



*Small, Serene, Simply Garnett.*

## **City Commission Meeting**      **AGENDA**      **October 11, 2022, 6:00 P.M.**

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- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
  - A. Pledge of Allegiance
  - B. Invocation, Vernon Yoder, Church of the Brethren
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Recognition**
  - A. Presentation of KRWA Certificate to James Howard
- IV. **Governing Body Comments**
  - A. Commissioner Cole
  - B. Commissioner Sheahan
  - C. Mayor Gwin
- V. **Consent Agenda**
  - A. Approval of Minutes from September 27, 2022, Regular City Commission Meeting
  - B. Approval of Minutes from October 4, 2022 Special City Commission Meeting
  - C. Approval of Semi-Monthly Bills and Payroll in the amount of \$197,492.31
- VI. **Regular Business**
  - Consideration of Resolution 2022-13 Giving Notice of Public Hearing on creating a Community Improvement District in the City of Garnett.
  - Consideration of Ordinance 4241 Adopting a Redevelopment Project Plan for the Guffy Properties Redevelopment District within the City of Garnett.
  - Domestic Violence Awareness Proclamation
  - National Businesswomen's Week Proclamation
  - Consideration of the Garnett Connecting Links Agreement
  - Consideration of the TGT Application from Friends of the Library
  - Consideration of Appointment of Audrey Stewart to the Garnett Community Foundation.
  - Consideration of Agreement with Hope Anthem Church.
- VII. **Discussion Items**
  - Fire Department Open House
- VIII. **Informational Items**
  - A. The Garnett Fire Department Open House will be held on October 13<sup>th</sup> at 5:30 p.m.
  - B. The Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held on October 15<sup>th</sup> in the Anderson County Fairgrounds.



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- C. The Zombie Walk, 5K Fun Festival, hosted by Masonfelt Comedy, will be held on the October 22<sup>nd</sup> on the Town Square, Anderson County Courthouse Lawn, and North Lake Park.
- D. The Great Pumpkin Bash, Pumpkin patch, corn maze, and concert featuring Travis Marvin and Clevermax, hosted by Mundell LLC, will be held on October 22<sup>nd</sup>.
- E. Kansas Rails-to-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on October 29<sup>th</sup>.
- F. The Halloween Fall Festival and Faith and Blue , hosted by Hope Anthem Church, will be held on October 29<sup>th</sup> from 4:00 p.m. to 6:00 p.m. at the Rock Stadium and North Lake Park.
- G. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31<sup>st</sup> at the First Christian Church.

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

X.      **Adjournment**

September 27, 2022  
Garnett, Kansas

The Governing Body of the City of Garnett met in regular session on September 27, 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 Mayor Gwin giving the invocation.

### **CITIZENS TO BE HEARD**

- None

### **PUBLIC HEARING FOR ESTABLISHING GUFFY COMMUNITY IMPROVEMENT DISTRICT**

6:01 pm

Mayor Gwin motioned to enter into public hearing for establishing Guffy Community Improvement District. This will include CID and TIF discussion. Seconded by Commissioner Sheahan.

Motion passed (3) AYE (0) NAY

Introductions/Discussion/Citizens to be Heard (Five-Minute Limit Per Person)

Steve Rowlands with Guffy Properties, Pete Heaven representing Guffy Properties, Dominic Eck with Gilmore & Bell were all in attendance. Discussion between Commissioner and those representing various entities. There were no public comments.

6:26 pm

Mayor Gwin motioned to adjourn the public hearing. Seconded by Commissioner Cole.

Motion passed (3) AYE (0) NAY

### **GOVERNING BODY COMMENTS**

- *Commissioner Cole*

ACDA meeting presented Parkwood Child Care plan to open mid-October. Mr. Nelson is working to secure funding for housing study. Will present information received about Water Depart certifications at the next meeting.

- *Commissioner Sheahan*

Read a portion of report to public regarding road report received a few weeks back.

- *Mayor Gwin*

Mayor Gwin stated that Cornstock went well and all had a good time.

### **CONSENT AGENDA**

- **Approval of Minutes from the September 13, 2022, Regular City Commission Meeting.**

Commissioner Cole made a motion to approve the minutes for the September 13, 2022, Regular City Commission Meeting. Seconded by Mayor Gwin. Motion passed (3) AYE (0) NAY

- **Approval of Semi-Monthly Bills and Payroll in the amount of \$198,516.42.**

Mayor Gwin made a motion to approve the Semi-Monthly Bills and Payroll in the amount of \$198,516.42. Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

### **REGULAR BUSINESS**

- **Fleximat Presentation by Ron Geater, Regional Manager**

Mark Griffin with McClure Engineering and Ron Geater gave slide presentation and answered Commission questions.

- **City Connecting Links, Wayne Gudmonson, KDOT.**

Updated agreement was presented, Commission would like to review.

- **Consideration of Neighborhood Block Party Special Event Request from Sheila Wilson.**

Commissioner Sheahan motioned to approve Neighborhood Block Party Special Event Request.

Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

- **Consideration of Ordinance 4239: Establishing the Guffey Community Improvement District.**

Commissioner Sheahan motioned to approve Ordinance 4239. Seconded by Mayor Gwin.

Motion passed (2) AYE (1) NAY – Commissioner Cole

- **Consideration of Ordinance 4240: Adopting a Redevelopment Project Plan for the Guffey Properties Redevelopment District.**

Mayor Gwin motioned to withhold publication on Ordinance 4239 until further instructed and reconsideration of Ordinance 4240. Seconded by Commissioner Cole.

Motion passed (3) AYE (0) NAY

Staff instructed to withhold publication at this time.

Consideration and agreement for Special Meeting to discuss options.

- **Consideration of Resolution 2022-12: Troyer's 1883 Special Event Street Closure**

Commissioner Sheahan motioned to approve Resolution 2022-12 upon clarification of dates.

Seconded by Commissioner Cole. Motion passed (3) AYE (0) NAY

### **DISCUSSION ITEMS**

- **Possible Library Restructure**

Commissioner Sheahan proposed shifting tax authority to Anderson County. After much discussion Commission directed City Manager, Wilson to contact Anderson County to see if they are interested.

- **GENCO Utility Project Update**

City Manager, Wilson presented data available on readings not billed. Commission directed City Manager, Wilson to contact GENCO regarding the \$21803.40 readings that had not been previously billed.

- **Water Plant Update**

Final comments are to be ready by the end of October, stamp drawings are on schedule for November.

Inspection fee quotes have been requested in writing from all parties.

### **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 7<sup>th</sup> & 8<sup>th</sup>.
- C. The 9<sup>th</sup> 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 8<sup>th</sup> & 9<sup>th</sup>.
- D. Kincaid Octoberfest Craft Fair, ATV/UTV Parade, and Street Dance, hosted by Crickets Bar and Grill, will be held on October 8<sup>th</sup>.
- E. The Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held on October 15<sup>th</sup> in the Anderson County Fairgrounds.

- F. The Zombie Walk, 5K Fun Festival, hosted by Masonfelt Comedy, will be held on the October 22<sup>nd</sup> 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 22<sup>nd</sup>.
- H. Faith & Blue, hosted by the Hope Anthem Church, will be held on October 23<sup>rd</sup>.
- I. Kansas Rails-to-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on October 29<sup>th</sup>.
- J. The Halloween Fall Festival, hosted by Hope Anthem Church, will be held on October 29<sup>th</sup>.
- K. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31<sup>st</sup> at the First Christian Church.

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

Jennifer Sibley: Stated her opinion of the Garnett Library situation

Jason Mills: Stated he is not sure a Library Board can exist, what is the justification of such a board, requested the state statute on Library Boards and stated his opinion of the TIF

Bonnie Dieter: BPW Handyman Date night is off, there are no single men willing to do so.

**ADJOURNMENT**

With no further business before The Governing Body, Mayor Gwin made a motion to adjourn the meeting.

Mayor Sheahan seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 8:55 p.m.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

October 4, 2022  
Garnett, Kansas

The Governing Body of the City of Garnett met in Special Meeting on October 4, 2022, at 6:00 p.m. by zoom 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.  
Others in attendance were Julie Turnipseed, Economic Development; Pete Heaven, Attorney for Guffey Properties; Wade Guffey and Kevin Guffey, Guffey Properties; Dominic Eck, Gilmore & Bell.

**CALL TO ORDER**

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

The Pledge of Allegiance was recited.

**CITIZENS TO BE HEARD**

- None

**REGULAR BUSINESS**

- CID & TIF Discussion/Negotiations

Negotiation discussion for CID and TIF cost and time frame. There were no agreements concluded at this time. Commission will readdress these items at the next regular scheduled Commission Meeting.

**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. Commissioner Cole seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 7:30 p.m.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

(Published in the *Anderson County Review* on October 18, 2022 and October 25, 2022)

**RESOLUTION NO. 2022-13**

**A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF GARNETT, KANSAS AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT (GUFFEY CID).**

**WHEREAS**, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), the City of Garnett, Kansas (the “City”) is authorized to create community improvement districts as a method of financing economic development related improvements in a defined area within the city; and

**WHEREAS**, the Act further authorizes the City, in order to pay the costs of eligible projects within a community improvement district, 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 community improvement district in any increment of .10% or .25% not to exceed 2% and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

**WHEREAS**, a petition (the “Petition”) has been filed with the City Clerk proposing the creation of the Guffey Community Improvement District (the “District”) under the Act and the imposition of a community improvement district sales tax in the amount of 2.0% (the “CID Sales Tax”) in order to pay the costs of the project described in the Petition (as more particularly described herein, 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, other than land owned by the City for infrastructure purposes; and

**WHEREAS**, the Governing Body hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the District, approving the Project set forth in the Petition, and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for giving of notice of said hearing in the manner required by the Act.

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

**Section 1. Petition.** The City Commission of the City (the “Governing Body”) hereby finds and determines that the Petition meets the requirements of the Act.

**Section 2. Public Hearing.** It is hereby authorized, ordered, and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the District, approving the Project set forth in the Petition, and imposing the CID Sales Tax in the amount of 2.0%, such public hearing to be held on **November 8, 2022 at 6:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, located at 131 West 5<sup>th</sup> Avenue, Garnett, Kansas, under the authority of the Act.

**Section 3. Boundaries of the Proposed District.** The proposed District is generally located northeast of the intersection of North Maple Street and West Park Road at 506 N. Maple Street within the City. The legal description of the property to be contained in the proposed District is set forth in *Exhibit A* attached hereto and incorporated herein. A map generally outlining the boundaries of the proposed District is set forth on *Exhibit B* attached hereto and incorporated herein.

**Section 4. Proposed Project.** The general nature of the 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 (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.

**Section 5. Estimated Cost.** The estimated cost of the Project is \$1,505,000.

**Section 6. Method of Financing.** The costs of the Project will be financed on a “pay-as-you-go” basis from the revenue generated by the CID Sales Tax. No special assessments are proposed as part of the District.

**Section 7. Notice of Public Hearing.** The City Clerk is hereby authorized, ordered, and directed to give notice of said public hearing by publication of this Resolution in the official newspaper of the City at least once each week for two consecutive weeks. The second notice shall be published at least seven (7) days prior to the date of the public hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, return receipt requested, to all property owners within such proposed District at least ten (10) days prior to the date of the hearing.

**Section 8. Effective Date.** This Resolution shall be effective upon adoption by the Governing Body.

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**ADOPTED** by the Governing Body of the City of Garnett, Kansas on October 11, 2022.

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Mayor

Attest:

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Clerk

## **EXHIBIT A**

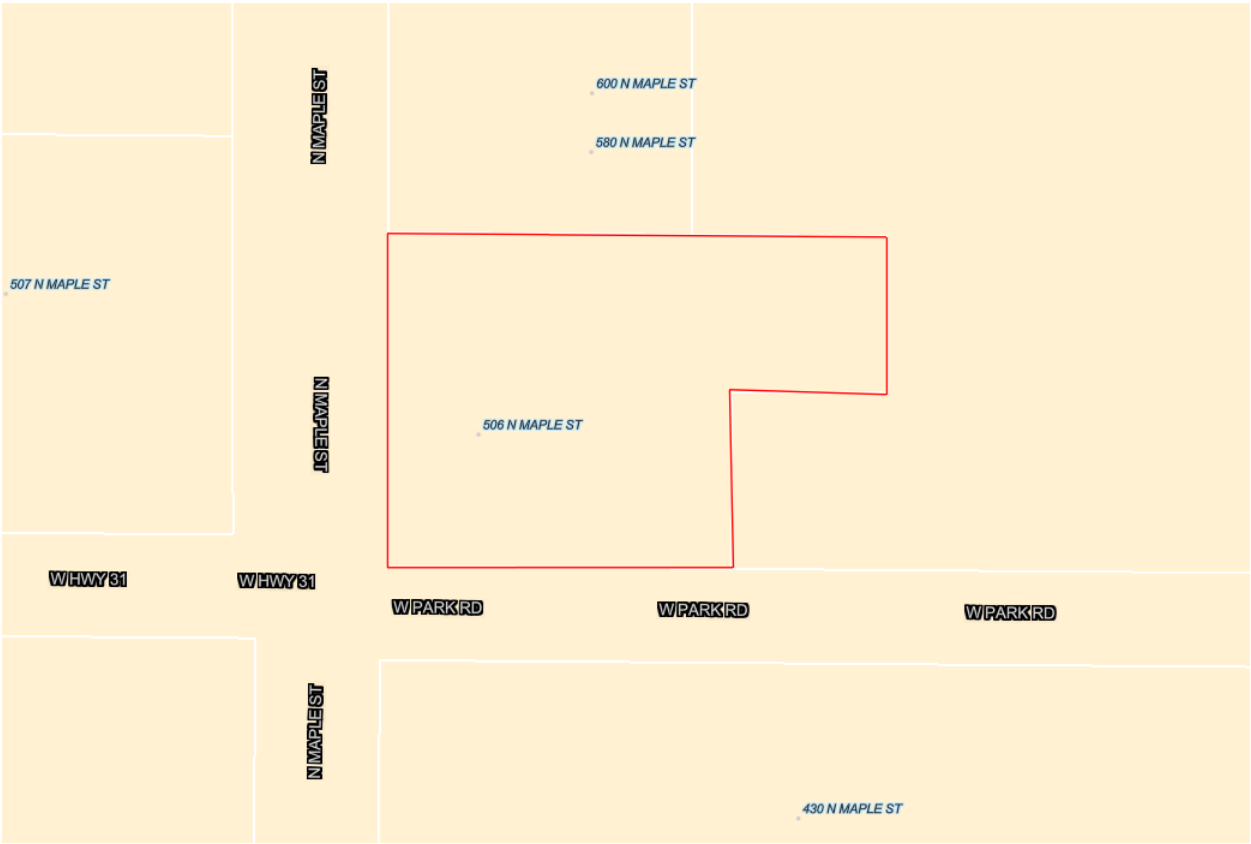
### **Legal Description of Proposed District**

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 Proposed District Boundaries**



## **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 or such lesser time as is needed to reimburse the maximum eligible costs (the “**Project Plan Term**”). 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 172.790, and a TIF eligible mill levy of 143.790. 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 2.0% 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 \$6,000, 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, including a cap on the maximum amount of TIF Reimbursable Costs that will be reimbursed to the Developer.

The City anticipates reimbursing Developer for the TIF Reimbursable Costs incurred and paid by the Developer up to the maximum amount set forth in the DA with available TIF Revenues generated during the 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 ad valorem property tax increment will generate approximately \$663,675 over the Project Plan Term (the “**Estimated Total TIF Revenue Projection**”). If the TIF Revenue does not meet the estimated total TIF Reimbursable Costs or the maximum amount allowed pursuant to the DA, 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 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 2% 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, limit on a maximum reimbursement amount 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 with 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.

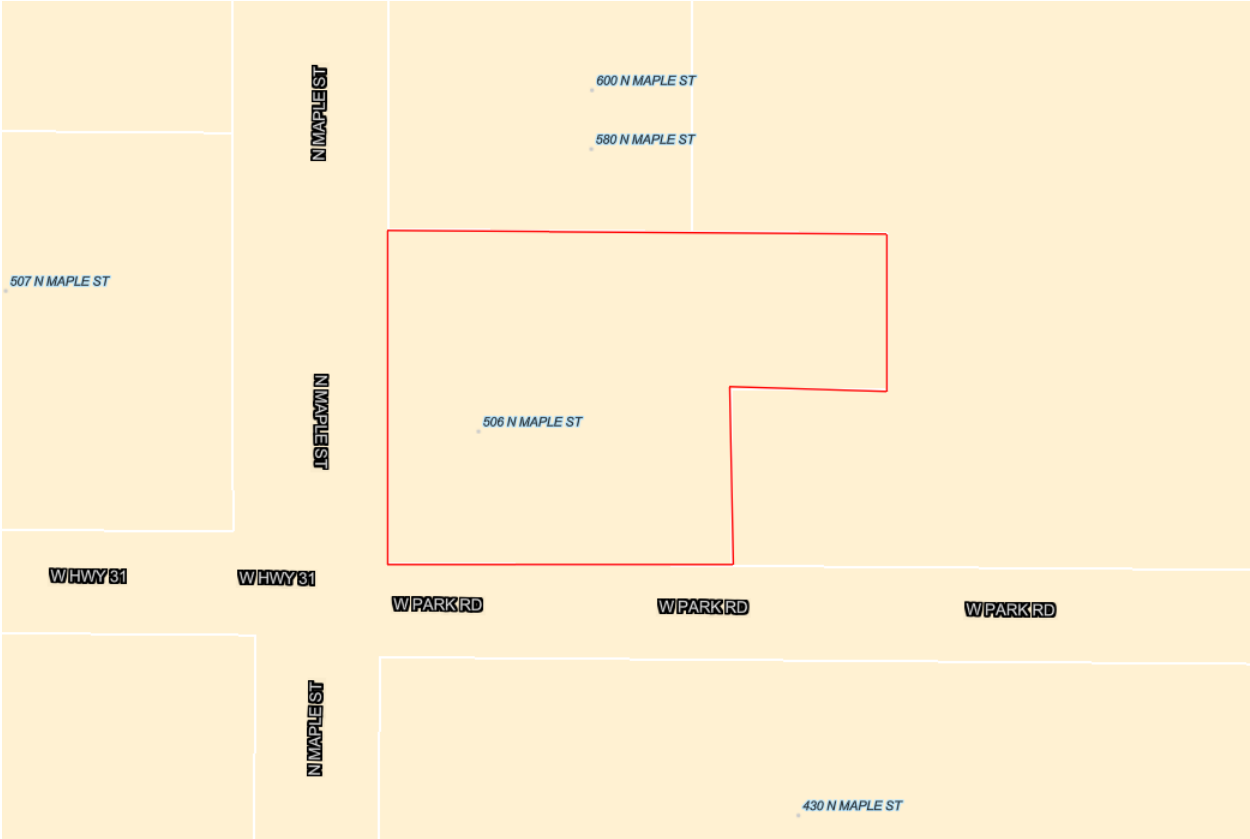
Description of Expenditure	Reimbursement to:	Estimated Reimbursement
<b>Private TIF Reimbursable Costs paid by Developer, excluding the TIF Fee, but including:</b> Property acquisition; site development; A/E (excluding vertical buildings owned or leased by the Developer); water mains; surface parking; landscaping, lighting, sidewalks, and similar amenities; and private streets.	Developer	\$669,500
<b>Eligible City Expenses Paid by Developer</b> excluding annual administrative TIF fee but including: publication fees, mailing fees, City attorney fees, City special counsel fees	Developer	15,000
<b>Total Maximum Aggregate of Eligible TIF Reimbursable Costs to Developer</b>		\$684,500
<b>City Annual Administrative TIF Fee:</b> 2% of the annual TIF Revenues	City	<u>6,000</u>
<b>Total Maximum Aggregate of Eligible TIF Reimbursable Costs</b>		\$690,500

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

[illegible]

EXHIBIT E  
Project Site



# **FEASIBILITY STUDY**

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

**August, 2022  
(Updated October, 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. During recent site excavation, the Developer encountered significant subterranean rock and concrete debris; the estimated cost of removal may be as high as \$200,000.00. That additional cost has not been factored into this study, however is not expected to affect the feasibility of the Project.

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 \$.02 (2.0%) 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 2.0% 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 172.790, and the TIF eligible mill levy rate is 143.790.

**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.

(1) Annual increase in assessed value:	
(2) TIF Mill Levy Rate:	
(3) CID Rate:	

## SUFFICIENCY OF REVENUES

OP 3336454.1

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.

**DEVELOPMENT AGREEMENT**

**between the**

**CITY OF GARNETT, KANSAS,**

**and**

**GUFFEY PROPERTIES, LLC**

**Dated as of November 15, 2022**

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## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”), is made and entered into as of November 15, 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 (the “Project Plan”), which was approved by the City on October 11, 2022, pursuant to Ordinance No. [\_\_\_\_].

E. On October 11, 2022, 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 November 8, 2022 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 November 8, 2022, 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 \$680,000. 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 April 1, 2023 to the earlier of (i) March 31, 2045, 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, which was approved by the City on October 11, 2022 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 \$300,000. 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]

**GUFFEY PROPERTIES, LLC**

By: \_\_\_\_\_  
Name: Kevin Guffey  
Title: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Kevin Guffey, to me personally known, who being by me duly sworn did say that he is the Manager of Guffey Properties, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the authorized free act and deed of Guffey Properties, LLC.

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**

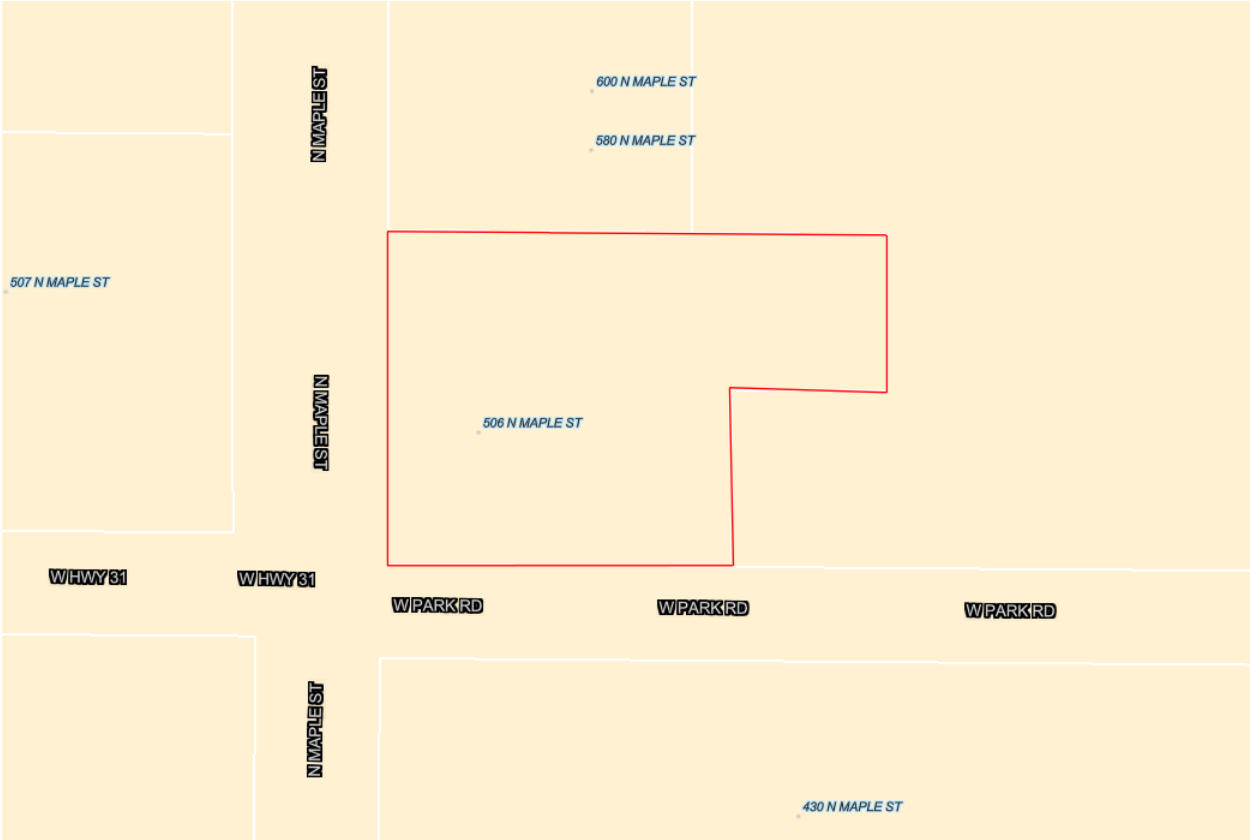
An area including the following additions, lots and parcels all located in Garnett, Anderson County, Kansas:

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

<u>Category</u>	<u>Estimated Cost</u>	<u>CID Eligible</u>	<u>TIF Eligible</u>
Land Acquisition	\$270,000	\$270,000	\$270,000
Vertical building, structure and facility improvements,	835,500	835,500	0
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	170,000
Landscaping and irrigation	20,000	20,000	20,000
Streetscape, including lighting, street furniture, trash receptacles, walls, and other associated costs	15,000	15,000	15,000
Streets, sidewalks and associated costs and the costs of financing the same.	50,000	50,000	50,000
Constructing and operating parking lots and parking structures	90,000	90,000	90,000
Engineering and other professional consultant fees, including commissions however excluding attorney's fees	39,500	39,500	39,500
Signage	15,000	15,000	15,000
City district creation expenses	<u>15,000</u>	<u>15,000</u>	<u>15,000</u>
<b><i>TOTAL</i></b>	<b><i>\$1,520,000</i></b>	<b><i>\$1,520,000</i></b>	<b><i>\$684,500</i></b>

## 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 November 15, 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 November 15, 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: \_\_\_\_\_

(Published in the *Anderson County Review* on October 18, 2022)

**ORDINANCE NO. 4241**

**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 5<sup>th</sup> 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, subject to the establishment of a community improvement district related to the District. Upon establishment of a community improvement district related to the District, the Mayor or Vice Mayor of the City is 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.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by not less than two-thirds vote the City Council of the City on October 11, 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 October 11, 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 18, 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 18, 2022.

---

City Clerk

## DOMESTIC VIOLENCE AWARENESS PROCLAMATION

A PROCLAMATION DECLARING OCTOBER 2022, AS DOMESTIC VIOLENCE AWARENESS MONTH BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, Home should be a place of warmth, unconditional love, and security and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many these blessings are tarnished by violence and fear; and

WHEREAS, Domestic Violence is not confined to any group or groups of people but crosses all walks of life.

WHEREAS, A collaborative response is necessary to directly address this issue, including law enforcement, domestic violence advocates, health care providers, faith-based organizations, and other concerned citizens. We recognize the commitment and dedication of these professionals, volunteers, and citizens; and we applaud their efforts to increase public understanding of this issue.

NOW, THEREFORE, I, Greg A. Gwin, Mayor of the City of Garnett, Kansas, do hereby proclaim the month of October as Domestic Violence Awareness Month in Garnett and urge all citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working towards its end and participating in community efforts throughout the year.

Signed this \_\_\_\_ day of October, 2022.

---

Greg A. Gwin, Mayor

Attest:

---

Patricia Brewer, City Clerk



## **NATIONAL BUSINESSWOMEN'S WEEK® PROCLAMATION**

A PROCLAMATION DECLARING THE WEEK OF OCTOBER 16<sup>th</sup> THROUGH OCTOBER 22<sup>nd</sup>, 2022, AS NATIONAL BUSINESSWOMEN'S WEEK®.

WHEREAS, Working women constitute 74.6 million of the nation's work force and strive to serve their communities, their states and their nation in professional, civic and cultural capacities; and,

WHEREAS, Almost forty-seven percent (47%) of the American labor force is comprised of women; and,

WHEREAS, Women-owned businesses account for twenty-eight percent (28%) of all business conducted in the United States, generating \$1.4 trillion in sales; and,

WHEREAS, The major goals of the Association of Business and Professional Women of Garnett are to promote equality for all women and to help create better conditions for working women through the study of social, educational, economic and political problems; we are extremely proud of their leadership in these significant fields of endeavor; and,

WHEREAS, The Association of Business and Professional Women of Garnett has been spotlighting the achievements and contributions of working women during National Businesswomen's Week which is sponsored by the Association of Business and Professional Women of Kansas.

NOW, THEREFORE, I, Greg A. Gwin, Mayor of the City of Garnett, Kansas, by virtue of the authority vested in me, do hereby proclaim October 16<sup>th</sup> through October 22<sup>nd</sup>, 2022, as National Businesswomen's Week®. I call upon all Garnett and Kansas citizens, all civic and fraternal groups, all educational associations, all news media as well as other community organizations to join this salute to working women. I encourage you to promote the celebration of achievements of all business and professional women as they contribute daily to our economic, civic, and cultural purposes and progress.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day October, 2022.

ATTEST:

---

Patricia Brewer, City Clerk

---

Greg A. Gwin, 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

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

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

Form Revised 08/08/2016

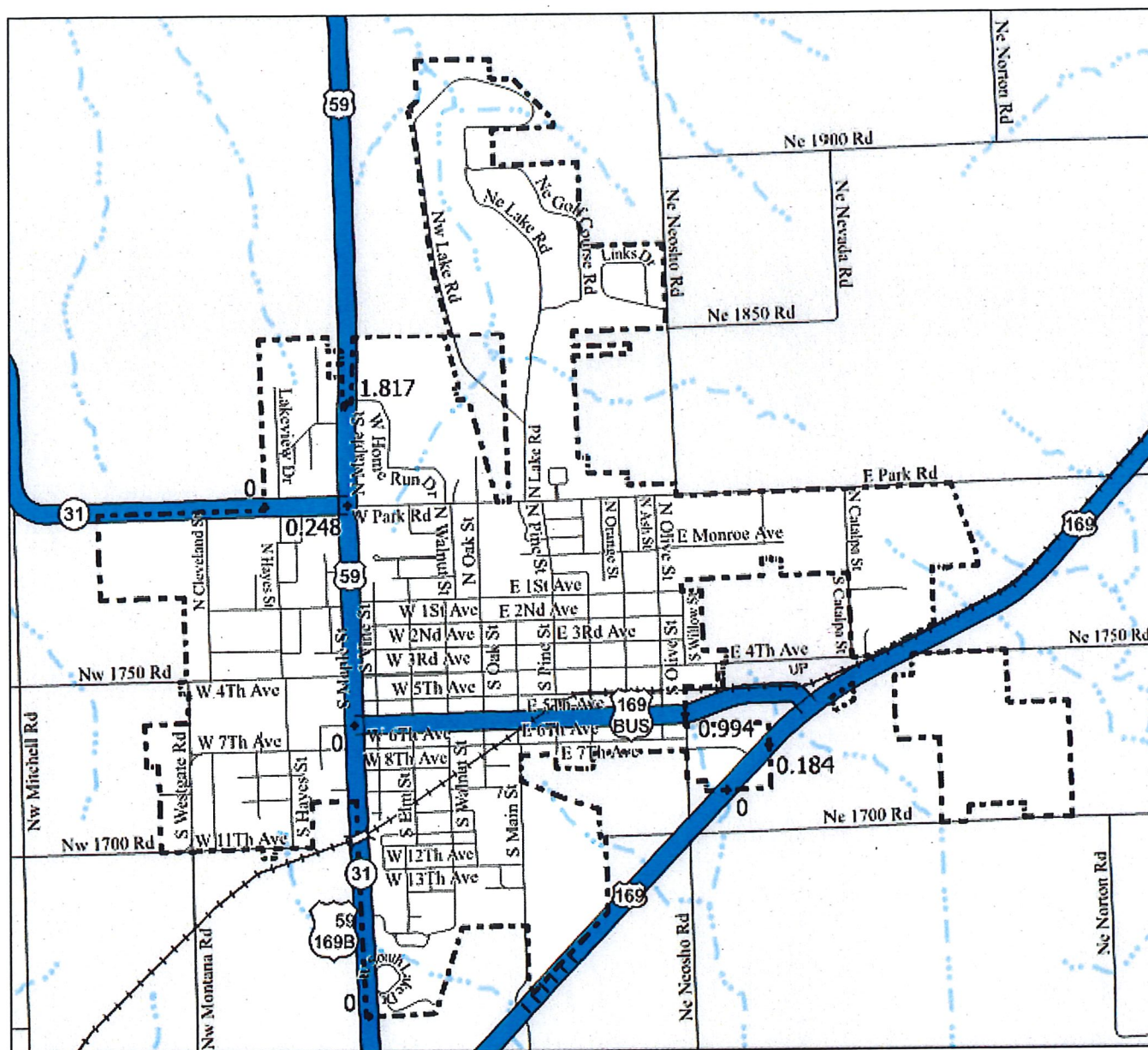
\_\_\_\_\_  
Director of Field Operations for  
Secretary of Transportation  
of the State of Kansas

D.O.T. form 840

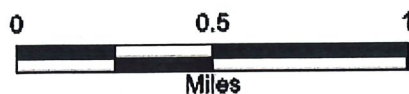
# GARNETT MAINTENANCE SKETCH

## 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

Maintenance Responsibility

State of Kansas (KDOT)

Lanes

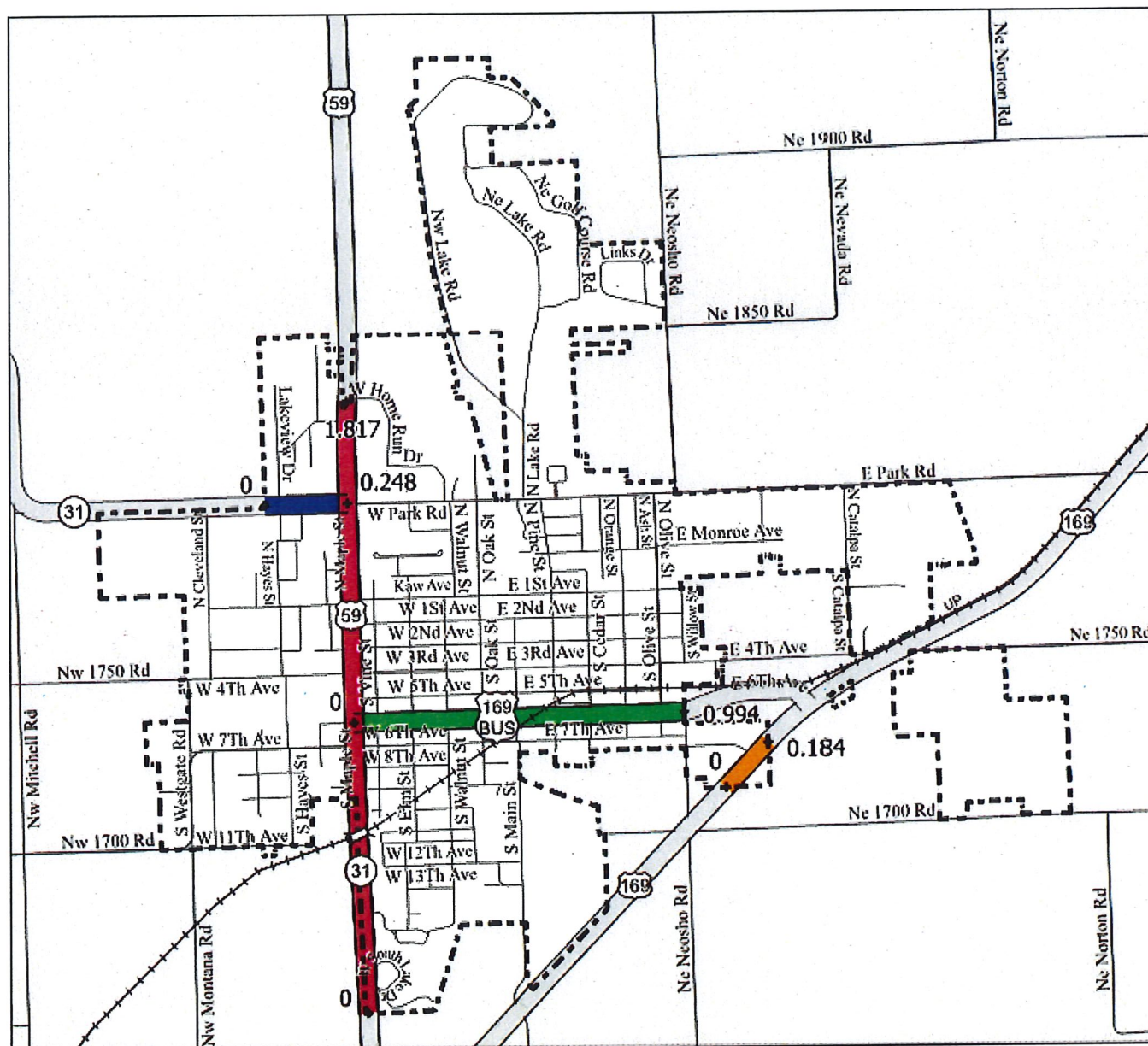
2

4

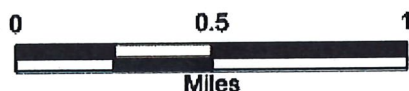
# GARNETT

## 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	
<b>Distribution:</b>  Bureau of Fiscal Services (Original) Bureau of Maintenance District Office  Area Engineer Metro Engineer City  <b>Note - Available on Internet</b>	<b>Email Notification:</b>  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
		<b>TOTAL</b>		<b>6.486</b>

## 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.

# CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The one maintenance map(s) attached hereto showing the maintenance responsibilities of the parties, is (are) hereby fully incorporated in and made a part of this Agreement.
9. For purposes of this Agreement, the following lanes are designated as parking lanes:

☒ No Parking lanes designated

10. It is further understood that this Agreement in addition to any Maintenance Agreement for Fully Access Controlled City Connecting Links shall be binding upon the Secretary and the City, and their successors or assigns in office.

This Agreement will become effective 1 day of June 2022 .  
the

## SECRETARY OF TRANSPORTATION

By \_\_\_\_\_  
: \_\_\_\_\_  
Date  
Title: \_\_\_\_\_

CITY: City of \_\_\_\_\_, Kansas

Attest:

\_\_\_\_\_  
City Clerk Mayor Date

## RECOMMENDED

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Chief, Bureau of Maintenance

# 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.

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	0.000		\$0.00
At \$5,000.00 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

**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

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

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

Form Revised 08/08/2016

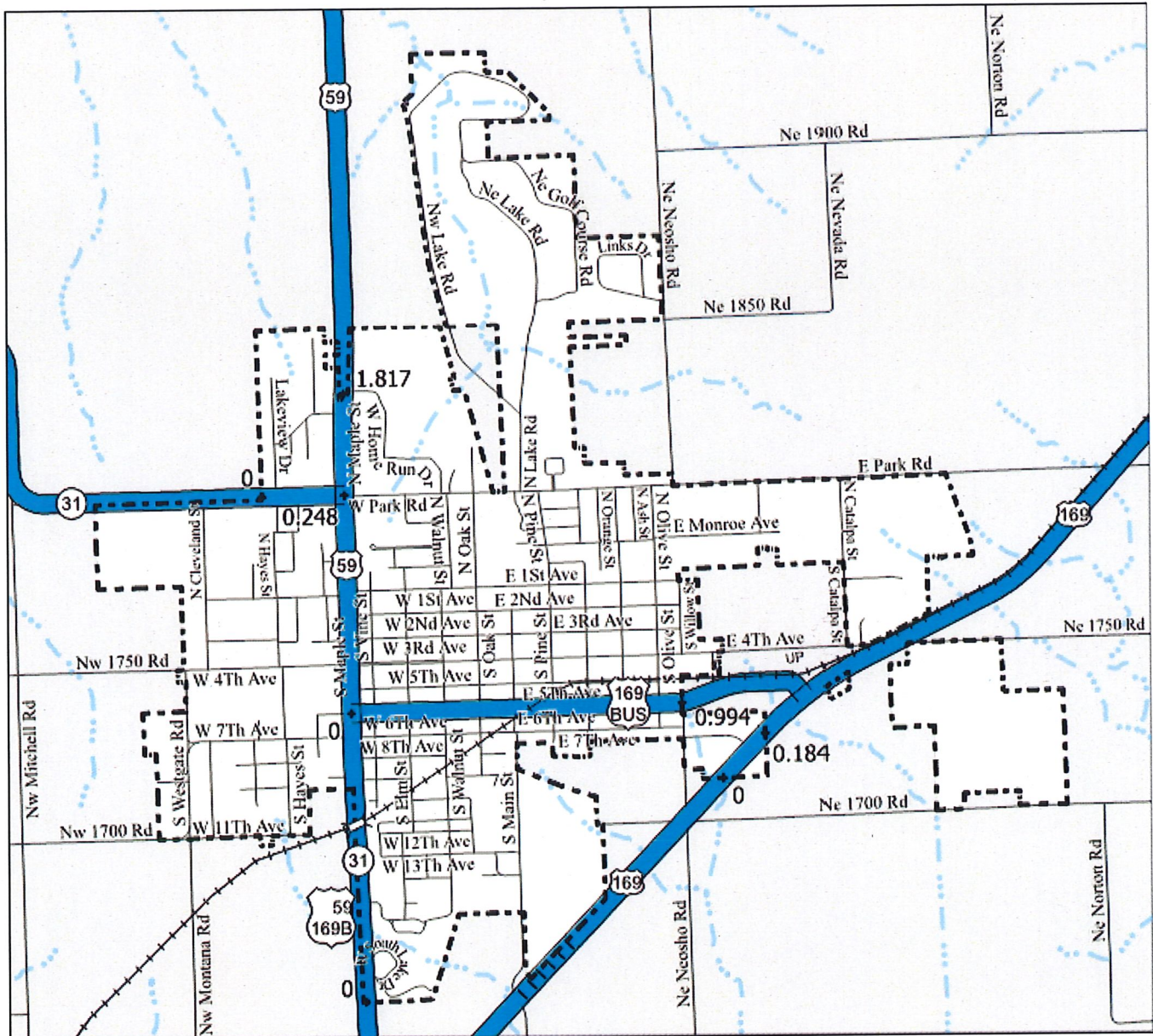
\_\_\_\_\_  
Director of Field Operations for  
Secretary of Transportation  
of the State of Kansas

D.O.T. form 840

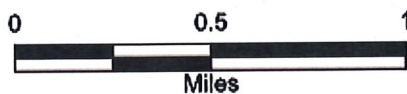
# GARNETT MAINTENANCE SKETCH

## ANDERSON COUNTY

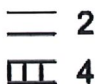
T.20 S R.19-20 E



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.



### Lanes



State Bridge

Municipal Boundary

Section

Maintenance Responsibility

State of Kansas (KDOT)



**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	
<b>Distribution:</b>  Bureau of Fiscal Services (Original) Bureau of Maintenance District Office  Area Engineer Metro Engineer City  Note - Available on Internet	<b>Email Notification:</b>  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

## 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.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The one maintenance map(s) attached hereto showing the maintenance responsibilities of the parties, is (are) hereby fully incorporated in and made a part of this Agreement.
9. For purposes of this Agreement, the following lanes are designated as parking lanes:

☒ No Parking lanes designated

10. It is further understood that this Agreement in addition to any Maintenance Agreement for Fully Access Controlled City Connecting Links shall be binding upon the Secretary and the City, and their successors or assigns in office.

This Agreement will become effective 1 day of June 20 22 .  
the

SECRETARY OF TRANSPORTATION

By \_\_\_\_\_  
Date \_\_\_\_\_

Title: \_\_\_\_\_

CITY: City of \_\_\_\_\_, Kansas

Attest:

\_\_\_\_\_  
City Clerk Mayor Date

RECOMMENDED

\_\_\_\_\_  
District Engineer

\_\_\_\_\_  
Chief, Bureau of Maintenance

# 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.

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	0.000	
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: _____	_____
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

**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

RECOMMENDED:   
Chief of Transportation Planning

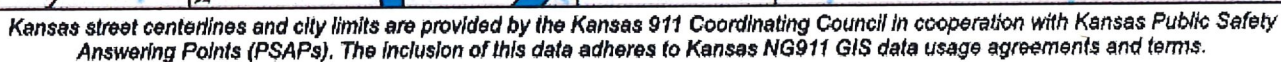
RECOMMENDED: \_\_\_\_\_  
District Engineer

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

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

## DISTRICT 4

T.20 S R.19-20 E



Section

■ State of Kansas (KDOT)

□□ 4



**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
<b>Distribution:</b> Bureau of Fiscal Services (Original) Bureau of Maintenance District Office  Area Engineer Metro Engineer City  Note - Available on Internet	<b>Email Notification:</b> 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
		<b>TOTAL</b>	<b>6.486</b>

## 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.

CITY CONNECTING LINK MAINTENANCE AGREEMENT

8. The one maintenance map(s) attached hereto showing the maintenance responsibilities of the parties, is (are) hereby fully incorporated in and made a part of this Agreement.

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

☒ No Parking lanes designated

10. It is further understood that this Agreement in addition to any Maintenance Agreement for Fully Access Controlled City Connecting Links shall be binding upon the Secretary and the City, and their successors or assigns in office.

This Agreement will become effective 1 day of June 20 22 .  
the

SECRETARY OF TRANSPORTATION

By

:

\_\_\_\_\_

\_\_\_\_\_  
Date

Title:

\_\_\_\_\_

CITY: City of \_\_\_\_\_, Kansas

Attest:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

RECOMMENDED

\_\_\_\_\_

District Engineer

\_\_\_\_\_

Chief, Bureau of Maintenance

# 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.

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>	\$0.00
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

District No. 4

## RESOLUTION

## DESIGNATING CITY CONNECTING LINKS IN STATE HIGHWAY SYSTEM

RESOLVED, by the Secretary of Transportation of the State of Kansas this 4<sup>TH</sup> day of APRIL 19 98, 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
<p>NOTE: This resolution cancels and supersedes the previous resolution dated April 1 1981</p> <p>*In computing net mileage where routes overlap, use mileage of one route only.</p>				

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

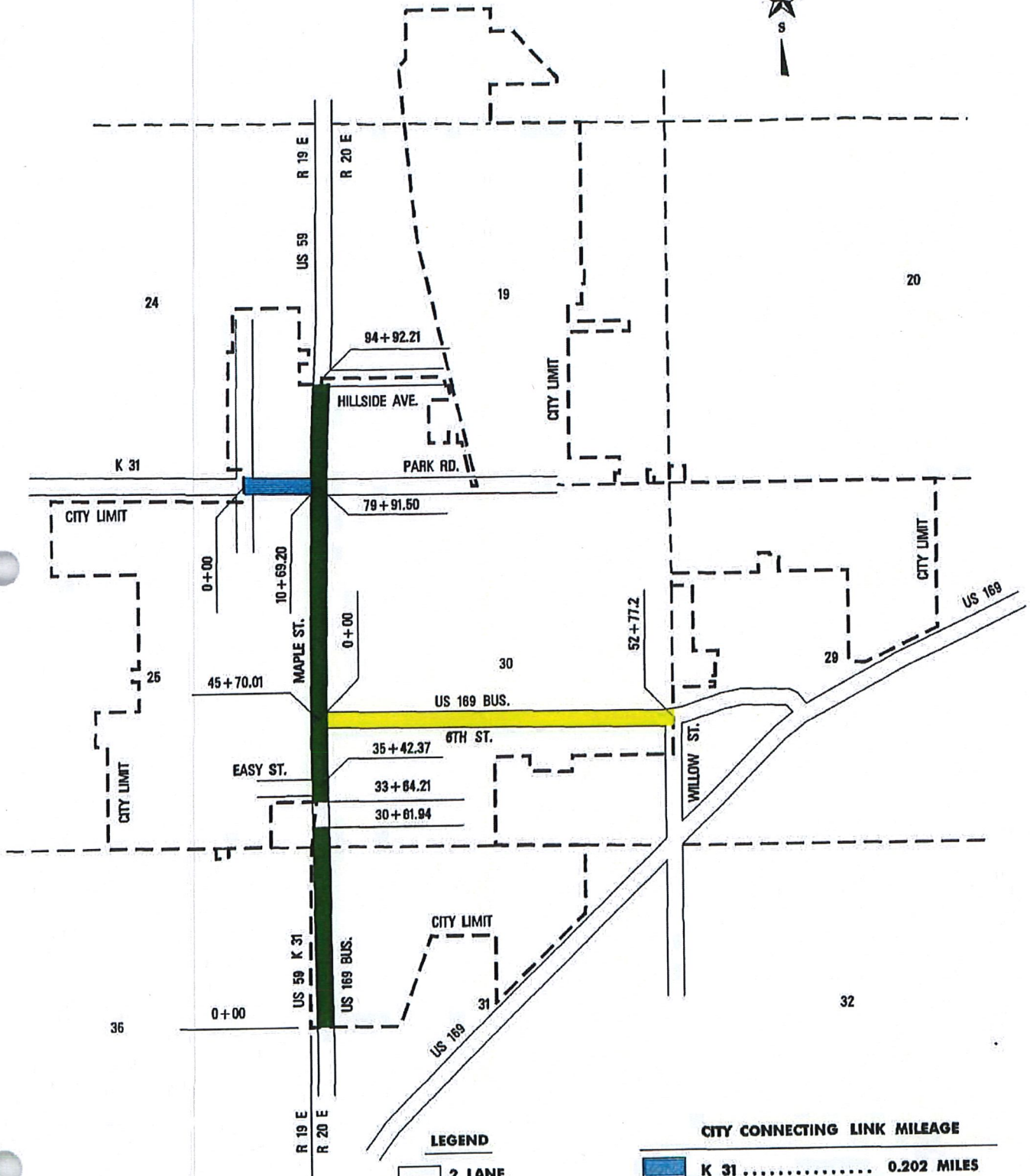
Total Route Miles:	2.941
TOTAL LANE MILES:	
Two Lane.....	5.882
Four Lane.....	
Five Lane.....	
Six Lane.....	
Seven Lane.....	
TOTAL	5.882

*Steve 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

<span style="display: inline-block; width: 20px; height: 10px; background-color: blue;"></span> K 31	0.202 MILES
<span style="display: inline-block; width: 20px; height: 10px; background-color: darkgreen;"></span> US 59	1.740 MILES
<span style="display: inline-block; width: 20px; height: 10px; background-color: yellow;"></span> 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

Rev. 10-95

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**

**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:   
Title: Director of Operations

4/16/98  
Date

Attest:

City of Garnett, Kansas

Joyce Martin City Clerk

Janice Hodgson Mayor

3-24-98  
Date

RECOMMENDED

Dee E. Kimbell District Engineer

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

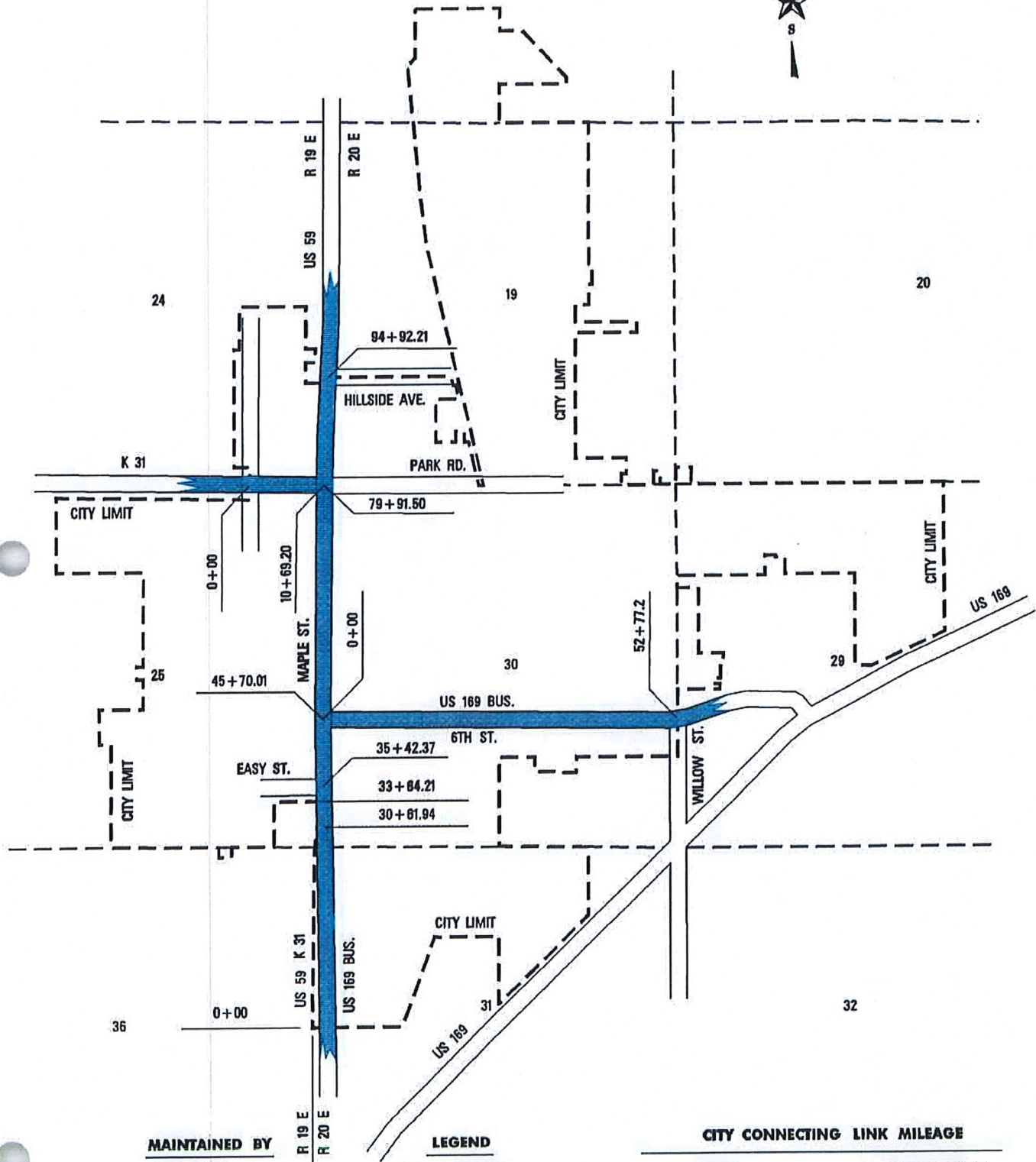
# MAINTENANCE SKETCH

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  
Dee E. Kimbell, District Engineer

4-9-98

Date

SECRETARY OF TRANSPORTATION

By:         

Title: Director of Operations

4/16/98

Date

APPROVED:

City of:

Garnett, Kansas

Janice Hodgson  
Janice Hodgson, Mayor

3-24-98

Date

Attest:

Joyce E. Martin  
Joyce Martin, City Clerk

3-24-98

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 4<sup>TH</sup> day of APRIL 19 98, 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
<p>NOTE: This resolution cancels and supersedes the previous resolution dated April 1 1981</p> <p>*In computing net mileage where routes overlap, use mileage of one route only.</p>				

RECOMMENDED

*James E. Tolva*  
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

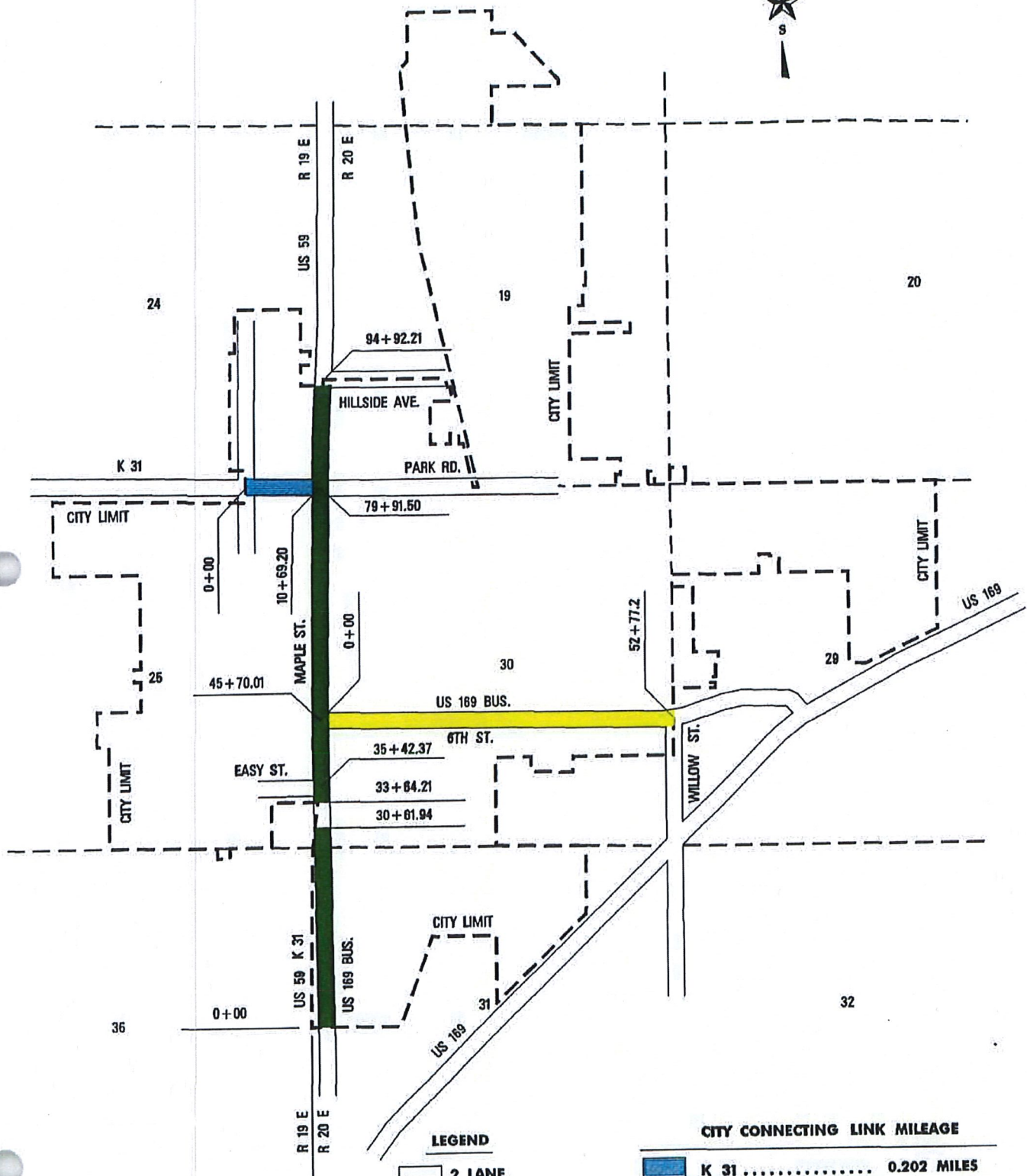
*Steve Moly*

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

<span style="display: inline-block; width: 20px; height: 10px; background-color: blue;"></span> K 31	0.202 MILES
<span style="display: inline-block; width: 20px; height: 10px; background-color: darkgreen;"></span> US 59	1.740 MILES
<span style="display: inline-block; width: 20px; height: 10px; background-color: yellow;"></span> 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

Rev. 10-95

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**

**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:   
Title: Director of Operations

4/16/98  
Date

Attest:

City of Garnett, Kansas

Joyce Martin City Clerk

Janice Hodgson Mayor

3-24-98  
Date

RECOMMENDED

Dee E. Kimbell District Engineer

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

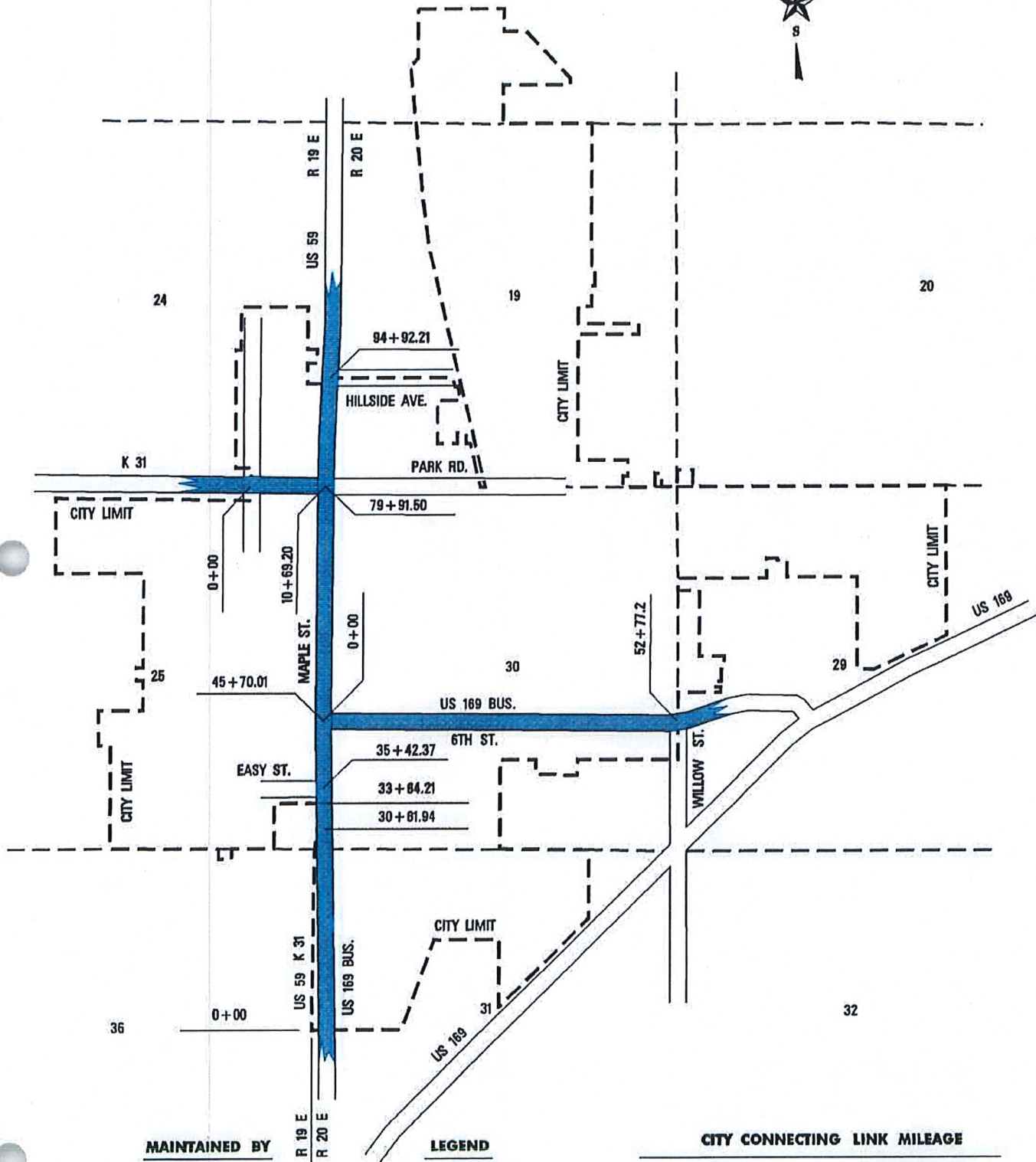
# MAINTENANCE SKETCH

DIST. 4

## GARNETT

## ANDERSON COUNTY

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



### MAINTAINED BY



### LEGEND



### 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 <del>Kilometers</del> /Miles	<u>5.882</u>
Total Lane <del>Kilometers</del> /Miles maintained by Secretary of Transportation pursuant to City Connecting Link Maintenance Agreement No. <u>4-2503</u>	<u>5.882</u>
Total Lane <del>Kilometers</del> /Miles maintained by Secretary of Transportation pursuant to Special Maintenance Agreement City Connecting Link No. _____	<u>N/A</u>
Total Lane <del>Kilometers</del> /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,

District Engineer

4-9-98

Date

SECRETARY OF TRANSPORTATION

By: Steve Meltz

4/16/98

Date

Title: Director of Operations

APPROVED:

City of:

Garnett, Kansas

Janice Hodgson,

Mayor

3-24-98

Date

Attest:

Joyce E. Martin,

City Clerk

3-24-98

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

## AGREEMENT

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

WITNESSETH: WHEREAS, Hope Anthem Church will sponsor the Fall Festival and the Faith and Blue events on October 29, 2022 at the Old Rock Football Stadium in the North Lake Park as well as a hay rack ride around the North Lake road.

NOW, THEREFORE, the City does hereby grant to the Sponsor the right to conduct said events said locations from 4:00 p.m. to 6:00 p.m. on said date upon the following terms and conditions:

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

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF GARNETT, KANSAS

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

ATTEST:

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



HOPE ANTHEM CHURCH

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

ATTEST:

\_\_\_\_\_  
Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
REVENUES	GENERAL	MARNITA BEECHY	CAMPSITE REIMB	50.00_
			TOTAL:	50.00
GOVERNMENT ADMINISTRAT	GENERAL	CENTURYLINK	CITY HALL (TELEPHONE)	115.58
		CITY OF GARNETT PETTY CASH	AUG UTILITY BILLING	600.95
			SEPT UTILITY BILLING	613.30
		DIGITAL CONNECTIONS, INC.	CITY HALL COPIES	469.04
		HAMPEL OIL DISTRIBUTORS, INC.	GOV ADMIN SPLIT FUEL	144.33
		KANSAS STATE TREASURER	STATE COURT COLLECTION FEE	460.00
		LONDON, HEATHER R.	K LABELLE	300.00
		NAVRAT'S	ADMIN SPLIT ENVELOPES	246.00
			UTILITY CLERK DESK	2,195.00
		PITNEY BOWES GLOBAL FIN SERV	JUL 2022 - OCT 2022	165.57
		UCI TESTING	MOBILE DOT PRE/ANNUAL EMPLOY	80.00
		VISA - CARD SERVICES	ADMIN - EQUIP MAINT	73.87
			ADMIN - GOOGLE SERVICE	309.00
			HR SUPPLIES	7.42
			ADMIN OFFICE SUPPLIES	55.44
			CITY ATTRY OFFICE SUPPLIES	99.92
			ADMIN ADOBE	48.64
			ADMIN MICROSOFT	24.32
		VERIZON	ADMINISTRATION CELL PHONE	68.71
		WITTMAN NAPA AUTO PARTS	ADMIN VEHICLE MAINT	34.64_
			TOTAL:	6,111.73
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	DISPOSAL/ADOPTION	574.84
		DIGITAL CONNECTIONS, INC.	COM DEV COPIES	469.04
		GARNETT PUBLISHING, INC.	ELLSWORTH	52.55
		HAMPEL OIL DISTRIBUTORS, INC.	COM DEV SPLIT FUEL	73.72
		EVERGY	COM DEV EVERGY 7745674439	24.95
		NAVRAT'S	COM DEV SPLIT ENVELOPES	137.59
		VISA - CARD SERVICES	ANIMAL CONTROL OFFICE SUPP	218.43
			TOURISM KTAG	4.85
			COM DEV ADOBE	16.26
			COM DEV MICROSOFT	6.08
		VERIZON	ZONING/ANIMAL CONTROL CELL	87.90_
			TOTAL:	1,666.21
PARKS, RECREATION & CE	GENERAL	ARLAN COMPANY, INC.	BALLFIELD MAINT	1,451.20
		D & S SANITATION LLC	CAMPGROUND/SOCCER RESTROOM	170.00
			CAMPGROUND/SOCCER RESTROOM	170.00
		GARNETT HOME CENTER	BALLFIELD MAINT	31.13
		GERKEN RENT-ALL, INC	PORTABLE TOILET NORTH LAKE	357.50
			N LAKE PORTABLE TOILET	357.50
			CEDAR VALLEY RESERVOIR RES	561.00
		HAMPEL OIL DISTRIBUTORS, INC.	PARKS EQUIP FUEL	803.29
			PARKS VEHICLE FUEL	267.76
		HINES, CHRISTOPHER	3 @ 50.00 REFEREE	150.00
		EVERGY	#9127811310 PARKS	149.67
			#5102657023 PARKS	131.22
			#0638664876 CAMPSITES	26.89
		KANSAS RECREATION & PARK ASSOC	MEMBERSHIP RENEWAL PARKS	100.00
		MILLER HARDWARE	PARKS BLDG MAINT	93.20
			PARKS JANITORIAL	3.99
			PARKS TOOL PURCHASE	716.76
		SAM'S CLUB	FOOTBALL SUPPLIES	1,909.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			WEIGHT RACK	350.47
			WEIGHT RACK	18.37-
		VISA - CARD SERVICES	REC CTR MICROSOFT	3.04
		WITTMAN NAPA AUTO PARTS	PARKS VEHICLE MAINT	283.93_
			TOTAL:	8,069.69
STREET & STORMWATER	GENERAL	ANDERSON COUNTY SOLID WASTE	CONST AND DEMO	707.67
		GARNETT PUBLISHING, INC.	PUBLIC WKS CLASSIF SPLIT	30.53
		HAMPEL OIL DISTRIBUTORS, INC.	STREET MOBIL DELVAC SPLIT	212.10
			STREET SPLIT FUEL	358.88
			STREET ON ROAD DIESEL SPLI	243.86
			STREET OFF ROAD DIESEL SPL	1,026.34
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	CAM 2 PROMAX UNIV TRAC	49.99
		MILLER HARDWARE	STREET TOOL PURCH	232.02
			STREET BLDG MAIN	57.76
			STREET JANITORIAL	16.25
		NATIONAL SIGN COMPANY	ST SIGNS	263.80
			BARRICADE	1,250.00
		UCI TESTING	MOBILE DOT PRE/ANNL EMPLY	40.00
		VALIDITY SCREENING SOLUTIONS	EMPLOYMENT SCREENING	52.00
		VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	686.11
			TRENCHER REPAIR MULTIPLE D	40.44
		VISA - CARD SERVICES	STREET SUBSCRIPTION	50.00
			STREET OFFICE SUPPLIES	68.43
			STREET MICROSOFT	0.51
		VERIZON	PUBLIC WK CELL PHONE SPLIT	20.73
		WHITAKER AGGREGATES, INC.	STREET CRUSHER RUN SPLIT	67.44
		WITTMAN NAPA AUTO PARTS	STREET TOOL PURHCASE	123.17
			STREET VEHICLE MAINT	3.55_
			TOTAL:	5,601.58
MUNICIPAL AIRPORT	AIRPORT	GERKEN RENT-ALL, INC	PORTABLE RR AIRPORT DAYS	150.00
		MILLER HARDWARE	AIRPORT EQUIP MAINT	20.78
		SCHETTLER, PAT	OCTOBER WAGES	2,411.50
		VERIZON	AIRPORT CELL PHONE	41.45_
			TOTAL:	2,623.73
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIES	79.28
		HAMPEL OIL DISTRIBUTORS, INC.	LIBRARY SPLIT FUEL	25.61
		USI EDUCATION & GOV'T. SALES	LIBRARY SUPPLIES/SHIPPING	39.26
		VISA - CARD SERVICES	LIBRARY MATERIAL/RESOURCE	157.83
		TUCKER, TOMMY	MOW AUG/SEPT TRIM TREES	215.00_
			TOTAL:	516.98
FIRE DEPARTMENT	PUBLIC SAFETY	VISA - CARD SERVICES	FIRE MICROSOFT	3.04
		WITTMAN NAPA AUTO PARTS	FIRE VEHICLE MAINT	31.54_
			TOTAL:	34.58
POLICE DEPARTMENT	PUBLIC SAFETY	AMTEC LESS LETHAL, INC	AMTEC LESS LETHAL, INC	795.00
		ANDERSON CO. SHERIFF'S DEPT.	HOUSING INMATES (7)	385.00
			SEPT 2022 LIVE SCAN	150.00
		GALLS LLC	CODE RED SILENT WIRE EARPI	179.40
		HAMPEL OIL DISTRIBUTORS, INC.	POLICE MOBIL DELVAC SPLIT	711.55
		GOODWIN, NICK	REIMB FOR UNIFORMS	152.75
		VISA - CARD SERVICES	POLICE CONFERENCE TRAVEL	277.06
			POLICE OFFICE SUPPLY	72.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			POLICE MICROSOFT	15.20
		VERIZON	POLICE CELL PHONES	451.66
		WEX BANK	POLICE WEX FUEL	925.48
		WITTMAN NAPA AUTO PARTS	POLICE VEHICLE MAINT	1,044.88
			TOTAL:	5,159.98
TOURISM	TOURISM	NAVRAT'S	COM DEV MARKETING	541.54
		VISA - CARD SERVICES	TOURISM -FLYWHEELERS	175.00
			TOTAL:	716.54
ELECTRIC PRODUCTION	ELECTRIC	AT & T	POWER PLANT TELEPHONE	225.72
		CENTURYLINK	POWER PLANT (TELEPHONE)	47.27
		CINTAS CORPORATION # 430	POWER PLANT JANITORIAL	71.06
		HAMPEL OIL DISTRIBUTORS, INC.	PWR PLANT SPLIT FUEL	63.24
			POWER PLANT EQUIP SPLIT FU	62.85
		MILLER HARDWARE	ELEC PROD EQUIP MAINT	63.00
		VISA - CARD SERVICES	ELEC PROD KTAG	1.20
			ELEC PRO MICROSOFT	0.49
		WITTMAN NAPA AUTO PARTS	ELEC VEHICLE MAINT	191.99
			TOTAL:	726.82
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	ROD ANCHOR PISA (15)	410.14
			SPLICE MOLDED 200A (6)	1,697.48
		BRUMMEL FARM SERVICE	ELEC -- MC25	49.00
		CINTAS CORPORATION # 430	ELEC UNIFORMS	130.72
			ELEC JANITORIAL	8.78
			JANITORIAL	8.78
			UNIFORMS	141.12
		HAMPEL OIL DISTRIBUTORS, INC.	ELEC MOBIL DELVAC SPLIT	54.73
			ELEC DIST SPLIT FUEL	159.85
			ELE DIST ON ROAD DIESEL SP	447.07
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONCALL SPILT 63 LOCATES	18.90
		MILLER HARDWARE	ELEC DIST BLDG MAINT	61.97
			ELEC DIST OFFICE SUPPLY	17.18
			ELEC DIST EQUIP MAINT	11.37
		SUBSURFACE SOLUTIONS	GPS PORTAL ANNUAL FEE	840.00
		VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	686.11
			TRENCHER REPAIR MULTIPLE D	40.44
		VERIZON	ELEC DIST CELL PHONE	46.45
		WITTMAN NAPA AUTO PARTS	ELEC DIST VEHICLE MAINT	12.99
			TOTAL:	4,843.08
GAS	GAS	AMERICAN PUBLIC GAS ASSOCIATION	2023 APGA MEMBERSHIP	1,391.07
		GARNETT PUBLISHING, INC.	PUBLIC WKS CLASSIF SPLIT	30.53
		HAMPEL OIL DISTRIBUTORS, INC.	GAS MOBIL DELVAC SPLIT	20.52
			GAS SPLIT FUEL	93.50
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONCALL SPILT 63 LOCATES	18.90
		MILLER HARDWARE	GAS TOOL PURCHASE	30.00
		OLATHE WINWATER WORKS CO.	WATER/GAS FITTINGS	112.50
			(24) YELLOW MARKING PAINT	204.00
		VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	686.11
			TRENCHER REPAIR MULTIPLE D	40.44
		VISA - CARD SERVICES	GAS CLASS TRAVEL (3 EMPLOY	448.88
			GAS OFFICE SUPPLY	44.25
			GAS EQUIP MAINT	11.99
			GAS -- MUTUAL AID	51.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GAS MICROSOFT	0.51
		WHITAKER AGGREGATES, INC.	GAS CRUSHER RUN SPLIT	67.44
			TOTAL:	3,252.14
SANITATION	SANITATION	ANDERSON COUNTY SOLID WASTE	TS TONNAGE	8,398.80
		ARMOR EQUIPMENT	DUMPSTERS (5)	4,255.25
		GARNETT PUBLISHING, INC.	30.52	30.52
		HAMPEL OIL DISTRIBUTORS, INC.	TRASH ON ROAD DIESEL SPLIT	849.03
		MILLER HARDWARE	REFUSE VEHICLE MAINT	35.43
			REFUSE TOOL PURCH	65.46
		VISA - CARD SERVICES	TRASH MICROSOFT	0.50
		WITTMAN NAPA AUTO PARTS	REFUSE VEHICLE MAINT	330.49
			TOTAL:	13,965.48
WASTEWATER	WASTEWATER	CENTURYLINK	WASTEWATER TELEPHONE	119.91
			WASTEWATER INTERNET	119.90
		GARNETT PUBLISHING, INC.	PUBLIC WKS CLASSIF SPLIT	30.53
		HAMPEL OIL DISTRIBUTORS, INC.	SEWER MOBIL DELVAC SPLIT	44.47
			WASTEWATER SPLIT FUEL	202.91
			WASTEWTR OFF ROAD DIESEL S	96.73
			WASTEWTR EQUIP SPLIT FUEL	25.99
			WASTEWATER 320 LUBRICANT	135.14
		HAWKINS, INC.	WASTEWATER CHEMICAL	1,513.55
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONCALL SPILT 63 LOCATES	18.90
		MILLER HARDWARE	SEWER CHEMICAL/PAINT	29.97
			SEWER EQUIP MAINT`	19.99
		VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	686.11
			TRENCHER REPAIR MULTIPLE D	40.44
		VISA - CARD SERVICES	PUBLIC WKS ADOBE	16.19
			SEWER MICROSOFT	0.51
		VERIZON	WASTEWATER CELL PHONE	41.45
			TOTAL:	3,142.69
WATER	WATER	GARNETT PUBLISHING, INC.	PUBLIC WKS CLASSIF SPLIT	30.53
		HAMPEL OIL DISTRIBUTORS, INC.	WATER MOBIL DELVAC SPLIT	20.53
			WTR PLANT MOBIL DELVAC SPL	41.05
			WATER SPLIT FUEL	152.86
		HAWKINS, INC.	CHEMICALS WATER PLANT	3,651.42
			WATER PLANT CHEMICAL	3,219.50
			WATER PLANT CHEMICAL	7,289.44
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	PIPE PEX/BLACK TANK FLOAT	12.27
			FULE LINE/CAP SLIP	5.48
			FLEXRITE PRO HOSE	69.99
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONCALL SPILT 63 LOCATES	18.90
		MILLER HARDWARE	WATER TOOL PURCH	150.43
			WATER TOOL PURCHASE	29.99
			WATER PROD EQUIP MAINT	11.55
			WATER DIST EQUIP MAINT	1.99
		OLATHE WINWATER WORKS CO.	WATER/GAS FITTINGS.	112.50
			6" LIVE MAIN TAP	650.00
			REPAIR CLAMPS (8)	660.00
			PVC, WT/IB PIPE	1,207.20
		VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	686.11
			TRENCHER REPAIR MULTIPLE D	40.44
		VISA - CARD SERVICES	WATER -- MUTUAL AID	51.50
			WATER EQUIP MAINT	64.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			WATER MAIL SAMPLES	146.81
			WATER PROF DEVE (3 EMPLOYE	215.00
			WATER OFFICE SUPPLY	39.78
			WATER KTAG	2.15
			WATER MICROSOFT	0.51
		VERIZON	PUBLIC WK CELL PHONE SPLIT	20.72
		WHITAKER AGGREGATES, INC.	WATER CRUSHER RUN SPLIT	67.44
		WITTMAN NAPA AUTO PARTS	WATER TOOL PURCHASE	6.35_
			TOTAL:	18,677.16
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	HAMPEL OIL DISTRIBUTORS, INC.	ECO DEC SPLIT FUEL	105.14
		NAVRAT'S	ECO DEV SPLIT ENVELOPES	33.36
		TURNIPSEED, JULIE	FUEL REIMB COLONY YEC	22.50
			FUEL REIMB IOLA SEK MTG	36.87
		VISA - CARD SERVICES	ECO DEV OFFICE SUPPLIES	10.49
			ECO DEV EVENT	176.00
			ECO DEV MICROSOFT	3.04_
			TOTAL:	387.40
PARKSIDE #1	PARKSIDE #1	HAMPEL OIL DISTRIBUTORS, INC.	GHA #1 SPLIT FUEL	20.56
		VISA - CARD SERVICES	GHA #1 CONFERENCE / KTAG	139.64_
			TOTAL:	160.20
PARKSIDE #2	PARKSIDE #2	HAMPEL OIL DISTRIBUTORS, INC.	GHA #2 SPLIT FUEL	20.56
		VISA - CARD SERVICES	GHA #2 CONFERENCE / KTAG	139.64_
			TOTAL:	160.20
PARK PLAZA NORTH	PARK PLAZA NORTH	HAMPEL OIL DISTRIBUTORS, INC.	GHA PLZ N SPLIT FUEL	20.56
		VISA - CARD SERVICES	GHA PK PLZ CONFERENCE / K	139.64_
			TOTAL:	160.20
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	GARVER, LLC	K68 ENVIRON ASSESSMENT UP	8,814.00_
			TOTAL:	8,814.00

===== FUND TOTALS =====		
101	GENERAL	21,499.21
102	AIRPORT	2,623.73
104	LIBRARY	516.98
105	PUBLIC SAFETY	5,194.56
107	TOURISM	716.54
109	ELECTRIC	5,569.90
110	GAS	3,252.14
111	SANITATION	13,965.48
112	WASTEWATER	3,142.69
113	WATER	18,677.16
114	ECONOMIC DEVELOPMENT	387.40
115	PARKSIDE #1	160.20
116	PARKSIDE #2	160.20
117	PARK PLAZA NORTH	160.20
118	CAPITAL IMPROVEMENT	8,814.00
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	GRAND TOTAL:	84,840.39
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AMERICAN PUBLIC GAS ASSOCIATION	2023 APGA MEMBERSHIP	GAS	GAS	1,391.07_
			TOTAL:	1,391.07
AMTEC LESS LETHAL, INC	AMTEC LESS LETHAL, INC	PUBLIC SAFETY	POLICE DEPARTMENT	795.00_
			TOTAL:	795.00
ANDERSON CO. SHERIFF'S DEPT.	HOUSING INMATES (7)	PUBLIC SAFETY	POLICE DEPARTMENT	385.00
	SEPT 2022 LIVE SCAN	PUBLIC SAFETY	POLICE DEPARTMENT	150.00_
			TOTAL:	535.00
ANDERSON COUNTY SOLID WASTE	CONST AND DEMO	GENERAL	STREET & STORMWATER	707.67
	TS TONNAGE	SANITATION	SANITATION	8,398.80_
			TOTAL:	9,106.47
ANIXTER, INC.	ROD ANCHOR PISA (15)	ELECTRIC	ELECTRIC DISTRIBUTION	410.14
	SPLICE MOLDED 200A (6)	ELECTRIC	ELECTRIC DISTRIBUTION	1,697.48_
			TOTAL:	2,107.62
ARLAN COMPANY, INC.	BALLFIELD MAINT	GENERAL	PARKS, RECREATION & CE	1,451.20_
			TOTAL:	1,451.20
ARMOR EQUIPMENT	DUMPSTERS (5)	SANITATION	SANITATION	4,255.25_
			TOTAL:	4,255.25
AT & T	POWER PLANT TELEPHONE	ELECTRIC	ELECTRIC PRODUCTION	225.72_
			TOTAL:	225.72
BRUMMEL FARM SERVICE	ELEC -- MC25	ELECTRIC	ELECTRIC DISTRIBUTION	49.00_
			TOTAL:	49.00
CENTURYLINK	CITY HALL (TELEPHONE)	GENERAL	GOVERNMENT ADMINISTRAT	115.58
	POWER PLANT (TELEPHONE)	ELECTRIC	ELECTRIC PRODUCTION	47.27
	WASTEWATER TELEPHONE	WASTEWATER	WASTEWATER	119.91
	WASTEWATER INTERNET	WASTEWATER	WASTEWATER	119.90_
			TOTAL:	402.66
CINTAS CORPORATION # 430	POWER PLANT JANITORIAL	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	130.72
	ELEC JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	141.12_
			TOTAL:	360.46
CITY OF GARNETT PETTY CASH	AUG UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	600.95
	SEPT UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	613.30_
			TOTAL:	1,214.25
COUNTRYSIDE VET CLINIC, INC.	DISPOSAL/ADOPTION	GENERAL	COMMUNITY DEVELOPMENT	574.84_
			TOTAL:	574.84
D & S SANITATION LLC	CAMPGROUND/SOCCER RESTROOM	GENERAL	PARKS, RECREATION & CE	170.00
	CAMPGROUND/SOCCER RESTROOM	GENERAL	PARKS, RECREATION & CE	170.00_
			TOTAL:	340.00
DIGITAL CONNECTIONS, INC.	CITY HALL COPIES	GENERAL	GOVERNMENT ADMINISTRAT	469.04
	COM DEV COPIES	GENERAL	COMMUNITY DEVELOPMENT	469.04

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	LIBRARY COPIES	LIBRARY	LIBRARY	79.28_
			TOTAL:	1,017.36
EVERGY	COM DEV EVERGY 7745674439	GENERAL	COMMUNITY DEVELOPMENT	24.95
	#9127811310 PARKS	GENERAL	PARKS, RECREATION & CE	149.67
	#5102657023 PARKS	GENERAL	PARKS, RECREATION & CE	131.22
	#0638664876 CAMPSITES	GENERAL	PARKS, RECREATION & CE	26.89_
			TOTAL:	332.73
GALLS LLC	CODE RED SILENT WIRE EARPI	PUBLIC SAFETY	POLICE DEPARTMENT	179.40_
			TOTAL:	179.40
GARNETT HOME CENTER	BALLFIELD MAINT	GENERAL	PARKS, RECREATION & CE	31.13_
			TOTAL:	31.13
GARNETT PUBLISHING, INC.	ELLSWORTH	GENERAL	COMMUNITY DEVELOPMENT	52.55
	PUBLIC WKS CLASSIF SPLIT	GENERAL	STREET & STORMWATER	30.53
	PUBLIC WKS CLASSIF SPLIT	GAS	GAS	30.53
	30.52	SANITATION	SANITATION	30.52
	PUBLIC WKS CLASSIF SPLIT	WASTEWATER	WASTEWATER	30.53
	PUBLIC WKS CLASSIF SPLIT	WATER	WATER	30.53_
			TOTAL:	205.19
GARVER, LLC	K68 ENVIRON ASSESSMENT UP	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	8,814.00_
			TOTAL:	8,814.00
GERKEN RENT-ALL, INC	PORTABLE TOILET NORTH LAKE	GENERAL	PARKS, RECREATION & CE	357.50
	N LAKE PORTABLE TOILET	GENERAL	PARKS, RECREATION & CE	357.50
	CEDAR VALLEY RESERVOIR RES	GENERAL	PARKS, RECREATION & CE	561.00
	PORTABLE RR AIRPORT DAYS	AIRPORT	MUNICIPAL AIRPORT	150.00_
			TOTAL:	1,426.00
GOODWIN, NICK	REIMB FOR UNIFORMS	PUBLIC SAFETY	POLICE DEPARTMENT	152.75_
			TOTAL:	152.75
HAMPPEL OIL DISTRIBUTORS, INC.	GOV ADMIN SPLIT FUEL	GENERAL	GOVERNMENT ADMINISTRAT	144.33
	COM DEV SPLIT FUEL	GENERAL	COMMUNITY DEVELOPMENT	73.72
	PARKS EQUIP FUEL	GENERAL	PARKS, RECREATION & CE	803.29
	PARKS VEHICLE FUEL	GENERAL	PARKS, RECREATION & CE	267.76
	STREET MOBIL DELVAC SPLIT	GENERAL	STREET & STORMWATER	212.10
	STREET SPLIT FUEL	GENERAL	STREET & STORMWATER	358.88
	STREET ON ROAD DIESEL SPLI	GENERAL	STREET & STORMWATER	243.86
	STREET OFF ROAD DIESEL SPL	GENERAL	STREET & STORMWATER	1,026.34
	LIBRARY SPLIT FUEL	LIBRARY	LIBRARY	25.61
	POLICE MOBIL DELVAC SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	711.55
	PWR PLANT SPLIT FUEL	ELECTRIC	ELECTRIC PRODUCTION	63.24
	POWER PLANT EQUIP SPLIT FU	ELECTRIC	ELECTRIC PRODUCTION	62.85
	ELEC MOBIL DELVAC SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	54.73
	ELEC DIST SPLIT FUEL	ELECTRIC	ELECTRIC DISTRIBUTION	159.85
	ELE DIST ON ROAD DIESEL SP	ELECTRIC	ELECTRIC DISTRIBUTION	447.07
	GAS MOBIL DELVAC SPLIT	GAS	GAS	20.52
	GAS SPLIT FUEL	GAS	GAS	93.50
	TRASH ON ROAD DIESEL SPLIT	SANITATION	SANITATION	849.03
	SEWER MOBIL DELVAC SPLIT	WASTEWATER	WASTEWATER	44.47
	WASTEWATER SPLIT FUEL	WASTEWATER	WASTEWATER	202.91
	WASTEWTR OFF ROAD DIESEL S	WASTEWATER	WASTEWATER	96.73

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	WASTEWTR EQUIP SPLIT FUEL	WASTEWATER	WASTEWATER	25.99
	WASTEWATER 320 LUBRICANT	WASTEWATER	WASTEWATER	135.14
	WATER MOBIL DELVAC SPLIT	WATER	WATER	20.53
	WTR PLANT MOBIL DELVAC SPL	WATER	WATER	41.05
	WATER SPLIT FUEL	WATER	WATER	152.86
	ECO DEC SPLIT FUEL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	105.14
	GHA #1 SPLIT FUEL	PARKSIDE #1	PARKSIDE #1	20.56
	GHA #2 SPLIT FUEL	PARKSIDE #2	PARKSIDE #2	20.56
	GHA PLZ N SPLIT FUEL	PARK PLAZA NORTH	PARK PLAZA NORTH	20.56
			TOTAL:	6,504.73
HAWKINS, INC.	WASTEWATER CHEMICAL	WASTEWATER	WASTEWATER	1,513.55
	CHEMICALS WATER PLANT	WATER	WATER	3,651.42
	WATER PLANT CHEMICAL	WATER	WATER	3,219.50
	WATER PLANT CHEMICAL	WATER	WATER	7,289.44
			TOTAL:	15,673.91
HINES, CHRISTOPHER	3 @ 50.00 REFEREE	GENERAL	PARKS, RECREATION & CE	150.00
			TOTAL:	150.00
JOHN DEERE FINANCIAL DBA ORSCHELN FARM	CAM 2 PROMAX UNIV TRAC	GENERAL	STREET & STORMWATER	49.99
	PIPE PEX/BLACK TANK FLOAT	WATER	WATER	12.27
	FULE LINE/CAP SLIP	WATER	WATER	5.48
	FLEXRITE PRO HOSE	WATER	WATER	69.99
			TOTAL:	137.73
KANSAS ONE-CALL SYSTEM INC. DIST	KS ONCALL SPILT 63 LOCATES ELECTRIC		ELECTRIC DISTRIBUTION	18.90
	KS ONCALL SPILT 63 LOCATES GAS		GAS	18.90
	KS ONCALL SPILT 63 LOCATES WASTEWATER		WASTEWATER	18.90
	KS ONCALL SPILT 63 LOCATES WATER		WATER	18.90
			TOTAL:	75.60
KANSAS RECREATION & PARK ASSOC	MEMBERSHIP RENEWAL PARKS	GENERAL	PARKS, RECREATION & CE	100.00
			TOTAL:	100.00
KANSAS STATE TREASURER	STATE COURT COLLECTION FEE	GENERAL	GOVERNMENT ADMINISTRAT	460.00
			TOTAL:	460.00
LANDON, HEATHER R.	K LABELLE	GENERAL	GOVERNMENT ADMINISTRAT	300.00
			TOTAL:	300.00
MARNITA BEECHY	CAMPSITE REIMB	GENERAL	REVENUES	50.00
			TOTAL:	50.00
MILLER HARDWARE	PARKS BLDG MAINT	GENERAL	PARKS, RECREATION & CE	93.20
	PARKS JANITORIAL	GENERAL	PARKS, RECREATION & CE	3.99
	PARKS TOOL PURCHASE	GENERAL	PARKS, RECREATION & CE	716.76
	STREET TOOL PURCH	GENERAL	STREET & STORMWATER	232.02
	STREET BLDG MAIN	GENERAL	STREET & STORMWATER	57.76
	STREET JANITORIAL	GENERAL	STREET & STORMWATER	16.25
	AIRPORT EQUIP MAINT	AIRPORT	MUNICIPAL AIRPORT	20.78
	ELEC PROD EQUIP MAINT	ELECTRIC	ELECTRIC PRODUCTION	63.00
	ELEC DIST BLDG MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	61.97
	ELEC DIST OFFICE SUPPLY	ELECTRIC	ELECTRIC DISTRIBUTION	17.18
	ELEC DIST EQUIP MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	11.37
	GAS TOOL PURCHASE	GAS	GAS	30.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	REFUSE VEHICLE MAINT	SANITATION	SANITATION	35.43
	REFUSE TOOL PURCH	SANITATION	SANITATION	65.46
	SEWER CHEMICAL/PAINT	WASTEWATER	WASTEWATER	29.97
	SEWER EQUIP MAINT`	WASTEWATER	WASTEWATER	19.99
	WATER TOOL PURCH	WATER	WATER	150.43
	WATER TOOL PURCHASE	WATER	WATER	29.99
	WATER PROD EQUIP MAINT	WATER	WATER	11.55
	WATER DIST EQUIP MAINT	WATER	WATER	1.99_
			TOTAL:	1,669.09
NATIONAL SIGN COMPANY	ST SIGNS	GENERAL	STREET & STORMWATER	263.80
	BARRICADE	GENERAL	STREET & STORMWATER	1,250.00_
			TOTAL:	1,513.80
NAVRAT'S	ADMIN SPLIT ENVELOPES	GENERAL	GOVERNMENT ADMINISTRAT	246.00
	UTILITY CLERK DESK	GENERAL	GOVERNMENT ADMINISTRAT	2,195.00
	COM DEV SPLIT ENVELOPES	GENERAL	COMMUNITY DEVELOPMENT	137.59
	COM DEV MARKETING	TOURISM	TOURISM	541.54
	ECO DEV SPLIT ENVELOPES	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	33.36_
			TOTAL:	3,153.49
OLATHE WINWATER WORKS CO.	WATER/GAS FITTINGS	GAS	GAS	112.50
	(24) YELLOW MARKING PAINT	GAS	GAS	204.00
	WATER/GAS FITTINGS.	WATER	WATER	112.50
	6" LIVE MAIN TAP	WATER	WATER	650.00
	REPAIR CLAMPS (8)	WATER	WATER	660.00
	PVC, WT/IB PIPE	WATER	WATER	1,207.20_
			TOTAL:	2,946.20
PITNEY BOWES GLOBAL FIN SERV	JUL 2022 - OCT 2022	GENERAL	GOVERNMENT ADMINISTRAT	165.57_
			TOTAL:	165.57
SAM'S CLUB	FOOTBALL SUPPLIES	GENERAL	PARKS, RECREATION & CE	1,909.51
	WEIGHT RACK	GENERAL	PARKS, RECREATION & CE	350.47
	WEIGHT RACK	GENERAL	PARKS, RECREATION & CE	18.37-
			TOTAL:	2,241.61
SCHETTTLER, PAT	OCTOBER WAGES	AIRPORT	MUNICIPAL AIRPORT	2,411.50_
			TOTAL:	2,411.50
SUBSURFACE SOLUTIONS	GPS PORTAL ANNUAL FEE	ELECTRIC	ELECTRIC DISTRIBUTION	840.00_
			TOTAL:	840.00
TUCKER, TOMMY	MOW AUG/SEPT TRIM TREES	LIBRARY	LIBRARY	215.00_
			TOTAL:	215.00
TURNIPSEED, JULIE	FUEL REIMB COLONY YEC	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	22.50
	FUEL REIMB IOLA SEK MTG	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	36.87_
			TOTAL:	59.37
UCI TESTING	MOBILE DOT PRE/ANNL EMPY	GENERAL	GOVERNMENT ADMINISTRAT	80.00
	MOBILE DOT PRE/ANNL EMPY	GENERAL	STREET & STORMWATER	40.00_
			TOTAL:	120.00
USI EDUCATION & GOV'T. SALES	LIBRARY SUPPLIES/SHIPPING	LIBRARY	LIBRARY	39.26_
			TOTAL:	39.26

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VALIDITY SCREENING SOLUTIONS	EMPLOYMENT SCREENING	GENERAL	STREET & STORMWATER	52.00_
			TOTAL:	52.00
VERIZON	ADMINISTRATION CELL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	68.71
	ZONING/ANIMAL CONTROL CELL	GENERAL	COMMUNITY DEVELOPMENT	87.90
	PUBLIC WK CELL PHONE SPLIT	GENERAL	STREET & STORMWATER	20.73
	AIRPORT CELL PHONE	AIRPORT	MUNICIPAL AIRPORT	41.45
	POLICE CELL PHONES	PUBLIC SAFETY	POLICE DEPARTMENT	451.66
	ELEC DIST CELL PHONE	ELECTRIC	ELECTRIC DISTRIBUTION	46.45
	WASTEWATER CELL PHONE	WASTEWATER	WASTEWATER	41.45
	PUBLIC WK CELL PHONE SPLIT	WATER	WATER	20.72_
			TOTAL:	779.07
VERMEER GREAT PLAINS	TRENCHER REPAIR MULTIPLE D	GENERAL	STREET & STORMWATER	686.11
	TRENCHER REPAIR MULTIPLE D	GENERAL	STREET & STORMWATER	40.44
	TRENCHER REPAIR MULTIPLE D	ELECTRIC	ELECTRIC DISTRIBUTION	686.11
	TRENCHER REPAIR MULTIPLE D	ELECTRIC	ELECTRIC DISTRIBUTION	40.44
	TRENCHER REPAIR MULTIPLE D	GAS	GAS	686.11
	TRENCHER REPAIR MULTIPLE D	GAS	GAS	40.44
	TRENCHER REPAIR MULTIPLE D	WASTEWATER	WASTEWATER	686.11
	TRENCHER REPAIR MULTIPLE D	WASTEWATER	WASTEWATER	40.44
	TRENCHER REPAIR MULTIPLE D	WATER	WATER	686.11
	TRENCHER REPAIR MULTIPLE D	WATER	WATER	40.44_
			TOTAL:	3,632.75
VISA - CARD SERVICES	ADMIN - EQUIP MAINT	GENERAL	GOVERNMENT ADMINISTRAT	73.87
	ADMIN - GOOGLE SERVICE	GENERAL	GOVERNMENT ADMINISTRAT	309.00
	HR SUPPLIES	GENERAL	GOVERNMENT ADMINISTRAT	7.42
	ADMIN OFFICE SUPPLIES	GENERAL	GOVERNMENT ADMINISTRAT	55.44
	CITY ATTRY OFFICE SUPPLIES	GENERAL	GOVERNMENT ADMINISTRAT	99.92
	ADMIN ADOBE	GENERAL	GOVERNMENT ADMINISTRAT	48.64
	ADMIN MICROSOFT	GENERAL	GOVERNMENT ADMINISTRAT	24.32
	ANIMAL CONTROL OFFICE SUPP	GENERAL	COMMUNITY DEVELOPMENT	218.43
	TOURISM KTAG	GENERAL	COMMUNITY DEVELOPMENT	4.85
	COM DEV ADOBE	GENERAL	COMMUNITY DEVELOPMENT	16.26
	COM DEV MICROSOFT	GENERAL	COMMUNITY DEVELOPMENT	6.08
	REC CTR MICROSOFT	GENERAL	PARKS, RECREATION & CE	3.04
	STREET SUBSCRIPTION	GENERAL	STREET & STORMWATER	50.00
	STREET OFFICE SUPPLIES	GENERAL	STREET & STORMWATER	68.43
	STREET MICROSOFT	GENERAL	STREET & STORMWATER	0.51
	LIBRARY MATERIAL/RESOURCE	LIBRARY	LIBRARY	157.83
	FIRE MICROSOFT	PUBLIC SAFETY	FIRE DEPARTMENT	3.04
	POLICE CONFERENCE TRAVEL	PUBLIC SAFETY	POLICE DEPARTMENT	277.06
	POLICE OFFICE SUPPLY	PUBLIC SAFETY	POLICE DEPARTMENT	72.00
	POLICE MICROSOFT	PUBLIC SAFETY	POLICE DEPARTMENT	15.20
	TOURISM -FLYWHEELERS	TOURISM	TOURISM	175.00
	ELEC PROD KTAG	ELECTRIC	ELECTRIC PRODUCTION	1.20
	ELEC PRO MICROSOFT	ELECTRIC	ELECTRIC PRODUCTION	0.49
	GAS CLASS TRAVEL (3 EMPLOY	GAS	GAS	448.88
	GAS OFFICE SUPPLY	GAS	GAS	44.25
	GAS EQUIP MAINT	GAS	GAS	11.99
	GAS -- MUTUAL AID	GAS	GAS	51.50
	GAS MICROSOFT	GAS	GAS	0.51
	TRASH MICROSOFT	SANITATION	SANITATION	0.50
	PUBLIC WKS ADOBE	WASTEWATER	WASTEWATER	16.19
	SEWER MICROSOFT	WASTEWATER	WASTEWATER	0.51

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	WATER -- MUTUAL AID	WATER	WATER	51.50
	WATER EQUIP MAINT	WATER	WATER	64.72
	WATER MAIL SAMPLES	WATER	WATER	146.81
	WATER PROF DEVE (3 EMPLOYE	WATER	WATER	215.00
	WATER OFFICE SUPPLY	WATER	WATER	39.78
	WATER KTAG	WATER	WATER	2.15
	WATER MICROSOFT	WATER	WATER	0.51
	ECO DEV OFFICE SUPPLIES	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	10.49
	ECO DEV EVENT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	176.00
	ECO DEV MICROSOFT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	3.04
	GHA #1 CONFERENCE / KTAG	PARKSIDE #1	PARKSIDE #1	139.64
	GHA #2 CONFERENCE / KTAG	PARKSIDE #2	PARKSIDE #2	139.64
	GHA PK PLZ CONFERENCE / K	PARK PLAZA NORTH	PARK PLAZA NORTH	139.64
			TOTAL:	3,391.28
WEX BANK	POLICE WEX FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	925.48
			TOTAL:	925.48
WHITAKER AGGREGATES, INC.	STREET CRUSHER RUN SPLIT	GENERAL	STREET & STORMWATER	67.44
	GAS CRUSHER RUN SPLIT	GAS	GAS	67.44
	WATER CRUSHER RUN SPLIT	WATER	WATER	67.44
			TOTAL:	202.32
WITTMAN NAPA AUTO PARTS	ADMIN VEHICLE MAINT	GENERAL	GOVERNMENT ADMINISTRAT	34.64
	PARKS VEHICLE MAINT	GENERAL	PARKS, RECREATION & CE	283.93
	STREET TOOL PURHCASE	GENERAL	STREET & STORMWATER	123.17
	STREET VEHICLE MAINT	GENERAL	STREET & STORMWATER	3.55
	FIRE VEHICLE MAINT	PUBLIC SAFETY	FIRE DEPARTMENT	31.54
	POLICE VEHICLE MAINT	PUBLIC SAFETY	POLICE DEPARTMENT	1,044.88
	ELEC VEHICLE MAINT	ELECTRIC	ELECTRIC PRODUCTION	191.99
	ELEC DIST VEHICLE MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	12.99
	REFUSE VEHICLE MAINT	SANITATION	SANITATION	330.49
	WATER TOOL PURCHASE	WATER	WATER	6.35
			TOTAL:	2,063.53

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

101	GENERAL	21,499.21
102	AIRPORT	2,623.73
104	LIBRARY	516.98
105	PUBLIC SAFETY	5,194.56
107	TOURISM	716.54
109	ELECTRIC	5,569.90
110	GAS	3,252.14
111	SANITATION	13,965.48
112	WASTEWATER	3,142.69
113	WATER	18,677.16
114	ECONOMIC DEVELOPMENT	387.40
115	PARKSIDE #1	160.20
116	PARKSIDE #2	160.20
117	PARK PLAZA NORTH	160.20
118	CAPITAL IMPROVEMENT	8,814.00
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	GRAND TOTAL:	84,840.39
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TOTAL PAGES: 6

PAYROLL: \$112,651.92  
 BILLS: \$ 84,840.39  
 TOTAL: \$197,492.31