S SANITATION LLC	SOCCER FIELD/CAMPGROUND TO	GENERAL	PARKS, RECREATION & CE	170.00
	CAMPGROUND/SOCCER RESTROOM	GENERAL	PARKS, RECREATION & CE	170.00_
			TOTAL:	340.00
DC & B SUPPLY	GAS LINE PARTS	GAS	GAS	186.20
	GAS LINE PARTS	GAS	GAS	1,124.66
	GAS LINE PARTS	GAS	GAS	1,285.77
	GAS LINE PARTS	GAS	GAS	2,097.00
	MPT TRANSITION/RISER	GAS	GAS	1,048.28
	GAS METER	GAS	GAS	699.00
	GAS LINE PARTS	GAS	GAS	1,102.36
	GAS LINE PARTS	GAS	GAS	88.80

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	GAS LINE PARTS	GAS	GAS	364.20
	GAS LINE PARTS	GAS	GAS	370.00_
			TOTAL:	8,366.27
DIGITAL CONNECTIONS, INC.	COPIER POLICE DEPARTMENT	PUBLIC SAFETY	POLICE DEPARTMENT	18.96_
			TOTAL:	18.96
DOLLAR GENERAL CORPORATION	JANITORIAL CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	39.00
	JANITORIAL REC CENTER	GENERAL	PARKS, RECREATION & CE	27.75_
			TOTAL:	66.75
FOUNTAIN, ROBIE	5TH 6TH GRADE FTBALL WHITE	GENERAL	PARKS, RECREATION & CE	70.00_
			TOTAL:	70.00
FRONT ROW SPORTS	SOCCER SHIRTS	GENERAL	PARKS, RECREATION & CE	29.50_
			TOTAL:	29.50
GALLS LLC	UNIFORM-THOMPkins	PUBLIC SAFETY	POLICE DEPARTMENT	152.33_
			TOTAL:	152.33
GARNETT PUBLISHING, INC.	RES 2022-10 2022-11	GENERAL	GOVERNMENT ADMINISTRAT	948.30_
			TOTAL:	948.30
GENERAL MACHINERY & SUPPLY COMPANY	STREET NUTS/WASHER STOCK	GENERAL	STREET & STORMWATER	67.00_
			TOTAL:	67.00
HAMPEL OIL DISTRIBUTORS, INC.	PATRIOT DEX COOL ANTIFREEZ	GENERAL	GOVERNMENT ADMINISTRAT	17.92
	PATRIOT DEX COOL ANTIFREEZ	GENERAL	COMMUNITY DEVELOPMENT	17.92
	PATRIOT DEX COOL ANTIFREEZ	GENERAL	PARKS, RECREATION & CE	71.68
	PATRIOT DEX COOL ANTIFREEZ	GENERAL	STREET & STORMWATER	89.60
	PATRIOT DEX COOL ANTIFREEZ	AIRPORT	MUNICIPAL AIRPORT	26.88
	PATRIOT DEX COOL ANTIFREEZ	PUBLIC SAFETY	FIRE DEPARTMENT	17.92
	PATRIOT DEX COOL ANTIFREEZ	PUBLIC SAFETY	POLICE DEPARTMENT	80.64
	PATRIOT DEX COOL ANTIFREEZ	ELECTRIC	ELECTRIC PRODUCTION	8.96
	PATRIOT DEX COOL ANTIFREEZ	ELECTRIC	ELECTRIC DISTRIBUTION	62.72
	PATRIOT DEX COOL ANTIFREEZ	GAS	GAS	26.88
	PATRIOT DEX COOL ANTIFREEZ	SANITATION	SANITATION	26.88
	PATRIOT DEX COOL ANTIFREEZ	WATER	WATER	26.88
	PATRIOT DEX COOL ANTIFREEZ	PARKSIDE #1	PARKSIDE #1	2.98
	PATRIOT DEX COOL ANTIFREEZ	PARKSIDE #2	PARKSIDE #2	2.99
	PATRIOT DEX COOL ANTIFREEZ	PARK PLAZA NORTH	PARK PLAZA NORTH	2.97_
			TOTAL:	483.82
HARCO ATHLETIC RECONDITIONING, INC	FOOTBALL UNIFORM SUPPLY	GENERAL	PARKS, RECREATION & CE	4,009.75_
			TOTAL:	4,009.75
HAWKINS, INC.	REMOTE METER PANEL	WATER	WATER	102.36
	CHEMICAL - WATER	WATER	WATER	1,524.70
	CHEMICAL - WATER	WATER	WATER	13,776.35_
			TOTAL:	15,403.41
HILL, DANIEL A.	5TH 6TH GRADE TACKLE REFER	GENERAL	PARKS, RECREATION & CE	60.00_
			TOTAL:	60.00
HINES, CHRISTOPHER	HINES, CHRISTOPHER	GENERAL	PARKS, RECREATION & CE	200.00_
			TOTAL:	200.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
INLAND TRUCK PARTS COMPANY	TRASH TRUCK	SANITATION	SANITATION	469.05_
			TOTAL:	469.05
JOHN IVEY	EST DEMO LOW WATER CROSSIN	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	10,400.00_
			TOTAL:	10,400.00
KANSAS SECURITY	DOOR ACCESS SOFTWARE	GENERAL	PARKS, RECREATION & CE	399.00_
			TOTAL:	399.00
KLEHAMMER, BRENDA JE'NELLE	DONNA HARRIS PARK QUOTE	GENERAL	GOVERNMENT ADMINISTRAT	65.00
	DONNA HARRIS PARK QUOTE	GENERAL	PARKS, RECREATION & CE	65.00_
			TOTAL:	130.00
KS. LIBRARY ASSOCIATION	KS. LIBRARY ASSOCIATION	LIBRARY	LIBRARY	245.00_
			TOTAL:	245.00
LEAGUE OF KANSAS MUNIC.	MONICA HR-WEBINAR	GENERAL	GOVERNMENT ADMINISTRAT	75.00
	LKM CITY ATTY MTG	GENERAL	GOVERNMENT ADMINISTRAT	120.00
	STO-UPO BOOKS	GENERAL	GOVERNMENT ADMINISTRAT	225.61_
			TOTAL:	420.61
LUNDCO	LARGE A TORK TOWEL - ELEC	ELECTRIC	ELECTRIC PRODUCTION	34.72
	POWER PLANT TORK TOWELS	ELECTRIC	ELECTRIC PRODUCTION	69.44
	LARGE A TORK TOWEL-GAS DEP	GAS	GAS	34.72
	TRASH TORK TOWEL/DISPENSER	SANITATION	SANITATION	69.44
	WATER - TORK TOWELS/HAND C	WATER	WATER	91.09_
			TOTAL:	299.41
MFA OIL CO - PETRO CARD 24	FIRE FUEL	PUBLIC SAFETY	FIRE DEPARTMENT	105.42
	PD FULE	PUBLIC SAFETY	POLICE DEPARTMENT	1,725.40_
			TOTAL:	1,830.82
MIDWEST TAPE	DIGITAL AUDIOBOOKS	LIBRARY	LIBRARY	484.52_
			TOTAL:	484.52
OLATHE WINWATER WORKS CO.	WATER FITTINGS/VALVES	WATER	WATER	1,788.50
	WATER FITTINGS/VALVES	WATER	WATER	401.00
	WATER FITTINGS/VALVES/GAS	WATER	WATER	894.00
	WATER FITTINGS/VALVES/GAS	WATER	WATER	464.00
	PIPE CUTTER	WATER	WATER	85.00
	HYDRT-- MAIN INSTALL QUEEN	WATER	WATER	3,780.00
	LINE- MAIN INSTALL QUEENSH	WATER	WATER	8,243.40
	TOOLS- MAIN INSTALL QUEENS	WATER	WATER	110.00
	FITTTNG- MAIN INSTALL QUEEN	WATER	WATER	2,831.00
	EQUIP - MAIN INSTALL QUEEN	WATER	WATER	4,108.00_
			TOTAL:	22,704.90
OTTAWA JR CYCLONES	REFEREE COSTS	GENERAL	PARKS, RECREATION & CE	135.00_
			TOTAL:	135.00
PACE ANALYTICAL SERVICES, INC.	MONTHLY ANALYTICAL CHRGS	WATER	WATER	260.64_
			TOTAL:	260.64
PAT'S SIGNS	PAT'S SIGNS FLYWHEELERS	TOURISM	TOURISM	390.00_
			TOTAL:	390.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
PROFESSIONAL TURF PRODUCTS	HYD MOTOR ASM	GENERAL	PARKS, RECREATION & CE	2,096.30_
			TOTAL:	2,096.30
PYRAMID FOODS/RAMEY/PRICE CUTTER	CITY HALL ICE	GENERAL	GOVERNMENT ADMINISTRAT	20.24
	CITY HALL (4) WATER SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	14.00
	PARK CONCESSIONS	GENERAL	PARKS, RECREATION & CE	14.96
	PARK JANITORIAL	GENERAL	PARKS, RECREATION & CE	50.07
	PARKS (20) WATER SPLIT	GENERAL	PARKS, RECREATION & CE	70.00
	STREETS (10) WATER SPLIT	GENERAL	STREET & STORMWATER	35.00
	LIBRARY PROGRAMS	LIBRARY	LIBRARY	42.47
	POWER PLANT (14) WATER SPL	ELECTRIC	ELECTRIC PRODUCTION	49.00
	ELETRIC ICE	ELECTRIC	ELECTRIC DISTRIBUTION	7.96
	ELEC (10) WATER SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	35.00
	GAS (10) WATER SPLIT	GAS	GAS	35.00
	REFUSE (2) WATER SPLIT	SANITATION	SANITATION	7.00
	WASTEWATER JANITORIAL	WASTEWATER	WASTEWATER	22.44
	WATER PLANT (14) WATER SPL	WATER	WATER	49.00_
			TOTAL:	452.14
R & R EQUIPMENT, INC.	PARKS EQUIP MAINT	GENERAL	PARKS, RECREATION & CE	91.29
	GHA BUSH HOG MAINT PK1	PARKSIDE #1	PARKSIDE #1	87.91
	GHA BUSH HOG MAINT PK2	PARKSIDE #2	PARKSIDE #2	87.91
	GHA BUSH HOG MAINT PPN	PARK PLAZA NORTH	PARK PLAZA NORTH	87.91_
			TOTAL:	355.02
RUESCHHOFF LOCKSMITH & SECURITY	LIBRARY LOCKSMITH	LIBRARY	LIBRARY	112.35_
			TOTAL:	112.35
RYAN WALTER DBA	CITY HALL PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	8.75
	COMM DEV PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	TOWN HALL PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	REC CENTER PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	PARKS PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	DEPOT PARK PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	PARK RESTROOMS PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	STREET PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	LIBRARY PEST CONTROL	LIBRARY	LIBRARY	30.00
	FIRE PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	POLICE PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	POWER PLANT PEST CONTROL S	ELECTRIC	ELECTRIC PRODUCTION	15.00
	SOUTH SHOP SPLIT ELEC	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	SOUTH SHOP SPLIT GAS	GAS	GAS	7.50
	SOUTH SHOP SPLIT TRASH	SANITATION	SANITATION	7.50
	SOUTH SHOP SPLIT WATER	WATER	WATER	7.50
	WATER PLANT PEST CONTROL S	WATER	WATER	15.00
	ECO DEV PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.25_
			TOTAL:	300.00
STANION WHOLESALE ELECT. CO.	STANION WHOLESALE ELECT. C	ELECTRIC	ELECTRIC DISTRIBUTION	34.91_
			TOTAL:	34.91
THE IOLA REGISTER, INC.	THE IOLA REGISTER, LIBRARY	LIBRARY	LIBRARY	149.65_
			TOTAL:	149.65
TRUSTPOINT INSURANCE	2008 PIERCE PUMPER	PUBLIC SAFETY	FIRE DEPARTMENT	763.00_
			TOTAL:	763.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
TURNER, TODD	TURNER, TODD REIMB CLASS	PUBLIC SAFETY	POLICE DEPARTMENT	277.06_
			TOTAL:	277.06
UNITED TELEPHONE CO OF KS	ELEC UNITED TELEPHONE CO O ELECTRIC		ELECTRIC PRODUCTION	562.82_
			TOTAL:	562.82
USI EDUCATION & GOV'T. SALES	LIBRARY -- USI	LIBRARY	LIBRARY	143.40_
			TOTAL:	143.40
WELBORN, FRED	WELBORN, FRED REIM GRAVE	GENERAL	PARKS, RECREATION & CE	100.00_
			TOTAL:	100.00
WOLKEN PLBG. & ELECTRIC, INC.	LIBRARY - WOLKEN PLMBG	LIBRARY	LIBRARY	148.60_
			TOTAL:	148.60

===== FUND TOTALS =====

101	GENERAL	15,278.64
102	AIRPORT	26.88
104	LIBRARY	1,977.34
105	PUBLIC SAFETY	5,116.40
107	TOURISM	888.00
109	ELECTRIC	1,349.32
110	GAS	8,470.37
111	SANITATION	579.87
112	WASTEWATER	22.44
113	WATER	39,049.03
114	ECONOMIC DEVELOPMENT	76.25
115	PARKSIDE #1	90.89
116	PARKSIDE #2	90.90
117	PARK PLAZA NORTH	90.88
118	CAPITAL IMPROVEMENT	10,400.00

GRAND TOTAL: 83,507.21

TOTAL PAGES: 5

PAYROLL: \$115,009.21
 BILLS: \$ 83,507.21
 TOTAL: \$198,516.42