



*Small, Serene, Simply Garnett.*

## City Commission Meeting

## AGENDA

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

- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
  - A. Pledge of Allegiance
  - B. Invocation, Chris Goetz, First Christian Church
  - C. Motion to enter the Public Hearing for the Establishment of a Reinvestment Housing Incentive District and Adoption of a Plan for the Development of Housing and Public Facilities in such District. (minimum of 5 minutes)
    - i. Citizens to be Heard
    - ii. Consideration of Ordinance 4259 Establishing a Reinvestment Housing Incentive District within the City of Garnett, Kansas.
    - iii. Consideration of the RHID Development Plan and Development Agreement for the Cleveland Villas Reinvestment Housing Incentive District in the City of Garnett, Kansas.
    - iv. Signing of Approved Documents.
    - v. Adjournment.
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Governing Body Comments**
  - A. Commissioner Wiehl
  - B. Commissioner Locke
  - C. Mayor Cole
- IV. **Consent Agenda**
  - A. Approval of Minutes from July 9, 2024, Regular City Commission Meeting.
  - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$191,962.06
- V. **Regular Business**
  - A. Consideration of approval of the plan review for 130 E. 5<sup>th</sup> Ave, Roc Em LLC, owner.
  - B. Presentation by Van Diest Supply Company.
- VI. **Discussion Items**
  - A. Anderson County Fair Parade – Tuesday July 30<sup>th</sup> at 7:00 p.m.
  - B. Steering Committee.
  - C. Presidential Disaster Declaration.
- VII. **Informational Items**
  - A. The Garnett Farmers' Market Season, hosted by the Garnett Area Chamber of Commerce, will be held every Thursday on Main Street May 2 – October 3 from 4:30 p.m. to 7:00 p.m.
  - B. The Sprint Track Night Kart Races, hosted by the KC Karting Association, will be held on July 27.
  - C. Anderson County Fair Week, hosted by the Anderson County Fair Association, will be held July 29 – August 3.
  - D. The Night Train Ultra Races, hosted by Outlaw 100, will be held at the North and South Lake August 2 – 3.
  - E. The Fun in the Sun Car Show, hosted by Crest Schools, will be held August 24<sup>th</sup>.
  - F. The Colony Day Celebration, hosted by the Colony Day Committee, will be held on August 31.
  - G. The 24<sup>th</sup> Annual Greeley Smokeoff/Larry Schaffer Memorial Softball Tournament, hosted by the Greeley Smokeoff, will be held September 6-7.



*Small, Serene, Simply Garnett.*

## **City Commission Meeting**

## **AGENDA**

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

- H. Fall City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on September 7.
  - I. 113<sup>th</sup> Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held on September 26-28.
  - J. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 28.
- VIII. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- IX. **Signing of Approved City Documents**
- X. **Adjournment**

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

### **CALL TO ORDER**

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

The Pledge of Allegiance was recited.  
Vernon Yoder, Mont Ida Church gave the invocation.

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

Mike Norman: presented the Commission with a plaque thanking them for supporting the Kansas City Karting Association.

Helen Norman: presented the duties of and accomplishments of Jody Beets Chamber Director, requesting of the Commission continuing monetary support.

### **GOVERNING BODY COMMENTS**

- ***Commissioner Wiehl***

No comment

- ***Commissioner Locke***

Stated fireworks were a great success, and the attendance was great.

Attended the first meeting of the ACDA Board, looking forward to moving forward.

Welcomed Jesscia Mills to the City

- ***Mayor Cole***

Gave a shout out to Jody Beets for all she does, Nonnie Nolan and the excellent work she is doing. Stated she attended the Library Board meeting, the handicap door is broken at present, June stats:660 visits, 5900 checked out materials, 186 participants in story time.

### **CONSENT AGENDA**

**A. Approval of Minutes from June 25, 2024, Regular City Commission Meeting.**

**B. Approval of Minutes from July 1, 2024, Special City Commission Budget Meeting.**

**C. Approval of Semi-Monthly Bills and Payroll in the amount of \$298,839.94**

Commissioner Wiehl motioned to approve the Consent Agenda as presented.

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

### **REGULAR BUSINESS**

**A. Presentation of the 2023 Audit by Jarred, Gilmore, & Phillips.**

Mr. Neil Phillips presented 2023 Audit to Commission

**B. Swimming Pool PAR presentation by BG Consultants.**

Jason Hokinson presented an agreement for the Swimming Pool PAR.

Commissioner Locke motioned to approve the Swimming Pool PAR Agreement as presented.

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

### **DISCUSSION ITEMS**

**A. Anderson County Fair Parade – Tuesday July 30th at 7:00 p.m.**

All Commissioners will be at the Anderson County Fair Parade

**B. Steering Committee**

Commissioners agreed to bring this topic back at the next Commission meeting.

The direction of collecting information from the general public on the swimming pool will be given to the Parks and Recreation Board. Commission requested Helen Norman to have this placed on their next agenda.

**INFORMATIONAL ITEMS**

- A. The Garnett Farmers’ Market Season, hosted by the Garnett Area Chamber of Commerce, will be held every Thursday on Main Street May 2 – October 3 from 4:30 p.m. to 7:00 p.m.
- B. Anderson County Fair Week, hosted by the Anderson County Fair Association, will be held July 29 – August 3.
- C. The Night Train Ultra Races, hosted by Outlaw 100, will be held and the North and South Lake August 2 – 3.
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- G. Fall City Wide Garage Sale Day, hosted by Garnett Publishing Inc, will be held on September 7.
- H. 113th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held on September 26-28.
- I. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 28.

Saturday, July 20<sup>th</sup> from 9:00 am – 10:00 am the Farmers Market will be set up.

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

No citizen comments.

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

**City Manager, Wilson requested the Commission ask the County Commissioners to join in a meeting to discuss the ACDA Board and the changes that the board would like to make to appointments. Commissioners agreed.**

**ADJOURNMENT**

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

Meeting adjourned at 7:03 p.m.

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Mayor

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City Clerk

(Published in the *The Anderson County Review* on the \_\_\_\_\_ day of \_\_\_\_\_, 2024)

**ORDINANCE NO. 4259**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH THE CLEVELAND VILLAS REINVESTMENT HOUSING INCENTIVE DISTRICT**

**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any City to designate a reinvestment housing incentive district within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a Reinvestment housing incentive district and providing the legal description of property to be contained therein, and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of Reinvestment housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

**WHEREAS**, the Governing Body of the City has adopted and ratified the County’s Housing Needs Analysis dated April 12, 2023 (the “Analysis”);

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No. 2024-6 which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act, (“Resolution No. 1”); and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated May 13, 2024, authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act (the “District”), to be hereafter called the Cleveland Villas Reinvestment Housing Incentive District; and

**WHEREAS**, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the Plan); and

**WHEREAS**, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis; and

**WHEREAS**, the Governing Body of the City has heretofore adopted Resolution No. 2024-7 dated June 11, 2024, which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for July 23, 2024 and provided for notice of such hearing as provided in the Act; and

**WHEREAS**, the Governing Body of the City published a copy of Resolution No. 2024-7 in the City's Official Newspaper on July 9, 2024 giving statutory notice of the public hearing; and

**WHEREAS**, a public hearing was held on July 23, 2024 after due published and delivered notice in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that due notice of the public hearing conducted July 23, 2024 was made in accordance with the provisions of the Act.

**Section 2. Creation of Reinvestment Housing Incentive District.** A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development within the City of Garnett, Jefferson County, Kansas::

Commencing at the Northwest corner of Block Twenty-three (23) in what was formerly Orchard Park Addition to the City of Garnett, Kansas, thence East 450 feet, thence South 490 feet to the middle of what was formerly Third Street in Orchard Park Addition, thence West 450 feet, thence North 490 feet to the Place of Beginning, in Anderson County, Kansas.

The boundaries of the District do not contain any property not referenced in Resolution No. 2024-7, which provided notice of public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on July 23, 2024, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. 365 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Anderson County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Anderson County or U.S.D. 365.

**Section 5. Reimbursement.** The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under provisions of the Act. Further, the City finds that vertical construction costs are eligible costs pursuant to K.S.A. 12-5249(a)(12)(A), as the infrastructure, including streets, sewer, water and utilities, have been existence for at least 10 years. Pursuant to K.S.A. 12-5249(a)(12)(A), it is intended that revenues from the District will be used, primarily or exclusively, to reimburse the costs of the housing facilities because:

- The proposed housing facilities financed with District revenues will be exclusively for residential use;
- The District is an “existing lot” to the extent that it is comprised of a single existing tax parcel; and
- The infrastructure, including streets, sewer, water, and utilities, has been in existence for at least 10 years.

**Section 6. Further Action.** The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body of the City of Garnett, Kansas and publication of a summary of this Ordinance one time in the official City newspaper.

PASSED by the City Commission and signed by the Mayor this 23rd day of July, 2023.

City of Garnett, Kansas

\_\_\_\_\_  
Jody M. Cole, Mayor

\_\_\_\_\_  
City Commissioner

SEAL

\_\_\_\_\_  
City Commissioner

\_\_\_\_\_  
Patricia Brewer, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Terry J. Solander, City Attorney



**DEVELOPMENT PLAN  
CLEVELAND VILLAS REINVESTMENT INCENTIVE DISTRICT  
IN THE CITY OF GARNETT, KANSAS  
JULY 2024**

## **DEVELOPMENT PLAN INTRODUCTION**

On March 12, 2024, the Governing Body of the City of Garnett, Kansas (the “City”) adopted Resolution 2024-6 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to the Kansas Reinvestment Housing Incentive District Act (K.S.A. 12-5241 *et seq.*).

Following the adoption of Resolution 2024-6, a certified copy was submitted to the Secretary of Commerce (“Secretary”) for approval of the establishment of the Reinvestment Housing Incentive District in the City, as required by K.S.A. 12-5244(c).

On May 13, 2024, the Secretary provided written confirmation, approving the establishment of the Reinvestment Housing Incentive District (the “District”).

## **DEVELOPMENT PLAN ADOPTION**

K.S.A. 12-5245 states that once the City receives approval from the Secretary for the development of a Kansas Reinvestment Housing Incentive District, the governing body must adopt a plan for the development or redevelopment of housing and public facilities within the proposed district.

## **DEVELOPMENT PLAN**

As a result of the shortage of quality housing within Garnett, Kansas, the City proposes this Development Plan to assist in the development of quality housing within the City.

1. The legal description of the district:

Commencing at the Northwest corner of Block Twenty-three (23) in what was formerly Orchard Park Addition to the City of Garnett, Kansas, thence East 450 feet, thence South 490 feet to the middle of what was formerly Third Street in Orchard Park Addition, thence West 450 feet, thence North 490 feet to the Place of Beginning, in Anderson County, Kansas

A map of the District is attached as **Exhibit A** to this document.

2. The assessed valuation of all real estate within the District for 2023 is approximately \$153.00 and \$0.00 on all improvements.
3. The name and address of the owner of record for the real estate within the District is:

Confluence Ventures, LLC  
259 W. Park Rd.  
Garnett, KS 66032

4. The housing and public facilities that are proposed to be constructed include the following:

**HOUSING FACILITIES.** The housing facilities include the development of an 8-unit duplex rental project (4 structures), each duplex of approximately 1,107 sq. ft. consisting each of three-bedroom, two-bathroom duplexes each with 2-car garages, as ultimately determined by developer.

**PUBLIC FACILITIES.** Public facilities and public improvements include Infrastructure Improvements located within the boundaries of the District, and all related infrastructure, including Public Improvements which will infrastructure improvements located within the boundaries of the District, including but not limited to parking, water, sanitary sewer, and electric improvements as outlined in the Development Plan and Agreement.

**ELIGIBLE COSTS.** The Rural Housing Incentive District (“RHID”) Program and newly passed legislation titled the Reinvestment Housing Incentive District (“RHID2”) (via Kansas Senate Bill 17, signed by the Governor on April 20, 2023) provides an opportunity for the community and developers to minimize costs to the individual and open the market of new homes to a broader range of developments. Developer is largely not seeking reimbursement of these traditional infrastructure expenses as they are already constructed, but is seeking reimbursement for the vertical construction per the newly enacted RHID legislation, and specifically K.S.A. 12-5249(a)(12), which allows for eligible costs to include:

*(12) renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if:*

*(A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or*

*(B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes*

*Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto.*

Developer and City agree that such construction costs are eligible costs pursuant to K.S.A. 12-5249(a)(12)(A) as the infrastructure, including streets, sewer, water and utilities, has been existence for at least 10 years.

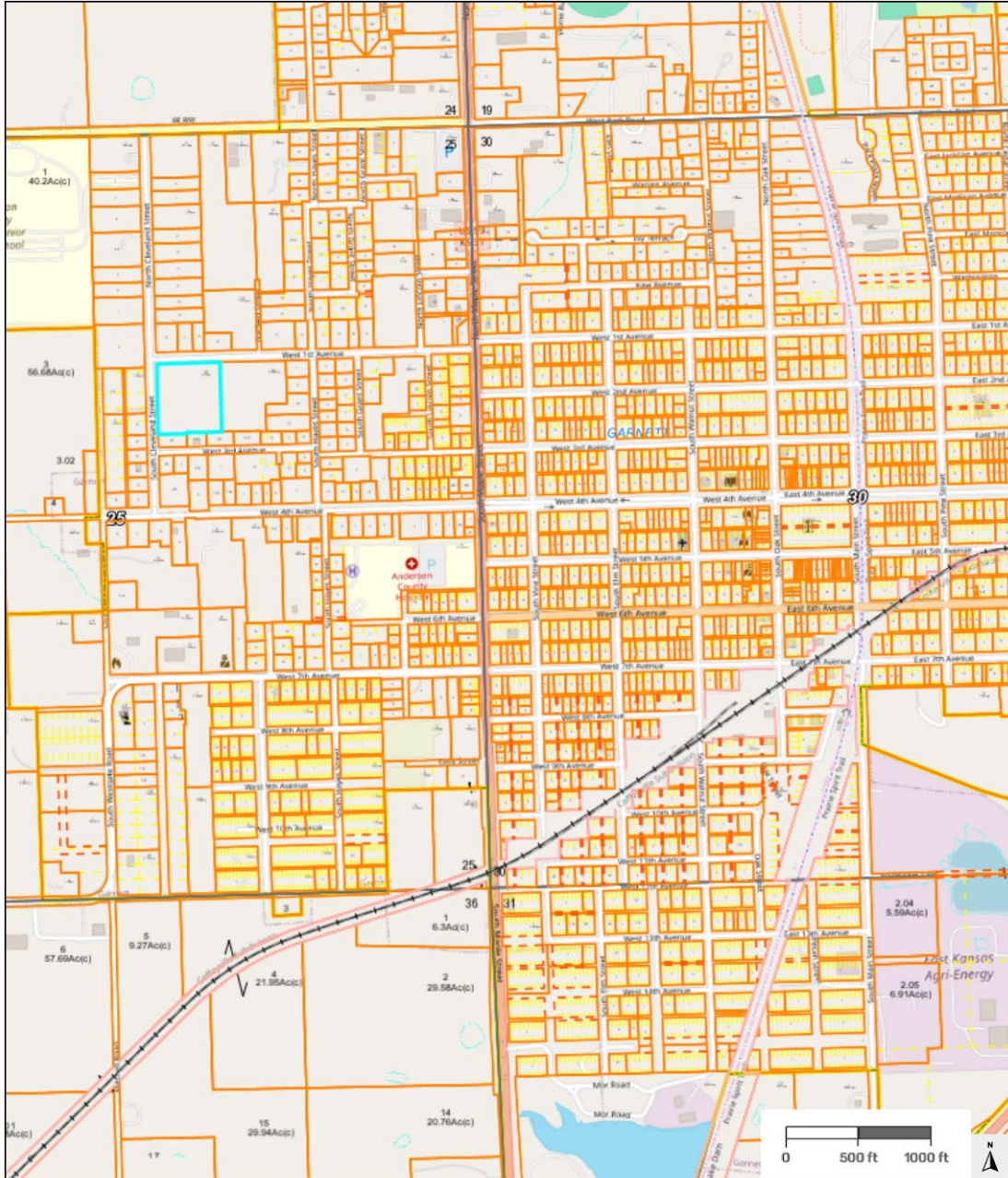
5. The names, addresses, and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities are:

Confluence Ventures, LLC  
259 W. Park Rd.  
Garnett, KS 66032

6. The Governing Body of the City is in the process of entering into a Development Agreement with Confluence Ventures, LLC. The Development Agreement, as supplemented and amended, will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City. The draft form of the Development Agreement is attached hereto as **Exhibit C**.
7. The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project, together with other available sources of revenue, would be adequate to pay the costs of the Public Improvements.

# DEVELOPMENT PLAN – EXHIBIT A

## MAP OF PROPOSED RHID BOUNDARIES FOR THE RHID



<b>Anderson County, KS</b>	This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.	<b>NOTES</b>
3/18/2024	THIS MAP IS NOT TO BE USED FOR NAVIGATION	

## DEVELOPMENT PLAN – EXHIBIT B

### COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

#### Cleveland Villas Reinvestment Incentive District Feasibility Study

Estimated Eligible Expenses	\$ 1,656,776															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Assessed Value</th> <th style="width: 20%;">Property Class</th> <th style="width: 20%;">Mill Levy</th> <th style="width: 20%;">Number of Lots</th> <th style="width: 20%;">Tax Amount</th> </tr> </thead> <tbody> <tr> <td>Existing Land</td> <td>153</td> <td>11.5%</td> <td>0.164059</td> <td>1 \$ 25.10</td> </tr> <tr> <td colspan="4" style="text-align: right;"><b>Total Current</b></td> <td style="text-align: right;"><b>\$ 25.10</b></td> </tr> </tbody> </table>	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount	Existing Land	153	11.5%	0.164059	1 \$ 25.10	<b>Total Current</b>				<b>\$ 25.10</b>
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Existing Land	153	11.5%	0.164059	1 \$ 25.10												
<b>Total Current</b>				<b>\$ 25.10</b>												

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class		Mill Levy	Est. Property Tax	Number of Lots	Total Value
Duplex Buildings	\$ 5,000	\$ 350,000	11.5%		0.142559	\$ 5,820	4	\$ 23,280

Grand Total Less Incentive Percent	\$ 23,280
Tax Increment	\$ 23,255
25 Year Rebate Total, 2.5% Growth	\$ 670,930
Total Tax Less State Mills/Local Schools	\$ 23,280
Total Captured Mill Levy	0.142559

Total Mills	0.164059
Less State School & State Building 21.5 Mills	0.142559

**DEVELOPMENT PLAN – EXHIBIT C**

**DEVELOPMENT AGREEMENT  
CLEVELAND VILLAS REINVESTMENT HOUSING INCENTIVE DISTRICT  
IN THE CITY OF GARNETT, KANSAS  
JULY 2024**

**THIS DEVELOPMENT AGREEMENT** (hereinafter “Agreement”), entered into this 23rd day of July 2024, by and between the **City of Garnett**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **Confluence Ventures, LLC**, a Kansas Limited Liability Company (hereinafter “Developer”).

**RECITALS**

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of the necessary Housing Facilities and Infrastructure Improvements for the Development Project known as “Cleveland Villas Reinvestment Housing Development” (hereinafter “the Development”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of the City and described on *Exhibit A*, further described as “Cleveland Villas Reinvestment Housing Incentive District” (hereinafter “the Development”), attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. WHEREAS**, Developer desires to develop the Property by constructing and developing certain Housing Facilities and Infrastructure Improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and surrounding area of Anderson County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

**1.1 Definitions.** As used in this Agreement, the following words and terms shall have the meaning set forth below:

**Agreement**—means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

**City**—means the City of Garnett, Kansas.

**Concept Site Plan**—means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as *Exhibit B* hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Infrastructure Improvements. Notwithstanding anything to the contrary, the City's acceptance of the Concept Site Plan is not acceptance of the final Site Plan as required by City Ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final Site Plan through its normal Planning & Zoning and permitting process.

**Construction Plans**—means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

**Developer**—means Confluence Ventures, LLC, a Kansas Corporation, with its principal place of business at 259 W. Park Rd., Garnett, KS 66032, or its successors or assigns in interest.

**Development Area**—means the collective areas described in *Exhibit B* attached hereto and incorporated herein by reference.

**Development Costs**—means the total amount spent or expected to be spent by Developer to construct the Work.

**Development Project**—means the Housing Facilities and Infrastructure Improvements constructed in the Development Area in accordance with the Concept Site Plan.

**District** – means the Cleveland Villas Reinvestment Housing Incentive District established pursuant the Reinvestment Housing Incentive District Act and Resolution No. 2024-6 of the City adopted on March 12, 2024, Resolution No. 2024-7 adopted on June 11, 2024, and Ordinance No. 4259 of the City adopted July 23, 2024, with notice of the public hearing published on July 9, 2024.

**Eligible Costs** means the cost of the Property, and that portion of the verified costs of the Housing Facilities and Infrastructure Improvements which are reimbursable to the Developer



pursuant to the provisions of K.S.A. 12-5249, including directly associated and verified development, legal, engineering, project finance costs, and any ongoing special assessments or other costs related to existing infrastructure, all as more specifically described on *Exhibit C* attached hereto and incorporated herein by reference. It is hereby agreed that provisions of K.S.A. 12-5249(a)(12) apply to this project, and all vertical construction costs, including those for the Housing Facilities as defined herein, related to the Cleveland Villas RHID Development shall be considered Eligible Expenses and reimbursable to the Developer per the Act.

**Governing Body**—means the City Commission of the City of Garnett, Kansas.

**Housing Facilities**—means the renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if: (A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or (B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, all as more specifically described on *Exhibit D* attached hereto and incorporated herein by this reference.

**Mayor**—means the Mayor of Garnett, Kansas or his duly authorized agent.

**Plans and Specifications**—means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City and meeting all applicable standards.

**Property**—means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests, and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated by this reference.

**Public Improvements**—means that portion of the Infrastructure Improvements which will be owned and maintained by the City or its Board of Public Utilities including electric (including street lighting), gas, sewer, water improvements (water main construction, individual lot connections), storm water improvements, concrete paving, sidewalks, approaches, and curb and gutter, street subgrade modifications, which are located in public rights-of-way or public easements established for the project.

**Related Party**—means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

**Reinvestment Housing Incentive District Act**—means K.S.A 12-5241, *et seq.*, as amended.

**Substantial Completion**—means the stage in the progress of the Work when the Work or designated portions thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

**Work**—means all work necessary to prepare the Property and to construct the Development Project, Housing Facilities, and Infrastructure Improvements, including; (1) demolition and removal of any existing improvements located on the Property, grading and earthwork; (2) construction, reconstruction and/or relocation of utilities as described in the Concept Site Plan; and (3) construction of the Housing Facilities; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

## ARTICLE II

### REINVESTMENT HOUSING INCENTIVE DISTRICT

**2.1 PRELIMINARY RESOLUTION.** Governing Body has heretofore adopted Resolution 2024-6 dated March 12, 2024 which made certain findings pursuant to the Reinvestment Housing Incentive District Act, relative to the need for housing in City and declaring intent to establish a Reinvestment Housing Incentive District within City, which would include the Property.

**2.2 DEPARTMENT OF COMMERCE FINDING.** Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same with said resolution, to the Kansas Secretary of Commerce. On May 13, 2024 the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Reinvestment Housing Incentive District Act, and approved City's ability to establish Reinvestment Housing Incentive Districts.

**2.3 FURTHER PROCEEDINGS.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Reinvestment Housing Incentive District Act, contemporaneously adopted a resolution calling a public hearing relative to such Development Plan, will conduct a public hearing, and may pass an ordinance approving the Development Plan and establish the District. The District will be deemed to be established at the time said ordinance is adopted by the Governing Body and published as required by law. The Parties acknowledge that the creation of the District is subject to nullification in the manner set forth in K.S.A. 12-5246 and that the governing body of the City retains full and complete discretion to pass said ordinance or not pass said ordinance after the public input. If the ordinance is not passed, this Agreement shall be void.

## ARTICLE III

### CONSTRUCTION OF THE PROJECT AND HOUSING FACILITIES

**3.1 Development Project Construction Schedule.** Developer shall commence construction of the Development Project, Housing Facilities, and any additional Infrastructure Improvements within the Development Area in a commercially reasonable amount of time after the ordinance establishing the District is passed by the Governing Body and the final Site Plan is approved by the City. Developer will diligently pursue Substantial Completion of the Development Project and must obtain Substantial Completion within a commercially reasonable manner and timeframe.

**3.2 CONSTRUCTION OF THE DEVELOPMENT PROJECT.** Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans. Notwithstanding anything to the contrary herein, all work on the Project shall comply with existing City Codes, rules and regulations.

**3.2.1 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project of part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

**3.3 CONCEPT SITE PLAN.** Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site plan is hereby approved except as noted below by the Parties. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project. Notwithstanding anything to the contrary, the City's acceptance of the Concept Site Plan is not acceptance of the final Site Plan as required by the City Ordinances and the City retains full and complete discretion to review, modify and approve or not approve such final Site Plan through its normal Planning & Zoning and permitting process.

**3.4 CONSTRUCTION OF HOUSING FACILITIES.** Developer shall construct, at its cost, the Housing Facilities in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project. Notwithstanding any Ordinance or requirement to the contrary, Developer shall be

permitted to begin vertical construction of the Development Project prior to all Infrastructure Improvements being completed.

**3.4.1 ACQUISITION OF EASEMENTS, PERMITS.** Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered an Eligible Cost. Prior to Substantial Completion, Developer shall dedicate such internal rights-of-way and/or easements as required by the final Site Plan and standard City practice. City shall cooperate with Developer in obtaining all necessary permits for construction of the Infrastructure Improvements. Notwithstanding the above, Developer must acquire and pay for all necessary permits and inspections under existing City rules and regulations and this Agreement does not waive any such requirements or guarantee any approval of the same.

**3.4.2 CONSTRUCTION CONTRACTS; INSURANCE.** Developer may enter into one or more construction contracts to complete the Work for the Housing Facilities and Infrastructure Improvements. Prior to the commencement of construction of the Housing Facilities and Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Housing Facilities and Infrastructure Improvements or part thereof, if such contract relates to less than all of the Housing Facilities and Infrastructure Improvements.

**3.4.3 CERTIFICATION OF SUBSTANTIAL COMPLETION.** Promptly after Substantial Completion of the Work with respect to Housing Facilities, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion.

## ARTICLE IV

### FINANCING OBLIGATIONS

**4.1 FINANCING OF HOUSING FACILITIES.** All Eligible Costs shall be paid in cash or financed by Developer. City agrees to pay to Developer, in reimbursement of all or a portion of the Eligible Costs, those amounts paid to the Treasurer of the City as a result of this Project, pursuant to K.S.A. 12-5249 and 12-5250 (b)(2)(A). If sufficient funds are available, payments for Eligible Costs shall be made within thirty (30) days of receipt of such funds from the County Treasurer, following submission of the Request for Reimbursement in substantially the form set

forth in **Exhibit E** attached hereto, and shall continue until such time as the Eligible Costs have been fully reimbursed to Developer, but not to exceed twenty-five (25) years from the date of the establishment of the District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Anderson County Treasurer as mandated pursuant to the provisions of K.S.A. 12-5250(b)(2)(A). Each Request for Reimbursement will be accompanied by such bills, contracts, invoices, lien waivers or other evidence reasonably satisfactory to the City to document that payment has been made by the Developer for such Eligible Costs.

## **ARTICLE V**

### **GENERAL PROVISIONS**

**5.1 CITY'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within sixty (60) days after receipt of written notice from City of such default or breach.

**5.2 DEVELOPER'S RIGHT TO TERMINATE.** In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under *Article IV* hereof) and fails to cure such default or breach within sixty (60) days after receipt of written notice from Developer of such default or breach.

**5.3 SUCCESSORS AND ASSIGNS.**

- a. This agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement; provided, however, that the buyer, transferee or assignee shall be financially solvent and that the transferee has the sufficient experience and capabilities to successfully complete the Project.
- c. Notwithstanding anything herein to the contrary, Developer shall have, (a) the right of to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or

from time to time refinance all or any part of the Development Eligible Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment; (b) the right to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project.

**5.4 REMEDIES.** Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within sixty (60) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and there upon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the District. For purposes of this **Section 5.4**, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same.

**5.5 FORCE MAJEURE.** Neither City nor Developer nor any successor in interests shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; shortage of delay in shipment of material or fuel; acts of God; pandemic; unusually adverse weather or soil conditions; material and unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay); or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

**5.6 NOTICES.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United State first class mail, postage prepaid, or delivered personally,

a. In the case of Developer, to:

Confluence Ventures, LLC  
259 W. Park Rd.  
Garnett, KS 66032

- b. In the case of City, to:

City of Garnett  
c/o City Clerk  
131 W. 5<sup>th</sup> Ave.  
Garnett, KS 66032

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this **Section 5.6**.

- 5.7 CONFLICT OF INTEREST.** No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interests shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

**5.8 INSURANCE; DAMAGE OR DESTRUCTION OF DEVELOPMENT PROJECTS.**

(a.) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

- (i.) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
- (ii.) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual

liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Two Million Dollars (\$2,000,000.00) for all claims arising out of a single accident or occurrence and One Million Dollars (\$1,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

- (iii.) Workers Compensation insurance, with statutorily required coverage.
- (b.) The policies of insurance required pursuant to clauses (i.) and (ii.) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i.) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this section shall name City as an additional insured or additional insured as requested by the City. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

**5.9 INSPECTION.** Developer shall allow authorized City representatives access to the Work site from time to time upon reasonable advance notice, which notice is in accordance with its normal practices with respect to inspection of construction projects in the City, prior to completion of the Work for reasonable inspection thereof. Developer shall also allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

**5.10 CHOICE OF LAW.** This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

**5.11 ENTIRE AGREEMENT: AMENDMENT.** The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

**5.12 COUNTERPARTS.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.



**5.13 SEVERABILITY.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**5.14 REPRESENTATIVES NOT PERSONALLY LIABLE.** No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**5.15 LEGAL ACTIONS.** If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs, settlement amounts and/or judgments ("other amounts") incurred by City in connection with such action. If such defense is assumed by Developer, all costs and other amounts of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

**5.16 RELEASE AND INDEMNIFICATION.** The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

**5.16.1** Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

**5.16.2** Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or

damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney's fees, except for those matters rising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants, and employees.

**5.16.3** City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

**5.16.4** All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

**5.16.5** No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement. In addition, nothing in this Agreement shall be construed to increase the City's liability or waive any protections or defenses applicable to the City or its elected and appointed officials, employees and agents beyond the minimums of the Kansas Tort Claims Act.

**5.16.6** Developer releases from and covenants and agrees the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body, members, officers, employees, agents and independent contractors harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on, or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in

connection with or leading to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as Development Project or portion thereof.

**5.17 SURVIVAL.** Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in *Section 5.16* of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by Parties hereto.

## ARTICLE VI

### REPRESENTATIONS OF THE PARTIES

**6.1 REPRESENTATIONS OF CITY.** City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of the Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary city proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

**6.2 REPRESENTATIONS OF DEVELOPER.** Developer hereby represents and warrants it has full corporate power to execute and Deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

## ARTICLE VII

### CONDITIONED ON FINAL APPROVAL

**7.1 APPROVAL.** This Agreement shall be void in the event the City does not finalize all required steps to create the **Cleveland Villas Reinvestment Housing Incentive District** pursuant to K.S.A. 12-5241 *et seq.* by adoption of an ordinance establishing the same. Until the passage of such an ordinance, the governing body of the City retains sole discretion on this Project. In addition, the Zoning Commission and City retain full discretion within existing ordinances and policy regarding its Zoning and Planning and Permitting and Inspection requirements.

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CITY OF GARNETT, KANSAS**

By: \_\_\_\_\_  
Jody M. Cole, Mayor

Dated: \_\_\_\_\_, 2024

**ATTEST: (SEAL)**

\_\_\_\_\_  
Patricia Brewer, City Clerk

Dated: \_\_\_\_\_, 2024

**Confluence Ventures, LLC**

By: \_\_\_\_\_  
Michael W. Burns, Member

Dated: \_\_\_\_\_, 2024

## **SCHEDULE OF EXHIBITS OF THE DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Reinvestment Housing Incentive District Boundaries and Project Site Plan for the Cleveland Villas Reinvestment Housing Incentive District
- Exhibit C Eligible Costs for the Cleveland Villas Reinvestment Housing Incentive District Project
- Exhibit D Certification of Substantial Completion Form
- Exhibit E Request for Reimbursement Form

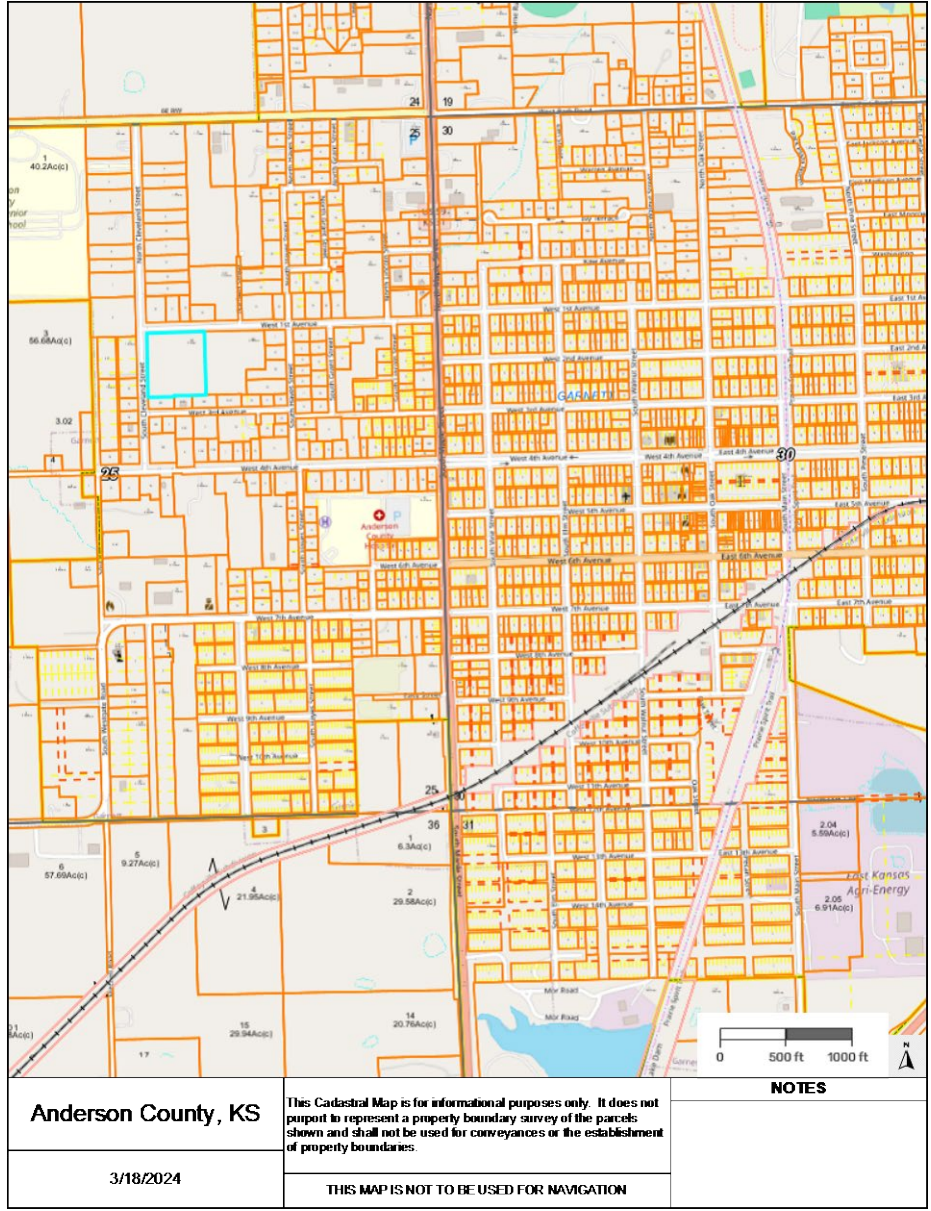
## **EXHIBIT A**

### **PROPERTY DESCRIPTION**

Commencing at the Northwest corner of Block Twenty-three (23) in what was formerly Orchard Park Addition to the City of Garnett, Kansas, thence East 450 feet, thence South 490 feet to the middle of what was formerly Third Street in Orchard Park Addition, thence West 450 feet, thence North 490 feet to the Place of Beginning, in Anderson County, Kansas

## EXHIBIT B

### MAP OF PROPOSED RHID BOUNDARIES FOR THE CLEVELAND VILLAS REINVESTMENT HOUSING INCENTIVE DISTRICT





**EXHIBIT C**

**ELIGIBLE COSTS FOR  
THE CLEVELAND VILLAS REINVESTMENT HOUSING INCENTIVE DISTRICT**

<b>Cost Per Structure</b>	
Building (1 structure; 2 units)	\$347,514.00
Driveways (2* \$7,040.00 driveways per structure)	\$14,080.00
Landscaping (2*3,800)	\$7,600.00
Total Per Structure	\$369,194.00
<b>Subtotal for 4 Structures</b>	<u>\$1,476,776.00</u>
GC Fee	\$80,000.00
Land Acquisition	\$100,000
<b>Total</b>	<u><b>\$1,656,776.00</b></u>

\*\* The parties acknowledge that the above costs are estimates and may be adjusted, but all such costs shall be subject to verification as provided for herein and eligibility under Kansas statute and this Agreement

**EXHIBIT D**

**CERTIFICATION OF SUBSTANTIAL COMPLETION FORM**

The undersigned, on behalf of **Confluence Ventures, LLC** (the Developer), pursuant to Section 3.4.3 of the Development Agreement dated as of July 23, 2024 (the “Development Agreement”) by and among the City of Garnett, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Housing Facilities in Development Project are sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. Such portion of the work has been completed in a good and workmanlike manner.
3. There are no mechanic’s or materialmen’s liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for such portion of the Work which could form the basis of a mechanic’s, materialmen’s or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: \_\_\_\_\_

**Confluence Ventures, LLC**

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

Name: Michael W. Burns

Title: Member

**EXHIBIT E**

**REQUEST FOR REIMBURSEMENT**

**City of Garnett, Kansas**  
Attention: City Administrator

You are hereby requested by the undersigned, an authorized representative of **Confluence Ventures, LLC** (the “Developer”) to disburse funds held by the City in the special revenue fund created pursuant the authority in K.S.A. 12-5250(b)(2)(A) for the **Cleveland Villas Reinvestment Housing Incentive District** project (the “Fund”) and set forth in the Development Agreement between the City of **Garnett, Kansas** and the Developer for the Reinvestment Housing Incentive District (the “Agreement”) to reimburse expenditures made by the Developer for Eligible Costs (as defined in the Agreement) as described on and in the amounts set forth in the Schedules attached to this invoice and incorporated herein by this reference (the “Schedules”).

I hereby certify that the amounts requested in the attached Schedules have been paid by the Developer in payment of costs that are Eligible Costs, as defined in the Agreement.

I further certify that no part of the amounts set forth in the Schedules have been the basis for any previous withdrawal of any moneys from the Fund.

Attached to the Schedules is a description of the nature of the item billed, a reference to which type of Eligible Cost the expense applies to under the Reinvestment Housing Incentive Act and the Agreement, and a copy of the contract, invoice or other billing for the Eligible Costs for which Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such Eligible Costs and hereby certify that such copies are true and accurate copies of the original documents.

Dated: \_\_\_\_\_

**Confluence Ventures, LLC**

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

Name: Michael W. Burns

Title: Member

### Invoice Reimbursement Schedule

Pursuant *Section 4.1* of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Eligible Costs:

Payee Name	Date of Payment	Purpose or Nature of Payment	Amount
1.			\$ _____
2.			\$ _____
3.			\$ _____
4.			\$ _____
5.			\$ _____
6.			\$ _____
7.			\$ _____
8.			\$ _____
9.			\$ _____
10.			\$ _____

Total Expenses \$ \_\_\_\_\_

---

Developer Signature

*Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5 of the Agreement) should be attached to this Schedule.*

# **AGENDA**

## **CITY OF GARNETT PLANNING COMMISSION**

**JULY 16, 2024**

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**I. Call to Order**

**II. Approval of the minutes of the June 18, 2024, regular meeting**

**III. Presentation of requests or petitions**

**IV. Old Business**

**V. New Business**

- Consider approval of plan review for new construction at 139 E 4<sup>th</sup> Ave, Kristi Colvin, owner
- Consider approval of plan review for remodel at 130 E 5<sup>th</sup> Ave, Roc Em, LLC, owner

**VI. Discussion items**

**VII. Adjournment**

**MINUTES  
(NOT YET APPROVED)  
CITY OF GARNETT, KANSAS  
PLANNING COMMISSION**

**JULY 16, 2024**

---

The July 16, 2024, regular meeting of the Garnett Planning Commission was called to order at 1803 hours by Vice-Chair Peterson. Other Commissioners present were Frye, Landis, Mills, Norman, and Thomas. Also present was Zoning Administrator Mills

Peterson called for the approval of the minutes of the June 18, 2024, meeting. Norman so moved, Landis provided the second. Motion carried 6-0.

Peterson then called for the presentation of requests or petitions. There were none. There was also no old business.

The Vice-Chair next called for the first item of new business, consideration of approval of plan review for new construction at 139 E 4<sup>th</sup> Avenue. ZA Mills advised that, upon initial review, he found that the plans did not meet the requirements originally outlined by the Commission, and returned the plans to the designer.

The Vice-Chair called for the other business item, consideration of approval of plan review for a remodel at 130 E 5<sup>th</sup> Ave. While calling for the business item, Peterson stated that he would be abstaining from the vote, as he has an interest in the property. Mills explained that, the building was previously known as the Coffee Loft, and has recently been purchased by another entity, and the intent is to renovate the building for a mixed use retail space, bookstore, and coffee/pastry shop. The plans show the removal of the current restrooms, to be relocated elsewhere in the building, as well as other improvements. Mills also noted that the plans do not bear the stamp of a registered design professional, he has been in close contact with the designer, an architect licensed in the State of Kansas, and that the plans meet the scrutiny required. There was no objection. Landis moved to forward a recommendation of approval of the plan review, and Fry seconded. Motion carried 6-0.

Norman then moved to adjourn. Landis seconded. Motion carried 6-0. There being no other business before this board, the meeting was adjourned at 1813 hours; with the next regular meeting scheduled for August 20, 2024.



# CODE ANALYSIS 2018 IEBC, IBC, & IFC

**SUMMARY**  
 Existing Group "B" Business N

**Basic Building Description**  
 Type of Construction: V A  
 Building #: Existing 3391 sf  
 Total Existing 3391 sf

**Site Description: 202 Fire Separation Distance & 506.3.2**

Side	Boundary Type	Distance to Lot Line	Perimeter Length	Distance to Public Way	Width of Public Way	Length Facing Public Way
North	Public Way	5'-0"	29'-4"	25'-0" (tbd)	20'-0"	29'-4"
East	Lot Line	0'-0"	117'-4"	0'-0"	0'-0"	117'-4"
South	Public Way	10'-0" (tbd)	29'-4"	25'-0" (tbd)	40'-0"	29'-4"
West	Lot Line	0'-0"	117'-4"	0'-0"	0'-0"	117'-4"

Perimeter of Building #: 294'-2"

Weighted Average of Public Way Width: tbd  
 Allowable Area Increase Due to Frontage: tbd

**Building Height: 504.1 & Table 504.3**  
 Actual Height Building: Existing 40'  
 Allowable Building Height: Existing 40'

**Allowable Area: Table 503 & Section 506**

Floor	Area	Occ. Class	Area	Allowed	Ratio	Status
1	Cafe	A-2	1,115 sf	6,000 sf	0.190	OK
1	Bookstore	M	3,200 sf	9,000 sf	0.355	OK
1	Office	B	1,360 sf	9,000 sf	0.151	OK

Total Fire Area: Mixed, 5,675 sf, 6,000 sf, 0.946 OK

**Exit Requirements**

Floor	Area	Occ. Load	# Exits	Min Width	Panic Hdw	Door Swing	Corr Rating	Max Travel Distance	Note
1	Existing	175	3	36"	YES	n/a	n/a	200'	
	Total	175	3	36"		Out	n/a	200'	

**Fire Resistance Rating for Exterior Walls**

Direction	Wall Type	Existing	Rating	Notes
North	Bearing Walls	Existing	Table 506.2 & 602, Section 705.5	
	Non-bearing Walls	Existing	"	
East	Bearing Walls	Existing	"	
	Non-bearing Walls	Existing	"	
South	Bearing Walls	Existing	"	
	Non-bearing Walls	Existing	"	
West	Bearing Walls	Existing	"	
	Non-bearing Walls	Existing	"	

**Table 601 Section: Fire Resistance Rating for Building Elements**

Element	Material	Rating	Notes
Structural Frame:	Any Material	0 hr	EXISTING
Exterior Bearing Wall:	Any Material	0 hr	EXISTING
Interior Bearing Wall:	Any Material	0 hr	EXISTING
Interior Non-Bearing Wall:	Any Material	0 hr	EXISTING
Floor/Ceiling Assembly:	Any Material	0 hr	EXISTING
Roof / Ceiling Assembly:	Any Material	0 hr	EXISTING
Stairs:	Any Material	0 hr	EXISTING

# CODE ANALYSIS 2018 IEBC, IBC, & IFC

**Exit Requirements (Proposed Construction)**

Floor	Area	Occ. Load	# Exits	Min Width	Panic Hdw	Door Swing	Corr Rating	Max Travel Distance	Note
1	101 Cafe	74	1	36"	No	Any	n/a	200'	
1	102 Kitchen	1	1	36"	No	Any	n/a	200'	
1	103 Bookstore	75	1	36"	No	Any	n/a	200'	
1	104 Restroom	1	1	36"	No	Any	n/a	200'	
1	105 Restroom	1	1	36"	No	Any	n/a	200'	
1	106 Supply	1	1	36"	No	Any	n/a	200'	
1	107 Utility / Receiving	5	1	36"	No	Any	n/a	200'	
2	201 Mezzanine	34	1	36"	No	Any	n/a	200'	
2	202 Office	1	1	36"	No	Any	n/a	200'	
2	203 Office	1	1	36"	No	Any	n/a	200'	
2	204 Office	1	1	36"	No	Any	n/a	200'	
2	205 Office	1	1	36"	No	Any	n/a	200'	
2	206 Office	1	1	36"	No	Any	n/a	200'	
2	207 Break Room	1	1	36"	No	Any	n/a	200'	
2	208 Restroom	1	1	36"	No	Any	n/a	200'	
2	209 Mech	1	1	36"	No	Any	n/a	200'	
Total			194	3	72"	Yes	Out	200'	

**Minimum Number of Plumbing Fixtures 2902.1**

Floor	Name	Occ. Load	WC	Lav	Drinking Fountain	Service Sink
1	Cafe	74	1	1	1	1
1	Bookstore	104	1	1	1	1
1	Receiving	5	1	1	1	1
2	Office	6	1	1	1	1
2	Break Room	1	1	1	1	1

### LOCALITY INFORMATION

Facility Name & Address: RocEM, LLC  
 126 / 130 E 5th Street  
 Garnett, Anderson County, Kansas

Fire Department: City of Garnett, Kansas  
 Water Supply: City of Garnett, Kansas  
 Code Enforcement: City of Garnett, Kansas

- Adapted Codes:
  - 2018 IEBC, International Existing Building Code
  - 2018 IBC, International Building Code
  - 2018 IFI, International Fire Code
  - 2018 IMC, International Mechanical Code
  - 2018 IPC, International Plumbing Code
  - 2017 NEC, National Electrical Code
  - 2010 ADA-ADAAS
  - KANSAS FIRE PREVENTION CODE

### LEGEND

- Existing Structure
- Proposed Construction
- Maximum Diagonal Distance
- Common Path of Egress
- Exit Separation Distance
- Maximum Travel Distance to Exits
- Exit Light: Wall/Ceiling Mount
- Exit Emergency: Wall/Ceiling Mount
- Emergency Light: Wall/Ceiling Mount
- Meter Base/Power Services Entrance
- Service Panel / MDP Main Disconnect
- Portable Fire Extinguisher

**FOCUS**

FOCUS ARCHITECTURE  
 18111 164th Street, Olathe, Kansas  
 419 394 4445  
 focusarchitecture.net

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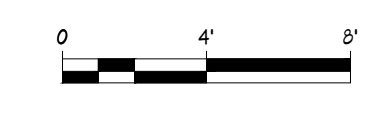
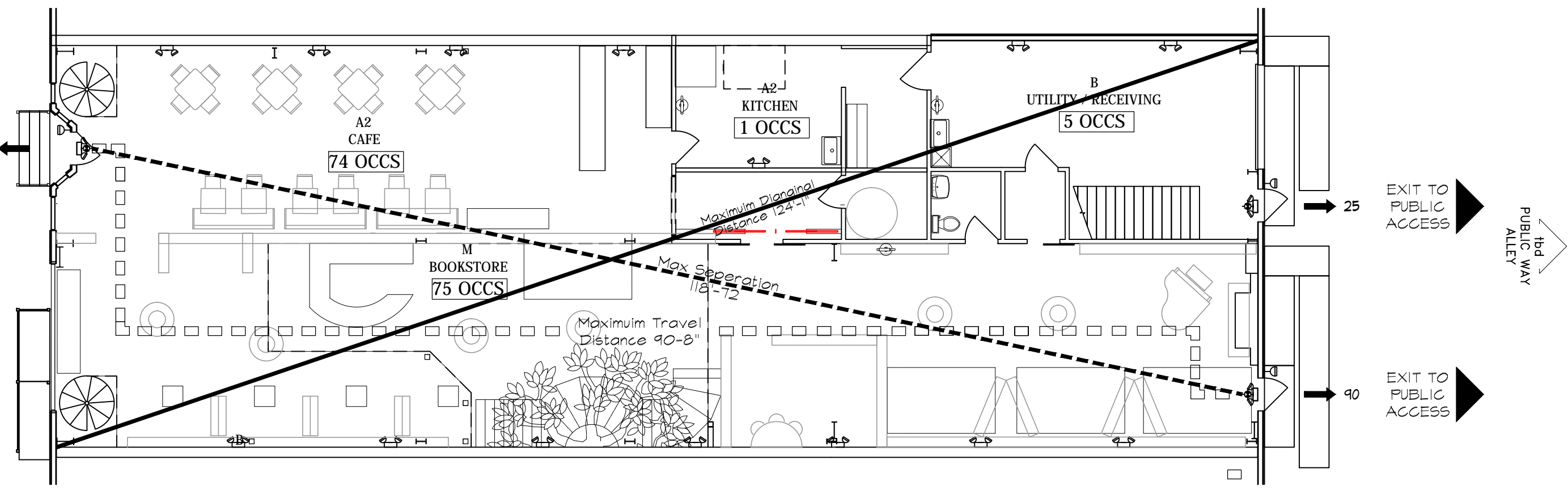
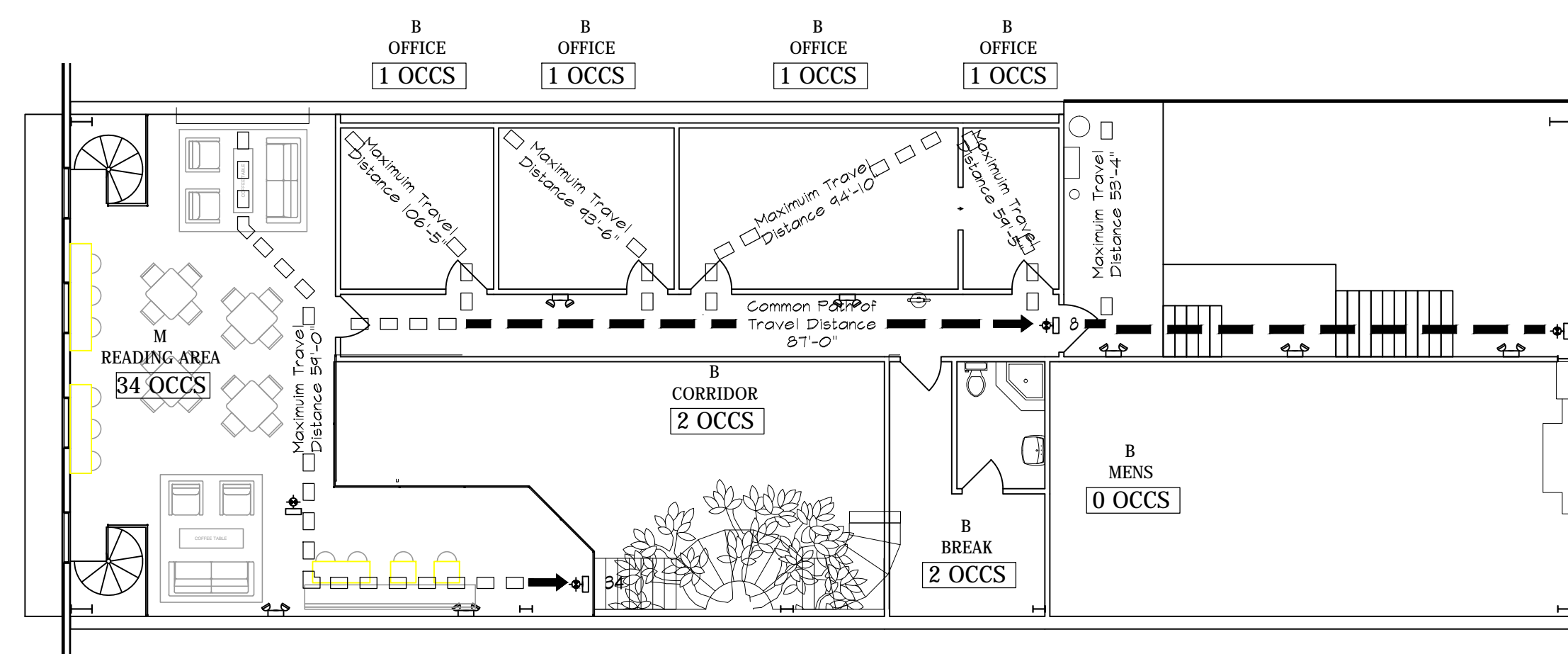
**TECH SERVICES, LLC**  
 Building Designer  
 CAD Drafting Services  
 Factory Built Consulting

**RocEM LLC**  
**REPURPOSE TENANT SPACE**  
 130 E 5th AVENUE  
 GARNETT, KANSAS

PROJECT # 2024.011  
 DATE: 10 July 24  
 DRAWN BY: K.H.Girardin  
 CHECKED BY:  
 REVISIONS:

**FIRECODE FOOTPRINT CODE ANALYSIS**

Sheet  
**A109**  
 2 of Sheets





# VAN DIEST SUPPLY COMPANY

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Western Missouri / Eastern Kansas Specialties Area Manager

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[mike.kipper@vdsc.com](mailto:mike.kipper@vdsc.com)

## Special Quotation Form

Date:	April 16, 2024	Free shipping on orders of \$750.00 or more.
Customer:	City of Garnett	Shipping Instructions:
Customer #:		
City:	Garnett, KS	
Contact:	Donnie Dilley	Payment Terms: Net 30 Days

Product Number	Qty	Package Size	Product Description	UOM	2024 Price	Total Per Item
733908	1	EACH	ULV SPRAYER, MODEL 9-10 (9.5 H.P. TRUCK MOUNTED)	EACH	\$14,199.00	\$14,199.00
733408	1	EACH	ULV SPRAYER, MODEL 18-20 (18 H.P. TRUCK MOUNTED)	EACH	\$16,850.00	\$16,850.00
730808	1	EACH	ULV SPRAYER, COUGAR-SMART FLOW/FF	EACH	\$17,500.00	\$17,500.00
370908	1	EACH	ULV SPRAYER, GRIZZLY-SMART FLOW/FF	EACH	\$20,550.00	\$20,550.00
732808	1	EACH	ULV UNIT - GPS RADAR SYSTEM (FOR GRIZZLY, COUGAR) (CLARKE PART #13589)	EACH	\$1,252.00	\$1,252.00
						\$0.00
			Biomist	2.5 gal	104/gal	\$0.00
			mister	55 gal drum	97/gal	\$0.00
			Fyfanon	2.5	79.25/gal	\$0.00
			3-5 yrs dirt chemical			\$0.00
			Larvicides			\$0.00
			altacide 28 days pellet	12.85/lb 40# bag		\$0.00
			150 days Brickette	220/case	842.60	\$0.00
						\$0.00
			May 1st - Nov 1st			\$0.00
						\$0.00
						\$0.00

There will be a 3.25% surcharge for all credit card purchases.

TOTAL: \$70,351.00

Orders under \$750 will incur a \$75 delivery charge NET 15 DAYS.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE. PRICE DETERMINED AT TIME OF SHIPMENT

Quoted By / Mike Kipper



**VAN DIEST SUPPLY COMPANY**  
Distributor and Manufacturer of Agricultural Chemicals

CORNBELT Family of Quality Products



# GRIZZLY

The GRIZZLY cold aerosol ULV generator sets the standard for professional equipment. An 18 HP engine, combined with the powerful features you demand makes the GRIZZLY the ideal choice for the big, tough jobs.

Competitively priced, the Grizzly is the tool professionals count on to tackle a wide variety of needs. Top performance and a competitive price combine to make it a perfect choice for professionals in mosquito control, public health and odor control.

## DISCOVER THE CLARKE ADVANTAGE TODAY:

- Unmatched craftsmanship
- Technical support hotline
- Easy parts ordering
- Strictest quality control
- User friendly operation
- Easy installation
- Low maintenance
- Products made in the USA

## SPECIFICATIONS

Engine	18 HP (694cc)
Blower	350 CFM @ 10 P.S.I.
Weight	475 lbs. (216 kg.)
Nozzle	IHPLAT
Dimensions	54"Lx42"Wx42"H (121.9cmLx99cmWx91.4cmH)
Flow Rate	ULV 18 oz./min. (532ml)
Formulation Tank	15 gal. (56.7 liter)
Flush Tank	1 gal. (3.8 liter)
Fuel Tank	10.25 gal. (38.8 liter)



# GRIZZLY

## STANDARD POWER FEATURES

The GRIZZLY is a great choice for applying insecticides, fungicides and odor control products. It features application rates up to 18 oz./minute and all the standard features professionals demand:

### FEATURES:

- High Performance Laminar Air Flow nozzle swivels 360° horizontally and 200° vertically
- Rotary positive displacement blower 350 CFM @ 10 P.S.I.
- Glycerin filled pressure gauge
- Meets all label requirements for ground ULV products, including malathion at 20 mph rate
- Remote cab flow control featuring the SmartFlow
- Non-shear anti-vibration mounts
- FMI electric lab pump, with waterproof, lockable enclosure
- Electric start
- Flush system with 1 gallon solution tank
- Lockable pour-clean 15 gallon poly chemical tank
- 18 HP OHV Briggs & Stratton engine with automotive type lubrication with spin-on-oil filter
- All steel construction with Z-base rails for easier vehicle mounting
- 10.25 gallon aluminum gas tank (EPA approved)
- Remote engine start/stop/choke/flush
- Automatic low pressure cutoff
- Engine hour meter and tachometer
- Chemical flow hour meter
- Features Automatic Engine Idle Back
- Two stage powder coat finish on all frame parts
- SmartFlow -The SmartFlow system offers an unprecedented level of accuracy and precision and can be used in tandem with GPS for variable flow. With one-step calibration and three preprogrammed rates, you have the ability to adapt quickly to varying field conditions.
- The Grizzly meets 2013 U.S. EPA Phase III exhaust and evaporative emission requirements.



GLOBAL HEADQUARTERS

875 Sidwell Ct., St. Charles, IL 60174

Phone: +1 630.894.2000 Fax: +1 630.894.1774

[www.clarke.com](http://www.clarke.com)

# Garnett Steering Committee

## Ground Rules

### Authority

The Garnett Steering Committee is convened by the City of Garnett.

### Purpose

*The purpose of the Garnett Steering Committee is to support a broad based public engagement process that aims to engage all sectors of the community in order to support the development of a Garnett Strategic Plan.*

The scope of the Garnett Steering Committee includes:

- *Participation in the development of a community analysis*
- *Support the community outreach process*
- *Assist with the design and implementation of a public engagement process*
- *Assist with the development and distribution of project communications*
- *Help increase involvement by community members in the process*
- *Assist with carrying out project activities*
- *Assist with synthesis and analysis of community input*
- *Foster a collaborative community process*
- *Develop a final Garnett Steering Committee product*

### Decision Making Process

The Garnett Steering Committee will make its decisions and recommendations based on Robert's Rules of Order.

### Garnett Steering Committee Results

*The final results of this process will be incorporated into the drafts of the Strategic Plan and once completed as final documents will be sent to the City Commissioners for final approval and adoption.*

### Team Composition

The Garnett Steering Committee will adopt the following membership structure:

- *15 members*
  - *Chairperson*
  - *Vice Chairperson*
  - *Secretary*
  - *Treasurer*
  - *Media Spokesperson*

*Members will serve a 1-year term. Replacements will be appointed by the Garnett City Commission.*

### Team Behavioral Guidelines

The Garnett Steering Committee will adhere to the behavioral guidelines outlined in Attachment A: Process Ground Rules.

## **Roles and Responsibilities**

### Chairperson

Provides overall leadership to the project to ensure it works collaboratively. Is responsible for running the meetings of the Garnett Steering Committee to ensure meetings stay on track.

### Vice-Chairperson

Assumes the Chairperson's role in the event of an absence from the Chairperson.

### Secretary

Records and distribute accurate minutes to all board members.

### Treasurer

Records and distribute accurate financial statements (if any) to all board members.

### Core Team

Has voting responsibilities. The Core Team is composed of all Garnett Steering Committee Board members, including the Chairperson and Secretary.

### Subcommittees

The Garnett Steering Committee may find it necessary to create committees of its own participants or from others for specific activities. Any subcommittee will be created by a majority vote delegating a member of the Core Team as the Chairperson for the Subcommittee.

### Project Consultants and Resource Experts

Technical advisors or resource people may be invited to provide information or be engaged to conduct specific project activities. They will work collaboratively with the team.

## **Media**

While all meetings will be open to the media, participants agree that to get maximum benefit from the process, a climate that encourages candid and open discussion should be created. In order to create this climate, participants agree to not attributing suggestions, comments, or ideas of another participant to the news media or non-participants. Formal statements should be made by an appointed media spokesperson. We refer all media to the given spokesperson. The spokes person will work with the Garnett Steering Committee to ensure statements are correct.

## **Schedule and Deadline**

The Garnett Steering Committee will complete the project by January 1<sup>st</sup>, 2021.

## **Enforcement of Ground Rules**

It is the joint responsibility of the team to assure that these ground rules are observed. Participants are free to question, in good faith, actions of others that may come within the scope of these ground rules.

# Attachment A

## Process Ground Rules

### **Legitimacy and Respect**

Participants of the Garnett Steering Committee are representative of a broad range of interests, each having concerns about the outcome of the process. All parties recognize the legitimacy of the interests and concerns of others, and expect that their interests will be represented as well. Thus:

- Personal attacks will not be tolerated.
- The motivations and intentions of the participants will be respected.
- The personal integrity and values of participants will be respected.
- Stereotyping will be avoided.
- Disagreements will be regarded as “problems to be solved”, rather than as “battles to be won”.

### **Active Listening and Involvement**

Listen to understand, not debate. Participants commit to listen carefully to each other, recognize each person’s concerns and feelings about the topic, ask questions for clarification, and make statements that attempt to educate or explain. Participants should not assume that any one person knows the answer.

### **Responsibility**

All participants take responsibility for getting both individual needs met and for getting the needs met of other participants. Participants commit to keeping their colleagues/constituents informed about the progress of these discussions. Everyone shares responsibility for the success and failure of this process as well as for the enforcement of these ground rules.

### **Honesty and Openness**

Constructive candor is a little used but effective tool. Participants commit to stating needs, problems, and opportunities, not positions.

### **Creativity**

Participants commit to search for opportunities and alternatives. The creativity of the group can often help find the best solution for the community as a whole.

### **Commitment**

Participants agree this effort is a priority in time. Participants will try their best to attend all meetings.

### **The Rumor Mill**

Participants agree to verify rumors at a meeting before accepting them as fact.

### **Freedom to Disagree**

Participants agree to disagree. The point of this process is to foster open discussion of issues; in order to facilitate this we need to respect each other’s right to disagree.

### **Freedom to Leave**

Participants agree that anyone may leave this process but will respectfully inform the team.

**ORDINANCE NO.**

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**AN ORDINANCE CREATING THE GARNETT STEERING COMMITTEE AND PRESCRIBING ITS DUTIES.**

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

Section 1. CREATION AND ESTABLISHMENT: There is hereby created and established a Steering Committee for the City of Garnett, which shall consist of fifteen (15) members, all of who shall be residents of Anderson County, Kansas. All members shall be appointed by the governing body. The Steering Committee will adopt the following membership structure:

- 15 Members
  - Chairperson
  - Vice Chairperson
  - Secretary
  - Treasurer
  - Media Spokesperson

Section 2. TERM OF OFFICE: Members will serve a 1-year term. Replacements will be appointed by the Garnett City Commission. In the event of a vacancy occurring during the term of any member, a successor shall be appointed for the unexpired portion of the term. Board members shall hold office until their successor is appointed and qualified.

Section 3. COMPENSATION: Members of the Steering Committee shall serve on a volunteer basis without compensation.

Section 4. DUTIES AND RESPONSIBILITIES: The Steering Committee shall:

A. CHAIRPERSON:

Provides overall leadership to the project to ensure it works collaboratively and is responsible for running the meetins of the Steering Committee to ensure meetins stay on track.

B. VICE-CHAIRPERSON:

Assumes the Chairperson's role in the event of an absence from the Chairperson.

C. SECRETARY:

Records and distributes accurate minutes to all board members.

D. TREASURER:

Records and distributes accurate financial statements (if any) to all board members.

E. CORE TEAM:

Has voting responsibilities. The Core Team is composed of all Steering Committee Board members, including the Chairperson, Vice-Chairperson, Secretary, and Treasurer.

F. SUBCOMMITTEES:

The Steering Committee may find it necessary to create committees of its own participants or from others for specific activities. Any subcommittee will be created by a majority vote delegating a member of the Core Team as the Chairperson for the Subcommittee.

G. PROJECT CONSULTANTS AND RESOURCE EXPERTS

Technical advisors or resource people may be invited to provide information or be engaged to conduct specific project activities. They will work collaboratively with the team.

Section 5. ORGANIZATION AND OPERATION: The purpose of the Steering Committee is to support a broad based public engagement process that aims to engage all sectors of the community in order to support the development of a Garnett Strategic Plan. The Steering Committee will make its decisions and recommendations based on Robert's Rules of Order. The final results of this process will be incorporated into the drafts of the Strategic Plan. Once final documents are completed, they will be sent to the City Commissioners for final approval and adoption.

The scope of the Steering committee includes:

- Participation in the development of a community analysis.
- Support the community outreach process.
- Assist with the design and implementation of a public engagement process.
- Assist with the development and distribution of project communications.
- Help increase involvement by community members in the process.
- Assist with carrying out project activities.
- Assist with synthesis and analysis of community input.
- Foster a collaborative community process.
- Develop a final Steering Committee product.

It is the joint responsibility of the Core Team to assure that these ground rules are observed. Participants are free to question, in good faith, actions of others that may come within the scope of these ground rules. Participants of the Steering Committee are representatives of a broad range of interests, each having concerns about the outcome of the process. All parties recognize the legitimacy of the interests and concerns of others, and expect that their interests will be represented as well. Thus:

- Personal attacks will not be tolerated.
- The motivations and intentions of the participants will be respected.
- The personal integrity and values of participants will be respected.



- Sterotyping will be avoided.
- Disagreements will be regarded as “problems to be solved”, rather than as “battles to be won”.
- Participants commit to listen carefully to each other, recognize each person’s concerns and feelings about the topic, ask questions for clarification, and make statements that attempt to educate or explain. Participants should not assume that any one person knows the answer. Listen to understand, not debate.
- All participants take responsibility for getting both individual needs met and for getting the needs met of other participants. Participants commit to keeping their colleagues/constituents informed about the progress of these discussions. Everyone shares responsibility for the success and failure of this process as well as for the enforcement of these ground rules.
- Constructive candor is encouraged and can be an effective tool. Participants commit to stating needs, problems, and opportunities, not positions.
- Participants commit to search for opportunities and alternatives. The creativity of the group can often help find the best solution for the community as a whole.
- Participants agree this effort is a priority in time and will try their best to attend all meetings.
- Participants agree to verify rumors at a meeting before accepting them as fact.
- Participants agree to disagree. The point of this process is to foster open discussion of issues; in order to facilitate this, we need to respect each other’s right to disagree.\
- Participants agree that anyone may leave this process but will respectfully inform the team in writing.

Section 6. MEDIA: While all meetings will be open to the media, participants agree that to get maximum benefit from the process, a climate that encourages candid and open discussion should be created. In order to create this climate, participants agree to not attributing suggestions, comments, or ideas of another participant or the new media or non-participants. Formal statements should be made by an appointed media spokesperson. We refer all media to the given spokesperson. The spokesperson will work with the Steering Committee to ensure statements are correct.

Section 7. This Ordinance shall take effect and be in force from and after its passage and publication in an official newspaper of the City of Garnett, Kansas.

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

\_\_\_\_\_  
Mayor

ATTEST:

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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
REVENUES	GENERAL	WILLIAMS-MONUMENTS	REMOVE/RESET CAP 4-0A-0063	907.50
		GOODING, ANDREA	31 GIRLS SIGNUP TSHIRTS/UN	1,240.00
			TOTAL:	2,147.50
GOVERNMENT ADMINISTRAT	GENERAL	ADVANTAGE COMPUTER ENTERPRISES INC	ADAPTER USB GBIC ENET RJ45	35.00
		DOLLAR GENERAL CORPORATION	CLEANING SUPPLIES	13.77
		GARNETT PUBLISHING, INC.	ORD 4258 PUBLICATION	44.96
			RES 2024-7 PUBLICATION	860.91
			QTR TREASURER REPORT	158.50
		DAZZEE IT SERVICES	AUGUST DADDEE IT SERVICES	995.00
		CIVICPLUS, LLC	ARCHIVESUBSCRIP 9/2024-20	4,188.00
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTLTY DUES	318.18
		LEAGUE OF KANSAS MUNICIPALITIES	WEBINAR TRAVIS/TRISH	50.00
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	335.69
		PUR-O-ZONE	(8GAL) NEUTRAL CLEANER SPL	29.04
		STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT	23.20
		UCI TESTING	PRE EMLY-JESSICA MILLS	85.00
			TOTAL:	7,137.25
COMMUNITY DEVELOPMENT	GENERAL	DOLLAR GENERAL CORPORATION	CLEANING SUPPLIES	5.90
		CHERRYROAD MEDIA	LIBERTYFEST AD	135.00
		OTTAWA PAINT FRAMES & DECOR	TOWN HALL CENTER PAINT	317.83
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTLTY DUES	171.33
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	843.11
		PUR-O-ZONE	(8GAL) NEUTRAL CLEANER SPL	12.44
			TOTAL:	1,485.61
PARKS, RECREATION & CE	GENERAL	D & S SANITATION LLC	SOCCER/CAMPGROUND TOILETS	170.00
			SOCCER/CAMPGROUND TOILET	170.00
		GERKEN RENT-ALL, INC	NORTH LAKE TOILET	357.50
			RESERVOIR TOILETS	627.00
		HAMPEL OIL DISTRIBUTORS, INC.	OFF RD DIESEL FOR PARK EQU	297.24
			PARKS FUEL	267.76
			PARKS FUEL	803.28
		HAWKINS, INC.	POOL CHEMICALS	1,108.41
			CRYSTAL CLEAR/SENSOR/PH SE	605.00
		WISE, CLIFTON	DONNA HARRIS PARK JUNE-JUL	345.00
		DAVIS, BRIAN	MILEAGE REIMB SOFTBALL TOU	78.13
		KANEQUIP INC.	SKID STEER MAINTENANCE	37.55
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTLTY DUES	269.23
		PYRAMID FOODS dba COUNTRY MART	SCOTCH /MASK TAPE	8.37
			WATER (4)	17.96
			APC ERASER	6.51
			TOILET CLEANER	9.80
			BC TAPE/MASK TAPE	5.38
			APC ERASER	8.68
			6 CASE WATER	23.94
			WATER CASES (12)	47.88
		R & R EQUIPMENT, INC.	GV ASM MAINT FREE ALUM SPI	220.45
		STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT	23.19
			METER SOCKET/SURGE PROTECT	134.48
		WHITAKER AGGREGATES, INC.	CRUSHER RUN	68.12
			CRUSHER RUN	73.08
		WOLKEN GOODYEAR, INC.	TR13 TYBE	16.50
			TOTAL:	5,800.44

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
STREET & STORMWATER	GENERAL	ANCHOR SALES & SERV CO, INC.	(4) TIRES 16' CHEVY COLORA	157.76
		DOLLAR GENERAL CORPORATION	CLEANING SUPPLIES	7.87
		HAMMERSON CORP	(5) FLOWABLE FILL TICKET/S	770.00
		KANEQUIP INC.	SKID STEER MAINTENANCE	37.55
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	195.80
		LANCO DISTRIBUTOR	CSE WHITE TOWELS	64.00
		PYRAMID FOODS dba COUNTRY MART	WATER CASES (12)	47.88
		PUR-O-ZONE	(8GAL) NEUTRAL CLEANER SPL	16.59
		STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT	23.19
		WHITAKER AGGREGATES, INC.	CRUSHER RUN	455.95
			TOTAL:	1,776.59
		MUNICIPAL AIRPORT	AIRPORT	HAMPEL OIL DISTRIBUTORS, INC.
	TOTAL:			352.94
LIBRARY	LIBRARY	AMAZON	SEE BREAKDOWN WITH CHECK	459.96
			SEE BREAKDOWN WITH CHECK	76.28
		STIFTER, TYLER	JUNE MOWING	200.00
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	48.95
		SOUTHEAST KS. LIBRARY SYSTEM	OPTIPLEX SMALL FORM FACTOR	865.70
		THOLEN HVAC	SERVICED PACKAGE UNIT	195.00
			TOTAL:	1,845.89
FIRE DEPARTMENT	PUBLIC SAFETY	CONRAD FIRE EQUIPMENT	VEHICLE MAINTENANCE	31.74
		FIREPENNY (CITIZENPRIME, LLC)	HALO SPZ C6 HOOD	69.99
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	48.95
		MFA OIL CO - PETRO CARD 24	FIRE FUEL SPLIT	51.97
			TOTAL:	202.65
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIES	16.84
		DOLLAR GENERAL CORPORATION	CLEANING SUPPLIES	9.84
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	367.13
		MFA OIL CO - PETRO CARD 24	POLICE FUEL SPLIT	1,479.09
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	21.20
		POLICEAPP.COM, INC	(3) JOB CLASSIFICATION	45.00
		PUR-O-ZONE	(8GAL) NEUTRAL CLEANER SPL	20.74
		STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT	23.19
			TOTAL:	1,983.03
SPECIAL HIGHWAY	SPECIAL HIGHWAY	UNITED RENTALS	MINI EXCAVATOR RENTAL	895.00
			TOTAL:	895.00
ELECTRIC PRODUCTION	ELECTRIC	KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	122.38
		KMEA EMP1 OPERATING FUND	KMEA EMP1 OPERATING FUND	75,525.00
		PYRAMID FOODS dba COUNTRY MART	WATER CASES (6)	23.94
		TOTAL:	75,671.32	
ELECTRIC DISTRIBUTION	ELECTRIC	ANDERSON CO TREASURER	FORD 1974 5 YEAR	1,871.25
			FORD 1975 5 YEAR	1,871.25
			FORD 2011 5 YEAR	1,443.25
			FORD 2014 5 YEAR	1,337.25
		HAMPEL OIL DISTRIBUTORS, INC.	EXHAUST FLUID 55GAL	107.37
		KANEQUIP INC.	SKID STEER MAINTENANCE	37.55
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	171.33
		PYRAMID FOODS dba COUNTRY MART	WATER CASES (12)	47.88
		SPINLAB UTILITY INSTRUMT., INC	METER TOOL 6000 UNIT CALIB	2,022.96

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT WIRE (40) / CORD CON NECTO WIRE (40) CREDIT	5.80 118.90 58.23-
		UCI TESTING	CREDIT DUANE HASTERT	30.00-
			TOTAL:	8,946.56
GAS	GAS	ANCHOR SALES & SERV CO, INC. DC & B SUPPLY INC KANEQUIP INC. KANSAS MUNICIPAL UTILITIES, INC LANCO DISTRIBUTOR PYRAMID FOODS dba COUNTRY MART STANION WHOLESALE ELECT. CO.	(4) TIRES 16' CHEVY COLORA GAS STOP BALL/METER PLUGS/ SKID STEER MAINTENANCE 2024 QRTLTY DUES WHITE TOWELS/HAND CLEANER WATER CASES (6) METER SOCKET/SURGE PROTECT	157.76 2,999.70 37.54 97.90 57.00 23.94 5.80
			TOTAL:	3,379.64
SANITATION	SANITATION	ANCHOR SALES & SERV CO, INC. ARMOR EQUIPMENT HAMPEL OIL DISTRIBUTORS, INC. KANEQUIP INC. KANSAS MUNICIPAL UTILITIES, INC PYRAMID FOODS dba COUNTRY MART STANION WHOLESALE ELECT. CO. UCI TESTING	(4) TIRES 16' CHEVY COLORA 17 FREIGHTLINER LED LIGHT EXHAUST FLUID 55GAL SKID STEER MAINTENANCE 2024 QRTLTY DUES WATER CASES (12) METER SOCKET/SURGE PROTECT PRE EMPLOY - MITCHELL ADAM	157.76 97.57 107.37 37.54 122.38 47.88 5.79 85.00
			TOTAL:	661.29
WASTEWATER	WASTEWATER	ANCHOR SALES & SERV CO, INC. KANEQUIP INC. KANSAS MUNICIPAL UTILITIES, INC LLOYD HAROLD PYRAMID FOODS dba COUNTRY MART	(4) TIRES 16' CHEVY COLORA SKID STEER MAINTENANCE 2024 QRTLTY DUES SOUTH LIFT PUMP REPAIR WASTE/RAS PUMP REPAIR WATER CASES (12)	157.76 37.54 97.90 1,249.00 1,020.00 47.88
			TOTAL:	2,610.08
REVENUES	WATER	KS DEPT OF REVENUE	APR-MAY-JUNE WATER FEE	591.05
			TOTAL:	591.05
WATER	WATER	ANCHOR SALES & SERV CO, INC. EUROFINS EATON ANALYTICAL, INC HAWKINS, INC. KANEQUIP INC. KANSAS MUNICIPAL UTILITIES, INC KS DEPT OF HEALTH & ENVIRONMENT MCCLURE ENGINEERING OLATHE WINWATER WORKS CO. PYRAMID FOODS dba COUNTRY MART ST LUKES HEALTH SYSTEM STANION WHOLESALE ELECT. CO.	(4) TIRES 16' CHEVY COLORA CHLORITE (3) CHEMICALS SKID STEER MAINTENANCE 2024 QRTLTY DUES DRINKING WATER TESTING RESERVOIR DAM INSPECTION METER PIT/EXT RING/LID WATER CASES (6) WATER CASES (6) PRE SCREEN JAMES HOWARD METER SOCKET/SURGE PROTECT	157.76 84.00 19,328.41 37.54 220.28 910.00 1,650.00 835.00 23.94 23.94 115.00 5.80
			TOTAL:	23,391.67
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DOLLAR GENERAL CORPORATION KANSAS MUNICIPAL UTILITIES, INC PUR-O-ZONE	CLEANING SUPPLIES 2024 QRTLTY DUES (8GAL) NEUTRAL CLEANER SPL	1.97 48.94 4.15
			TOTAL:	55.06
PARKSIDE #1	PARKSIDE #1	HD SUPPLY, INC	TOILET BOWL WAX RING (6)	15.95

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL Y DUES	48.94_
			TOTAL:	64.89_
REVENUES	PARKSIDE #2	SMITH, DEBORAH	SECURITY DEPOSIT REFUND	400.00_
			TOTAL:	400.00_
PARKSIDE #2	PARKSIDE #2	HD SUPPLY, INC	TOILET BOWL WAX RING (6)	15.95
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL Y DUES	48.94_
			TOTAL:	64.89_
REVENUES	PARK PLAZA NORTH	MCALLISTER, JIM & MADELINE	SECURITY DEPOSIT REFUND	636.00_
			TOTAL:	636.00_
PARK PLAZA NORTH	PARK PLAZA NORTH	HECK'S REPAIR & SERVICE	SHELF ICE BIN	265.90
		KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL Y DUES	48.94_
			TOTAL:	314.84_

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

101	GENERAL	18,347.39
102	AIRPORT	352.94
104	LIBRARY	1,845.89
105	PUBLIC SAFETY	2,185.68
106	SPECIAL HIGHWAY	895.00
109	ELECTRIC	84,617.88
110	GAS	3,379.64
111	SANITATION	661.29
112	WASTEWATER	2,610.08
113	WATER	23,982.72
114	ECONOMIC DEVELOPMENT	55.06
115	PARKSIDE #1	64.89
116	PARKSIDE #2	464.89
117	PARK PLAZA NORTH	950.84
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	GRAND TOTAL:	140,414.19
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ADVANTAGE COMPUTER ENTERPRISES INC	ADAPTER USB GBIC ENET RJ45	GENERAL	GOVERNMENT ADMINISTRAT	35.00
			TOTAL:	35.00
AMAZON	SEE BREAKDOWN WITH CHECK	LIBRARY	LIBRARY	459.96
	SEE BREAKDOWN WITH CHECK	LIBRARY	LIBRARY	76.28
			TOTAL:	536.24
ANCHOR SALES & SERV CO, INC.	(4) TIRES 16' CHEVY COLORA	GENERAL	STREET & STORMWATER	157.76
	(4) TIRES 16' CHEVY COLORA	GAS	GAS	157.76
	(4) TIRES 16' CHEVY COLORA	SANITATION	SANITATION	157.76
	(4) TIRES 16' CHEVY COLORA	WASTEWATER	WASTEWATER	157.76
	(4) TIRES 16' CHEVY COLORA	WATER	WATER	157.76
			TOTAL:	788.80
ANDERSON CO TREASURER	FORD 1974 5 YEAR	ELECTRIC	ELECTRIC DISTRIBUTION	1,871.25
	FORD 1975 5 YEAR	ELECTRIC	ELECTRIC DISTRIBUTION	1,871.25
	FORD 2011 5 YEAR	ELECTRIC	ELECTRIC DISTRIBUTION	1,443.25
	FORD 2014 5 YEAR	ELECTRIC	ELECTRIC DISTRIBUTION	1,337.25
			TOTAL:	6,523.00
ARMOR EQUIPMENT	17 FREIGHTLINER LED LIGHT	SANITATION	SANITATION	97.57
			TOTAL:	97.57
CHERRYROAD MEDIA	LIBERTYFEST AD	GENERAL	COMMUNITY DEVELOPMENT	135.00
			TOTAL:	135.00
CIVICPLUS, LLC	ARCHIVESUBSCRIP 9/2024-20	GENERAL	GOVERNMENT ADMINISTRAT	4,188.00
			TOTAL:	4,188.00
CONRAD FIRE EQUIPMENT	VEHICLE MAINTENANCE	PUBLIC SAFETY	FIRE DEPARTMENT	31.74
			TOTAL:	31.74
D & S SANITATION LLC	SOCCER/CAMPGROUND TOILETS	GENERAL	PARKS, RECREATION & CE	170.00
	SOCCER/CAMPGROUND TOILET	GENERAL	PARKS, RECREATION & CE	170.00
			TOTAL:	340.00
DAVIS, BRIAN	MILEAGE REIMB SOFTBALL TOU	GENERAL	PARKS, RECREATION & CE	78.13
			TOTAL:	78.13
DAZZEE IT SERVICES	AUGUST DADDEE IT SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	995.00
			TOTAL:	995.00
DC & B SUPPLY INC	GAS STOP BALL/METER PLUGS/	GAS	GAS	2,999.70
			TOTAL:	2,999.70
DIGITAL CONNECTIONS, INC.	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT	16.84
			TOTAL:	16.84
DOLLAR GENERAL CORPORATION	CLEANING SUPPLIES	GENERAL	GOVERNMENT ADMINISTRAT	13.77
	CLEANING SUPPLIES	GENERAL	COMMUNITY DEVELOPMENT	5.90
	CLEANING SUPPLIES	GENERAL	STREET & STORMWATER	7.87
	CLEANING SUPPLIES	PUBLIC SAFETY	POLICE DEPARTMENT	9.84
	CLEANING SUPPLIES	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.97
			TOTAL:	39.35
EUROFINS EATON ANALYTICAL, INC	CHLORITE (3)	WATER	WATER	84.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	84.00
FIREPENNY (CITIZENPRIME, LLC)	HALO SPZ C6 HOOD	PUBLIC SAFETY	FIRE DEPARTMENT	69.99
			TOTAL:	69.99
GARNETT PUBLISHING, INC.	ORD 4258 PUBLICATION	GENERAL	GOVERNMENT ADMINISTRAT	44.96
	RES 2024-7 PUBLICATION	GENERAL	GOVERNMENT ADMINISTRAT	860.91
	QTR TREASURER REPORT	GENERAL	GOVERNMENT ADMINISTRAT	158.50
			TOTAL:	1,064.37
GERKEN RENT-ALL, INC	NORTH LAKE TOILET	GENERAL	PARKS, RECREATION & CE	357.50
	RESERVOIR TOILETS	GENERAL	PARKS, RECREATION & CE	627.00
			TOTAL:	984.50
GOODING, ANDREA	31 GIRLS SIGNUP TSHIRTS/UN	GENERAL	REVENUES	1,240.00
			TOTAL:	1,240.00
HAMMERSON CORP	(5) FLOWABLE FILL TICKET/S	GENERAL	STREET & STORMWATER	770.00
			TOTAL:	770.00
HAMPEL OIL DISTRIBUTORS, INC.	OFF RD DIESEL FOR PARK EQU	GENERAL	PARKS, RECREATION & CE	297.24
	PARKS FUEL	GENERAL	PARKS, RECREATION & CE	267.76
	PARKS FUEL	GENERAL	PARKS, RECREATION & CE	803.28
	AVIATION FUEL	AIRPORT	MUNICIPAL AIRPORT	352.94
	EXHAUST FLUID 55GAL	ELECTRIC	ELECTRIC DISTRIBUTION	107.37
	EXHAUST FLUID 55GAL	SANITATION	SANITATION	107.37
			TOTAL:	1,935.96
HAWKINS, INC.	POOL CHEMICALS	GENERAL	PARKS, RECREATION & CE	1,108.41
	CRYSTAL CLEAR/SENSOR/PH SE	GENERAL	PARKS, RECREATION & CE	605.00
	CHEMICALS	WATER	WATER	19,328.41
			TOTAL:	21,041.82
HD SUPPLY, INC	TOILET BOWL WAX RING (6)	PARKSIDE #1	PARKSIDE #1	15.95
	TOILET BOWL WAX RING (6)	PARKSIDE #2	PARKSIDE #2	15.95
			TOTAL:	31.90
CHECK'S REPAIR & SERVICE	SHELF ICE BIN	PARK PLAZA NORTH	PARK PLAZA NORTH	265.90
			TOTAL:	265.90
KANEQUIP INC.	SKID STEER MAINTENANCE	GENERAL	PARKS, RECREATION & CE	37.55
	SKID STEER MAINTENANCE	GENERAL	STREET & STORMWATER	37.55
	SKID STEER MAINTENANCE	ELECTRIC	ELECTRIC DISTRIBUTION	37.55
	SKID STEER MAINTENANCE	GAS	GAS	37.54
	SKID STEER MAINTENANCE	SANITATION	SANITATION	37.54
	SKID STEER MAINTENANCE	WASTEWATER	WASTEWATER	37.54
	SKID STEER MAINTENANCE	WATER	WATER	37.54
			TOTAL:	262.81
KANSAS MUNICIPAL UTILITIES, INC	2024 QRTL DUES	GENERAL	GOVERNMENT ADMINISTRAT	318.18
	2024 QRTL DUES	GENERAL	COMMUNITY DEVELOPMENT	171.33
	2024 QRTL DUES	GENERAL	PARKS, RECREATION & CE	269.23
	2024 QRTL DUES	GENERAL	STREET & STORMWATER	195.80
	2024 QRTL DUES	LIBRARY	LIBRARY	48.95
	2024 QRTL DUES	PUBLIC SAFETY	FIRE DEPARTMENT	48.95
	2024 QRTL DUES	PUBLIC SAFETY	POLICE DEPARTMENT	367.13

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2024 QRTL DUES	ELECTRIC	ELECTRIC PRODUCTION	122.38
	2024 QRTL DUES	ELECTRIC	ELECTRIC DISTRIBUTION	171.33
	2024 QRTL DUES	GAS	GAS	97.90
	2024 QRTL DUES	SANITATION	SANITATION	122.38
	2024 QRTL DUES	WASTEWATER	WASTEWATER	97.90
	2024 QRTL DUES	WATER	WATER	220.28
	2024 QRTL DUES	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	48.94
	2024 QRTL DUES	PARKSIDE #1	PARKSIDE #1	48.94
	2024 QRTL DUES	PARKSIDE #2	PARKSIDE #2	48.94
	2024 QRTL DUES	PARK PLAZA NORTH	PARK PLAZA NORTH	48.94
			TOTAL:	2,447.50
KMEA EMP1 OPERATING FUND	KMEA EMP1 OPERATING FUND	ELECTRIC	ELECTRIC PRODUCTION	75,525.00
			TOTAL:	75,525.00
KS DEPT OF HEALTH & ENVIRONMENT	DRINKING WATER TESTING	WATER	WATER	910.00
			TOTAL:	910.00
KS DEPT OF REVENUE	APR-MAY-JUNE WATER FEE	WATER	REVENUES	591.05
			TOTAL:	591.05
LANCO DISTRIBUTOR	CSE WHITE TOWELS	GENERAL	STREET & STORMWATER	64.00
	WHITE TOWELS/HAND CLEANER	GAS	GAS	57.00
			TOTAL:	121.00
LEAGUE OF KANSAS MUNICIPALITIES	WEBINAR TRAVIS/TRISH	GENERAL	GOVERNMENT ADMINISTRAT	50.00
			TOTAL:	50.00
LLOYD HAROLD	SOUTH LIFT PUMP REPAIR	WASTEWATER	WASTEWATER	1,249.00
	WASTE/RAS PUMP REPAIR	WASTEWATER	WASTEWATER	1,020.00
			TOTAL:	2,269.00
MCALLISTER, JIM & MADELINE	SECURITY DEPOSIT REFUND	PARK PLAZA NORTH	REVENUES	636.00
			TOTAL:	636.00
MCCLURE ENGINEERING	RESERVOIR DAM INSPECTION	WATER	WATER	1,650.00
			TOTAL:	1,650.00
MFA OIL CO - PETRO CARD 24	FIRE FUEL SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	51.97
	POLICE FUEL SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	1,479.09
			TOTAL:	1,531.06
MOLATHE WINWATER WORKS CO.	METER PIT/EXT RING/LID	WATER	WATER	835.00
			TOTAL:	835.00
MOTTAWA PAINT FRAMES & DECOR	TOWN HALL CENTER PAINT	GENERAL	COMMUNITY DEVELOPMENT	317.83
			TOTAL:	317.83
MPTNEY BOWES PURCHASE POWER	POSTAGE SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	335.69
	POSTAGE SPLIT	GENERAL	COMMUNITY DEVELOPMENT	843.11
	POSTAGE SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	21.20
			TOTAL:	1,200.00
POLICEAPP.COM, INC	(3) JOB CLASSIFICATION	PUBLIC SAFETY	POLICE DEPARTMENT	45.00
			TOTAL:	45.00



VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
PUR-O-ZONE	(8GAL) NEUTRAL CLEANER SPL	GENERAL	GOVERNMENT ADMINISTRAT	29.04
	(8GAL) NEUTRAL CLEANER SPL	GENERAL	COMMUNITY DEVELOPMENT	12.44
	(8GAL) NEUTRAL CLEANER SPL	GENERAL	STREET & STORMWATER	16.59
	(8GAL) NEUTRAL CLEANER SPL	PUBLIC SAFETY	POLICE DEPARTMENT	20.74
	(8GAL) NEUTRAL CLEANER SPL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	4.15
			TOTAL:	82.96
PYRAMID FOODS dba COUNTRY MART	SCOTCH /MASK TAPE	GENERAL	PARKS, RECREATION & CE	8.37
	WATER (4)	GENERAL	PARKS, RECREATION & CE	17.96
	APC ERASER	GENERAL	PARKS, RECREATION & CE	6.51
	TOILET CLEANER	GENERAL	PARKS, RECREATION & CE	9.80
	BC TAPE/MASK TAPE	GENERAL	PARKS, RECREATION & CE	5.38
	APC ERASER	GENERAL	PARKS, RECREATION & CE	8.68
	6 CASE WATER	GENERAL	PARKS, RECREATION & CE	23.94
	WATER CASES (12)	GENERAL	PARKS, RECREATION & CE	47.88
	WATER CASES (12)	GENERAL	STREET & STORMWATER	47.88
	WATER CASES (6)	ELECTRIC	ELECTRIC PRODUCTION	23.94
	WATER CASES (12)	ELECTRIC	ELECTRIC DISTRIBUTION	47.88
	WATER CASES (6)	GAS	GAS	23.94
	WATER CASES (12)	SANITATION	SANITATION	47.88
	WATER CASES (12)	WASTEWATER	WASTEWATER	47.88
	WATER CASES (6)	WATER	WATER	23.94
			TOTAL:	415.80
R & R EQUIPMENT, INC.	GV ASM MAINT FREE ALUM SPI	GENERAL	PARKS, RECREATION & CE	220.45
			TOTAL:	220.45
SMITH, DEBORAH	SECURITY DEPOSIT REFUND	PARKSIDE #2	REVENUES	400.00
			TOTAL:	400.00
SOUTHEAST KS. LIBRARY SYSTEM	OPTIPLEX SMALL FORM FACTOR	LIBRARY	LIBRARY	865.70
			TOTAL:	865.70
SPINLAB UTILITY INSTRUMT., INC	METER TOOL 6000 UNIT CALIB	ELECTRIC	ELECTRIC DISTRIBUTION	2,022.96
			TOTAL:	2,022.96
ST LUKES HEALTH SYSTEM	PRE SCREEN JAMES HOWARD	WATER	WATER	115.00
			TOTAL:	115.00
STANION WHOLESALE ELECT. CO.	METER SOCKET/SURGE PROTECT	GENERAL	GOVERNMENT ADMINISTRAT	23.20
	METER SOCKET/SURGE PROTECT	GENERAL	PARKS, RECREATION & CE	23.19
	METER SOCKET/SURGE PROTECT	GENERAL	PARKS, RECREATION & CE	134.48
	METER SOCKET/SURGE PROTECT	GENERAL	STREET & STORMWATER	23.19
	METER SOCKET/SURGE PROTECT	PUBLIC SAFETY	POLICE DEPARTMENT	23.19
	METER SOCKET/SURGE PROTECT	ELECTRIC	ELECTRIC DISTRIBUTION	5.80
	WIRE (40) / CORD CON NECTO	ELECTRIC	ELECTRIC DISTRIBUTION	118.90
	WIRE (40) CREDIT	ELECTRIC	ELECTRIC DISTRIBUTION	58.23
	METER SOCKET/SURGE PROTECT	GAS	GAS	5.80
	METER SOCKET/SURGE PROTECT	SANITATION	SANITATION	5.79
	METER SOCKET/SURGE PROTECT	WATER	WATER	5.80
			TOTAL:	311.11
STIFTER, TYLER	JUNE MOWING	LIBRARY	LIBRARY	200.00
			TOTAL:	200.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
THOLEN HVAC	SERVICED PACKAGE UNIT	LIBRARY	LIBRARY	195.00_
			TOTAL:	195.00_
UCI TESTING	PRE EMPLOY-JESSICA MILLS	GENERAL	GOVERNMENT ADMINISTRAT	85.00
	CREDIT DUANE HASTERT	ELECTRIC	ELECTRIC DISTRIBUTION	30.00-
	PRE EMPLOY - MITCHELL ADAM	SANITATION	SANITATION	85.00_
			TOTAL:	140.00
UNITED RENTALS	MINI EXCAVATOR RENTAL	SPECIAL HIGHWAY	SPECIAL HIGHWAY	895.00_
			TOTAL:	895.00_
WHITAKER AGGREGATES, INC.	CRUSHER RUN	GENERAL	PARKS, RECREATION & CE	68.12
	CRUSHER RUN	GENERAL	PARKS, RECREATION & CE	73.08
	CRUSHER RUN	GENERAL	STREET & STORMWATER	455.95_
			TOTAL:	597.15
WILLIAMS-MONUMENTS	REMOVE/RESET CAP 4-0A-0063	GENERAL	REVENUES	907.50_
			TOTAL:	907.50_
WISE, CLIFTON	DONNA HARRIS PARK JUNE-JUL	GENERAL	PARKS, RECREATION & CE	345.00_
			TOTAL:	345.00_
WOLKEN GOODYEAR, INC.	TR13 TYBE	GENERAL	PARKS, RECREATION & CE	16.50_
			TOTAL:	16.50_

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

101	GENERAL	18,347.39
102	AIRPORT	352.94
104	LIBRARY	1,845.89
105	PUBLIC SAFETY	2,185.68
106	SPECIAL HIGHWAY	895.00
109	ELECTRIC	84,617.88
110	GAS	3,379.64
111	SANITATION	661.29
112	WASTEWATER	2,610.08
113	WATER	23,982.72
114	ECONOMIC DEVELOPMENT	55.06
115	PARKSIDE #1	64.89
116	PARKSIDE #2	464.89
117	PARK PLAZA NORTH	950.84
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GRAND TOTAL:		140,414.19
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TOTAL PAGES: 5

BILLS: \$140,414.19  
 DRAFT: (\$ 75,525.00)  
 PAYROLL: \$127,072.87  
 TOTAL: \$191,962.06