



Small, Serene, Simply Garnett.

City Commission Meeting **AGENDA** November 26, 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, Vernon Yoder, Mt. Ida Church
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Governing Body Comments**
 - A. Commissioner Wiehl
 - B. Commissioner Locke
 - C. Mayor Cole
- IV. **Consent Agenda**
 - A. Approval of Minutes from November 12, 2024, Regular City Commission Meeting.
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$216,771.46
- V. **Regular Business**
 - A. Cassie Morrison, Southeast Kansas Health Department.
 - B. Ninnescah Flats Solar Project Agreement – Sam Mills.
 - C. Consideration of Resolution 2024-12: Execution of the Ninnescah Flats Solar Project Agreement.
- VI. **Staff Updates**
- VII. **Discussion Items**
 - A. Storage Containers
 - B. Swimming Pool – Next Steps
 - C. Draft City Commission Meeting minutes to Dane Hicks
- VIII. **Informational Items**
 - A. Small Business Saturday, hosted by the Garnett Area Chamber of Commerce, will be held on November 30.
 - B. The Garnett Fire Department Chili & Soup Supper, hosted by the Garnett Volunteer Fire Department, will be held at the Garnett Fire Station on November 30.
 - C. The 54th Annual Christmas Parade and Lighting Ceremony, hosted by the Garnett Area Chamber of Commerce, will be held on the Town Square on November 30.
 - D. The Holiday Homes Tour, hosted by the Friends of the Garnett Public Library, will be held on December 1.
 - E. The Holiday Boutique, hosted by the Garnett BPW, will be held at the Kirk House on December 1.
- IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- X. **Signing of Approved City Documents**
- XI. **Executive Session**
- XII. **Adjournment**

The Governing Body of the City of Garnett met in regular session on November 12, 2024, at 6:00 p.m. with the following individuals present; Mayor, Jody Cole, City Commissioner, Nate Wiehl and Mark Locke, City Manager Travis Wilson, City Clerk, Trish Brewer, City Attorney Terry Solander.

CALL TO ORDER

Mayor Cole called the meeting to order at 6:08 p.m.

The Pledge of Allegiance was recited.
Invocation, Chris Goetz, First Christian Church

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

No citizens present.

GOVERNING BODY COMMENTS

- *Commissioner Wiehl*

Congratulated Jody Cole on her win as Commissioner

- *Commissioner Locke*

Thanked and acknowledged all veterans for their service, congratulated Jody Cole on her win as Commissioner.

- *Mayor Cole*

Requested an update from City Manager, Wilson on the Water Plant progress. City Manager, Wilson stated he and Water Plant Director, Mucklow will have a meeting with McClure on Thursday to discuss funding and language clarification in the report to KDHE.

CONSENT AGENDA

A. Approval of minutes from October 22, 2024, Regular City Commission Meet.

B. Approval of Semi-Monthly Bills and Payroll in the amount of \$430,659.46.

Commissioner Locke motioned to approve the Consent Agenda as presented.

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

REGULAR BUSINESS

A. Consideration of Water & Wastewater Disposal Predevelopment Planning Grant.

Commissioner Wiehl motioned to approve the Grant application of \$85,000 estimated project from United States Department of Agriculture for water and wastewater to complete the preliminary engineer report and the manhole inspections. Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

B. Consideration of TGT Application from the Friends of the Garnett Public Library

Commissioner Locke motioned to approve the TGT Application from the Friends of the Garnett Public Library as presented. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY

C. Consideration of Special Event request from the Garnett Area Chamber of Commerce.

Commissioner Wiehl motioned to approve the Special Event Request for the Christmas Parade.

Seconded by Mayor Cole. (3) AYE (0) NAY

STAFF UPDATES

Economic Development Director/Grant Writer, Mills.

Jessica Mills presented Commission and the City with the approval received for the 3 Pavilions from the City of Overland Park, Kansas. Deconstruction in Overland Park will begin December 9, 2024.

DISCUSSION ITEMS

A. Closing down Lake Garnett (North Lake) and CFAP Agreement update \$72.79 per day over 5 days.

City Manager, Wilson presented his findings on the potential cost to the City, estimating 9 days more than the 5 days per year in the agreement.

INFORMATIONAL ITEMS

- A. Small Business Saturday, hosted by the Garnett Area Chamber of Commerce, will be held on November 30th
- B. The Garnett Fire Department Chili & Soup Supper, hosted by the Garnett Volunteer Fire Department, will be held at the Garnett Fire Station on November 30th from 4:00pm to 8:00pm.
- C. The 54th Annual Christmas Parade and Lighting Ceremony, hosted by the Garnett Area Chamber of Commerce, will be held on the Town Square on November 30th beginning at 6:30pm.
- D. The 17th Annual Colony Christmas Parade, hosted by the Colony Christian Church will be held on a date to be determined.
- E. The Holiday Homes Tour, hosted by the Friends of the Garnett Public Library, will be held on December 1st.
- F. The Holiday Boutique, hosted by the Garnett BPW, will be held at the Kirk House on December 1st.
- G. The 3rd Annual Kincaid Christmas Parade, hosted by Crickets Bar and Grill, will be held on a date to be determined.

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

No Citizens to be heard.

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

EXECUTIVE SESSION

Mayor Cole motioned to recess into Executive Session to discuss personnel matters pursuant to non-elected personnel matters exception K.S.A. 75-4319 (b)(1) for 30 minutes, starting at 7:06pm with the following present: Mayor Jody Cole, Commissioner Mark Locke and Commissioner Nate Wiehl, City Manager, Wilson.

Regular session to resume at 7:06pm

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

7:06pm

Commission exited Executive Session with an additional motion by Commissioner Locke to extend the executive session until 7:11pm. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY

Mayor Cole closed the executive session at 7:11pm opening the regular meeting back to order and stated no action was taken within executive session.

Commissioner Wiehl inquired on the development of employee benefits, leading to a brief discussion.

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 7:24 p.m.

Mayor

City Clerk

Scan me

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**No Insurance?
No Problem!**

SEK Multi-County Health
Department Accepts:
Blue Cross Blue Shield,
KanCare, Cigna, United
Healthcare, Humana, Aetna,
Medicare, Coventry, Cash,
Vlsa, and Mastercard



BlueCross
BlueShield



OUR LOCATIONS

ALLEN COUNTY

411 North Washington
Iola, Kansas 66749
620-365-2191

ANDERSON COUNTY

301 South Vine
Garnett, Kansas 66032
785-448-6559

BOURBON COUNTY

524 South Lowman
Fort Scott, Kansas 66701
620-223-4464

WOODSON COUNTY

120 West Rutledge
Yates Center, Kansas 66783
620-625-2484

HOURS OF OPERATION
MONDAY-THURSDAY
7:00 AM - 12:00 PM
12:30 PM - 5:30 PM



ANDERSON COUNTY HEALTH DEPARTMENT



SEK Multi-County
Health Department
Creating a Healthy Community

OFFICE: 785-448-6559

FAX: 785-448-2608

WEBSITE:
WWW.SEKMCHD.COM

OUR SERVICES

FAMILY PLANNING

Breast exams, pap, STI testing, blood pressure screening, hemoglobin, blood sugar, nutrition counseling, and birth control

KAN BE HEALTHY SCREENINGS

For Kancare eligible children up to 18 years of age. Full physical, hearing & vision screenings.

IMMUNIZATIONS

Walk-In Clinic is every Monday or by appointment anytime.

ADULT PHYSICALS

Basic adult physical provided by a registered nurse for employment purposes. Physicals are also provided for the State of Kansas foster care and adoptions.

SCHOOL PHYSICALS

Physicals for public schools, daycares, Headstart, or preschool. Full physical, hearing, & vision screens, and lab work.

NO ATHLETIC PHYSICALS

HEARING & VISION SCREENINGS

DCF REFERRALS

CAR SEAT SAFETY CHECKS



CPR CERTIFICATION

BLOOD PRESSURE & BLOOD GLUCOSE

We will monitor blood pressure and blood glucose, and keep a record for you.

STI TESTING & TREATMENT

We test and treat Gonorrhea, chlamydia, and syphilis.

LABS (BLOOD DRAWS)

Cholesterol, diabetes, drug screens, pregnancy, CBC, thyroid, prostate, Call our office for a full list of pricing and labs.

PREGNANCY TESTS

Provided for \$15.00 Referrals to DCF, WIC, and family doctors are provided.

BREASTFEEDING PEER COUNSELING

Provides breastfeeding education and support to new mothers. Breastfeeding can be challenging. Having support and being informed can help you succeed in your breastfeeding goals.

MATERNAL CHILD HEALTH

Education and support for pregnant mothers and parents of infants up to one-year-old. Provides parents with resources and referrals for various assistance programs that they may be eligible for.

WIC (WOMEN, INFANT & CHILDREN)

The supplemental nutrition program for women, infants, and children serves to safeguard the health of low-income pregnant, postpartum, and breastfeeding women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, and information on healthy eating. This includes breastfeeding promotion, support, and referrals to health care.

KINDERGARTEN PHYSICALS & IMMUNIZATIONS

Physical and current immunizations are required for entrance into kindergarten. **Physicals are completed by appointment only.** Please bring your child's **immunization record and insurance card** to their appointment.



Ninnescah Flats Solar Project Agreement

between

Kansas Municipal Energy Agency

and

City of Garnett, Kansas

This Ninnescah Flats Solar Project Agreement (“Agreement”) is made this _____ day of _____, 2024, by and between Kansas Municipal Energy Agency, a municipal energy agency organized and existing under the laws of the State, including particularly the Act (hereinafter “KMEA”) and City of Garnett, Kansas, a municipal corporation organized and existing under the laws of the State (hereinafter “City”), (KMEA and City hereinafter referred to collectively as “Parties” or, at times, individually as “Party”).

WITNESSETH:

WHEREAS, KMEA consists of members (the “Members”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

WHEREAS, KMEA is authorized by the Act to plan, finance and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

WHEREAS, City owns and operates a municipal electric system and is a Member in good standing of KMEA; and

WHEREAS, City is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from KMEA capacity and energy and related products to meet City’s present and future requirements for a period not in excess of forty (40) years; and

WHEREAS, KMEA has entered or expects to enter into a power purchase agreement to acquire up to 90 MW of electric energy, capacity, and ancillary services from the Ninnescah Flats Solar Project in Pratt County, Kansas (the “Facility”) for a period of thirty (30) years commencing on the Delivery Start Date (as defined herein) (the “KMEA-Ninnescah Flats PPA” as defined below in Section 1.20); and

WHEREAS, KMEA’s purchase of entitlements in the Ninnescah Flats Solar Project, as documented in the Ninnescah Flats PPA, excludes environmental attributes associated with the Project; and,

WHEREAS, KMEA desires to form the Ninnescah Flats Solar Project, through which Members who wish to participate will purchase electric energy, capacity, and ancillary services from the Facility; and

WHEREAS, this Agreement is intended to enable KMEA to pass through the benefits and obligations of the KMEA-Ninnescah Flats PPA to City, such that neither KMEA nor City obtains

a benefit or incurs a burden or obligation due to a drafting or other difference between this Agreement and the KMEA-Ninnescah Flats PPA; and

WHEREAS, City desires to participate in the Ninnescah Flats Solar Project, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

Any capitalized words used but not defined in this Agreement or its Schedules shall have the meaning as defined in the KMEA-Ninnescah Flats PPA or the SPP Open Access Transmission Tariff.

1.1 Act shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

1.2 Agreement shall mean this Ninnescah Flats Solar Project Agreement between City and KMEA.

1.3 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State.

1.4 City shall mean City of Garnett, Kansas and its permitted successors and assigns.

1.5 City Entitlement shall mean three (3) megawatts, which is a portion of KMEA's allocated share of the Facility on which the City's entitlements to energy, capacity, and ancillary services and corresponding obligations hereunder are based.

1.6 City Percentage shall be set forth in Schedule 4.1, as attached hereto and expressed as a percentage, which may be modified from time to time.

1.7 Contract Price means \$50.00 per MWh, subject to the adjustments set forth in Sections 11.14 and 11.15 of the KMEA-Ninnescah Flats PPA.

1.8 Delivery Start Date shall mean the "Commercial Operation Date" or if KMEA elects to take "Test Energy" (as both terms are defined in the KMEA-Ninnescah Flats PPA) the date on which Test Energy is available for delivery.

1.9 Effective Date shall mean the date as of which this Agreement has been executed by both Parties, as reflected on the signature page(s).

1.10 "Environmental Attributes" means any current and future emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, compliance premium, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with an electric generating facility's benefits to the environment and capable of being measured, verified or calculated, including Renewable Energy Credits and the reporting rights related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets

or allowances, including the right of a Person to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other Person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Notwithstanding the foregoing, Environmental Attributes do not include any Energy, Ancillary Services, Accredited Capacity, PTCs, ITCs, or any other federal, state or local tax credits, grants or other tax incentives, or other incentives.

1.11 Event of Default shall have the meaning assigned to it in Section 11.1.

1.12 Facility shall mean that portion of the Ninnescah Flats Solar Project located in Pratt County, Kansas to which KMEA has entitlements pursuant to the KMEA-Ninnescah Flats PPA (*i.e.*, such term is intended to have the same meaning in this Agreement as it has in the KMEA-Ninnescah Flats PPA).

1.13 FERC shall mean the Federal Energy Regulatory Commission, or its successor in function.

1.14 Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods or acts generally accepted in the region.

1.15 Governmental Authority shall mean (a) any federal, state, local, municipal or other government or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority (including SPP, FERC, NERC and any applicable regional reliability entity) lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power.

1.16 KMEA shall mean the Kansas Municipal Energy Agency, and its permitted successors and assigns.

1.17 KMEA Board of Directors shall mean the KMEA board of directors appointed by each Member pursuant to the provisions of Article V of the KMEA Bylaws and authorized in accordance with Article VII of the Second Amended and Restated Agreement to Create a Municipal Energy Agency.

1.18 KMEA-Ninnescah Flats PPA shall mean the Power Purchase Agreement between KMEA and Ninnescah Flats Solar, as may be amended from time to time.

1.19 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in *The Wall Street Journal*, KMEA and the Participants will select an appropriate replacement source for the prime rate.

1.20 Members shall mean all members of KMEA, including City, all being municipal corporations or boards of public utilities, in either case (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

1.21 Ninnescah Flats Solar shall mean Ninnescah Flats Solar, LLC.

1.22 Ninnescah Flats Solar Entitlement shall mean the attributes of the Facility to which KMEA is entitled as a result of the KMEA-Ninnescah Flats PPA, including electric energy, capacity, and ancillary services, and not including the Facility's Environmental Attributes.

1.23 Ninnescah Flats Solar Project shall mean the KMEA project created pursuant to this Agreement and the other Ninnescah Flats Solar Project Agreements for the relevant Members' purchase from KMEA of KMEA's Ninnescah Flats Solar Entitlement.

1.24 Ninnescah Flats Solar Project Agreement shall mean this Agreement or any substantially identical agreement entered into by KMEA with another Participant.

1.25 NERC shall mean the North American Electric Reliability Corporation.

1.26 Participant(s) shall mean City and/or one or more other Members who have executed a Ninnescah Flats Solar Project Agreement that is then in effect.

1.27 Payment Default shall have the meaning assigned to it in Section 11.1(a).

1.28 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.29 SPP shall mean Southwest Power Pool, Inc., or any successor thereto.

1.30 State shall mean the State of Kansas.

1.31 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.32 Transfer shall have the meaning assigned to it in Section 9.1.

1.33 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Eleven.

1.34 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Eleven.

ARTICLE TWO: TERM

2.1 Term. This Agreement shall be effective and binding upon execution by both of the Parties as reflected on the signature page(s) below, and (absent earlier termination as permitted hereunder) shall continue in effect until the earlier of (a) the end of the delivery period and final billings, or (b) termination of the KMEA-Ninnescah Flats PPA. Deliveries shall commence on the

Delivery Start Date and continue through the earlier of (a) a period of thirty (30) years or (b) the termination of the KMEA-Ninnescah Flats PPA. Notwithstanding the foregoing, this Agreement is conditioned upon the Ninnescah Flats Solar Project receiving all approvals necessary under the Ninnescah Flats Solar PPA. In the event that such approvals are not achieved and the Ninnescah Flats Solar PPA is terminated as a result, this Agreement will become null and void and of no force or effect.

ARTICLE THREE: RELATIONSHIP TO OTHER CONTRACTS

3.1 Other Ninnescah Flats Solar Project Agreements. Except for the identity of the Participants and each City Entitlement and City Percentage (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other Ninnescah Flats Solar Project Agreements.

3.2 Relationship to SPP Markets. The Parties agree that this Agreement is premised on the continuing ability of KMEA to implement the Ninnescah Flats Solar Project within the transmission footprint of SPP and the operation of SPP's centralized markets. If, during the Term, the Facility is no longer located within the SPP footprint or otherwise operating within SPP's centralized markets, or if the City's load will no longer be located within SPP, or if for any other reason the implementation of the Ninnescah Flats Solar Project will no longer be conducted within SPP's centralized markets, then the Parties agree to undertake in good faith negotiations to amend this Agreement to provide for physical delivery to the City of its properly allocable share of the products available from the Facility, or otherwise to provide City with its properly allocable share of benefits from the Ninnescah Flats Solar Project, through means consistent with then-applicable tariffs. The Parties acknowledge that no such amendments shall diminish City's obligation to make payments to KMEA as required pursuant to Article Five.

3.3 No Ownership Interest Conveyed. This Agreement does not create any ownership or leasehold rights on the part of City with respect to the Facility.

ARTICLE FOUR: NINNESCAH FLATS SOLAR PROJECT OPERATIONS AND CITY PARTICIPATION

4.1 City's Entitlement. Beginning on the Delivery Start Date, City shall purchase its City Percentage of the capacity, energy and other attributes of the Facility that are available to KMEA pursuant to the terms and conditions of the KMEA-Ninnescah Flats PPA. It is the intent of KMEA and the City that the benefits and obligations accruing to KMEA shall be flowed through to the City pursuant to this Agreement. Accordingly, in the event of a conflict between the terms of this Agreement and the KMEA-Ninnescah Flats PPA, the Parties to this Agreement shall look to the terms of the KMEA-Ninnescah Flats PPA to attempt to resolve such conflict. The City Entitlements and City Percentages of all Participants shall be set forth in Schedule 4.1 attached to this Agreement. KMEA will update Schedule 4.1 periodically as necessary, including without limitation to reflect changes resulting from actions taken pursuant to Section 9.4, Section 11.4, and/or any other applicable provision of this Agreement.

4.2 SPP Operations

(a) The Parties acknowledge that (i) the actual capacity and energy available from KMEA's Ninnescah Flats Solar Entitlement at any given time will be a function of the Facility's then-available capability, the manner in which KMEA's portion of the Facility is offered into the SPP markets, and SPP's market dispatch, and (ii) the City

Percentage of the SPP-accredited capacity of the Facility to which City is entitled at any given time is likely to be less than City's Entitlement (which is based on nameplate capacity).

(b) All revenues received by KMEA and costs incurred by KMEA related to energy and ancillary services transactions in SPP in connection with the Facility will be allocated among the Participants based on their City Percentages, subject to Section 11.3 and other relevant provisions of Article Eleven if a Participant is in default under this Agreement. Each month, KMEA shall distribute to City its share of net revenues received by KMEA from SPP for sales of energy and ancillary services available from the Facility in the form of a credit on the monthly invoice rendered pursuant to Section 6.1.

(c) Unless KMEA is the load responsible entity ("LRE") for all of the Participants, then KMEA shall develop procedures by which KMEA will enable each LRE Participant (or the Market Participant representing it, which in some cases may be KMEA) to report its City Percentage of KMEA's Ninnescah Flats Solar Entitlement to the SPP-accredited capacity associated with the Facility for purposes of any applicable resource-adequacy provisions of the SPP tariff.

4.3 No Environmental Attributes. The Parties acknowledge that the KMEA-Ninnescah Flats PPA does not convey any rights to Environmental Attributes. City shall not claim the Environmental Attributes or other "renewable energy," "green energy," "clean energy," or similar attributes retained by Ninnescah Flats Solar. City shall not make or originate any marketing claim, public statement, or representation that may diminish the value, marketability or use of the Ninnescah Solar Project's Environmental Attributes. City shall cause a public statement to be redacted, removed, ceased, revised, corrected, or updated from or on any public forum promptly upon written notice from KMEA to avoid a double-counting claim. City shall indemnify KMEA from any claims arising out of City's breach of its obligations under this Section 4.3.

ARTICLE FIVE: COST RESPONSIBILITY

5.1 General Principle. It is the Parties' intention that City will be responsible for its allocable share (as determined pursuant to this Article Five) of (a) the energy charges KMEA incurs in connection with the KMEA's Ninnescah Flats Solar Entitlement, (b) all other charges KMEA incurs under or in connection with the KMEA-Ninnescah Flats PPA, and (c) KMEA's administrative and other reasonable costs associated with its operation of the Ninnescah Flats Solar Project (which shall include an allocable share of KMEA's general costs of providing services that are not directly assignable to any given project). City's obligation to pay for its allocable share of such costs shall be effective upon the Effective Date of this Agreement and continue until all amounts due hereunder are paid in full notwithstanding the occurrence of any event, the availability of the Facility, or the taking of any action permitted by this Agreement. The provisions that follow are intended to implement, but not to narrow, this intention.

5.2 Cost Responsibility for Ninnescah Flats Solar Project Costs. Starting with the first month following the Delivery Start Date, City shall pay energy charges, transmission charges as may be applicable, and administrative charges that reflect its properly allocable share of all of KMEA's net costs related to the Ninnescah Flats Solar Project.

(a) Each month, City's Ninnescah Flats Solar Project energy charge shall be calculated as the City Percentage of the total of KMEA's "Monthly Payments" (as defined in the KMEA-Ninnescah Flats PPA) payment to Ninnescah Flats Solar

associated with the Facility for the preceding month, as charged to KMEA under the KMEA-Ninnescah Flats PPA. For information purposes only, KMEA will pay the Contract Price for its share of the energy actually delivered from the Facility, which will form the basis for City's monthly payment obligation hereunder.

(b) Each month, City's Ninnescah Flats Solar Project transmission charge shall be its properly allocable share of any applicable transmission-related costs paid by KMEA for the month that are directly related to the Ninnescah Flats Solar Project and that are not otherwise reimbursed to KMEA by the City pursuant to any other agreement between the Parties. Such transmission-related costs may include, without limitation, SPP study costs, costs of upgrades, and any costs associated with Auction Revenue Rights, Transmission Congestion Rights or Long-Term Congestion Rights, in each case arising in connection with the Ninnescah Flats Solar Project.

(c) City's administrative charge each month shall be (i) an amount established by KMEA from time to time based on KMEA's Budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the Ninnescah Flats Solar Project but were not included in KMEA's Budget.

5.3 City Obligation to Establish Rates and Pay Allocable Share of KMEA's Costs.

(a) All amounts payable by City for its allocable share of all of KMEA's net costs related to the Ninnescah Flats Solar Project shall be due whether or not the Facility is operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon the performance or nonperformance of KMEA, or any other person under this agreement or the KMEA-Ninnescah Flats PPA, or any other agreement for any cause whatsoever.

(b) Payments made by City under this agreement to or on KMEA's behalf, whether or not reduced to judgment, shall be made as operating expenses from the revenues of City's electric utility system and from other funds of City's electric system legally available for the payment of costs and expenses of its electric system, and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by City to KMEA. City's obligation to make payments under this Agreement to KMEA, whether or not reduced to judgment, shall not constitute general obligations of City, and City shall not be required to make such payments from any source other than the revenues and funds mentioned in the preceding sentence.

(c) City shall establish, impose, maintain, enforce, and collect rates, fees, and charges for electric power and energy to its customers which shall provide City with revenues sufficient to meet its obligations to KMEA under this Agreement, and shall pay all such obligations from, or constitute a charge or lien on, the gross revenues of City's municipal electric system.

ARTICLE SIX: BILLING AND PAYMENTS

6.1 Timing and Method of Invoices. Charges will be billed to City each calendar month, based on KMEA's Ninnescah Flats Solar Project costs for the preceding month. KMEA shall prepare and render such monthly invoices based on its actual payment of charges assessed to KMEA for the preceding month under the KMEA-Ninnescah Flats PPA. KMEA shall provide each monthly invoice by e-mail to the City on or before the last Business Day of the month.

6.2 Timing and Method of Payments. City shall pay the invoiced amount by the last Business Day of the month (provided, however, that the City shall not have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to KMEA's bank account in accordance with the instructions provided in writing by KMEA. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

6.3 True-Ups. To the extent any portion of a monthly invoice is based on KMEA's budget or other estimates or projections, KMEA shall true up the related charges as soon as practicable after it has the necessary information regarding actual costs. Any overpayments by City shall be credited on the next invoice provided to City, and any underpayments shall be added to the next invoice provided to City.

6.4 Disputes. If City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to KMEA. Any such protest shall be subject to the limitations set forth in Section 6.6. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

6.5 Audits. Not more than once a year, one or more of the Participants may conduct an audit of (i) records maintained by KMEA in connection with the Ninnescah Flats Solar Project, and (ii) all costs charged to each Participant. If City wishes to initiate such an audit, it shall offer the other Participants the opportunity to participate. The costs of such audits shall be borne by the Participants that agree to participate in the audit, either directly or through reimbursement to KMEA. KMEA shall cooperate with one such audit in any given twelve-month period, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

6.6 Restriction on Challenges. No challenge may be raised by the City with respect to the validity of costs incurred by KMEA under the KMEA-Ninnescah Flats PPA (including challenges to the correctness and/or prudence of such costs) except to the extent that KMEA can in turn raise the challenge under the KMEA-Ninnescah Flats PPA, and the resolution of any such challenge under the KMEA-Ninnescah Flats PPA shall be dispositive as between City and KMEA.

6.7 Pass-Through of Refunds or Damages. If, pursuant to the KMEA-Ninnescah Flats PPA, KMEA receives any refund or payment for damages (as opposed to credits against its monthly bills, which will simply reduce KMEA's costs to be passed through to City hereunder) of any of its Ninnescah Flats Solar Project costs, it shall promptly pay to City an allocable share of such refund

or damages based on the same methodology and percentage or billing determinant(s) that were originally used to collect from City the charges to which the refund relates.

6.8 Future Prepay Agreements. In the event that KMEA participates in a future prepay agreement, any discount associated with that prepay will be netted against the City's cost responsibility identified in Section 5.2.

ARTICLE SEVEN: INFORMATION REGARDING NINNESCAH FLATS SOLAR PROJECT

7.1 Provision of Information on Ninnescah Flats Solar Project. KMEA will make reasonable efforts to obtain any specific Facility information requested by City regarding the Ninnescah Flats Solar Project.

7.2 KMEA Budget. KMEA's annual budget will include allocations to the Ninnescah Flats Solar Project. City shall have the right to review and have input on the KMEA budget via the KMEA Board of Directors.

7.3 Confidentiality. The Parties recognize that some or all of the information provided by KMEA to City hereunder, either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the KMEA-Ninnescah Flats PPA. City hereby agrees to abide by all such restrictions on the use of confidential information it obtains hereunder. The confidentiality provisions of the KMEA-Ninnescah Flats PPA are set forth in Schedule 7.3 attached hereto and made a part hereof by reference. If any subsequent amendment to the KMEA-Ninnescah Flats PPA modifies such provisions, Schedule 7.3 shall be deemed to be automatically amended to reflect the then-current confidentiality provisions. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable Kansas laws on open records and open meetings.

ARTICLE EIGHT: LIABILITY AND INDEMNIFICATION

8.1 General Indemnification of KMEA. City expressly agrees, proportionate to the City's Percentage and to the fullest extent permitted by law, to indemnify, hold harmless and defend KMEA against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the KMEA-Ninnescah Flats PPA, KMEA's participation in the Ninnescah Flats Solar Project, and/or the generation, transmission or distribution of capacity and energy from the Facility, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of KMEA or its employees acting within the course and scope of their employment.

8.2 Waiver of Indirect Damages. To the fullest extent permitted by law, neither Party shall be liable to the other for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

8.3 Waiver of Sovereign Tort Immunity. Nothing herein shall be construed as a waiver by City of the sovereign tort immunity granted to City under the laws of the State.

ARTICLE NINE: ASSIGNMENT

9.1 General Limitations on Transfers. Except as otherwise provided in this Article Nine, neither Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, “Transfer”) all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any such Transfer in contravention of this Article Nine shall be null and void *ab initio*. For purposes of this Section 9.1, any ground that is reasonably likely to have an adverse effect on the non-transferring Party may constitute a ground for withholding or conditioning its consent and shall be described to the Transferor in reasonable detail if consent is denied.

9.2 Notice of Proposed Transfer. If a Party desires to Transfer its interest in this Agreement, then no less than sixty (60) days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

9.3 Transfers by KMEA.

(a) In connection with any Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any Person into which KMEA is merged or that otherwise acquires or succeeds to the entirety of KMEA’s business, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such Person. KMEA shall not be required to obtain City’s consent for any such Transfer (provided, however, that nothing in this Section 9.3(a) shall affect the rights of City with respect to any vote of the KMEA Board of Directors regarding the proposed merger or other transaction of which the Transfer is a part).

(b) Any other Transfer by KMEA of its Ninnescah Flats Solar Entitlement to any successor or assignee shall require the consent of all Participants. In connection with any such assignment, KMEA shall assign this Agreement and Transfer all of its rights and obligations hereunder to such successor or assignee.

9.4 Transfers by City. If City proposes to Transfer its interest in this Agreement, KMEA shall have the right to terminate this Agreement effective as of the proposed Transfer date, with the result that KMEA re-acquires the rights to the City Entitlement, and that City is released from its obligations hereunder. If KMEA chooses to exercise this right, it shall provide notice of its election to City no later than thirty (30) days after receiving the notice provided by City pursuant to Section 9.2. If KMEA chooses not to exercise this right, the proposed Transfer may go forward if KMEA consents. The Parties acknowledge and agree that any such consent may reasonably be conditioned on such matters as the Transferee’s creditworthiness. If City Transfers any portion of its participation interest in the Ninnescah Flats Solar Project to another Person or if KMEA exercises its option to terminate this Agreement and re-acquire the rights to the City Entitlement, KMEA shall prepare a revised Schedule 4.1 reflecting the current Participant identities and, where applicable, the revised City Entitlements and City Percentages of all Participants.

9.5 Conditions Required for Permitted Transfers. As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

ARTICLE TEN: DISPUTE RESOLUTION

10.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

10.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 10.1.

10.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

10.4 Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 10.5, be resolved solely and exclusively by binding arbitration, using the following procedures (absent agreement of the Parties to different procedures).

- (a) The arbitration shall be conducted before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Party seeking relief from the other Party shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

- (b) Unless the dispute uniquely affects just one Participant, each other Participant that is affected by the dispute shall, for purposes of a particular arbitration, declare which Party it supports. In applying the provisions of this Section 10.4, each reference to a "Party" will be deemed to include all aligned Participants, and the aligned parties shall act in a collective manner to exercise their rights and fulfill their obligations hereunder. A Participant that elects not to participate will nonetheless be bound by the outcome of the arbitration.

- (c) Arbitration shall be held in Johnson County, Kansas. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq. Notwithstanding references herein to use of the AAA Commercial Arbitration Rules and possible AAA

selection of arbitrators, it is not the Parties' intention to require use of AAA or any other organization to administer any arbitration.

(d) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within ten (10) days of the receipt of the Demand, or if such Party fails to make such selection within ten (10) days from the receipt of the Demand, the AAA shall make such appointment upon the written request of the other Party. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the AAA shall make such appointment.

(e) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(f) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(g) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to (1) consider or award any form of damages barred by Section 8.2, or any other multiple or enhanced damages, whether under statutory or common law, or (2) require any modifications to this Agreement.

(h) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 10.4 or an arbitration award.

10.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

ARTICLE ELEVEN: DEFAULT AND REMEDIES

11.1 Events of Default. The following shall be Events of Default under this Agreement:

(a) The failure of City to make a payment when due under this Agreement (a "Payment Default"); or

(b) Assignment of this Agreement by City other than as permitted pursuant to Article Nine or any other action or omission by City that would cause KMEA to be in breach of any provision of the KMEA-Ninnescah Flats PPA; or

(c) The failure of a Party to perform or abide by any other material obligation under this Agreement within 60 days of receipt of written notice of non-performance; *provided, however*, that if such default cannot be cured within such

60-day period, no Event of Default shall occur for so long as the non-performing Party is diligently pursuing a cure, and such non-performance is curable; or

(d) The commencement, with respect to a Party, by such Party or by another person or entity of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation.

11.2 Remedies. If a Party fails to perform or breaches any of its material obligations under this Agreement, then the non-defaulting Party shall be entitled to exercise all remedies available to it at law or in equity (except as limited in Section 8.2 and Section 11.5, and subject to the provisions of Section 10.4). The Parties acknowledge and agree that monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, the non-defaulting Party shall have the right to specific performance by the defaulting Party of such obligations under this Agreement.

11.3 Suspension of City Entitlement. If City has committed a Payment Default, KMEA may temporarily suspend City's right to receive its City Entitlement and the associated City Percentage of revenues and benefits. Such suspension shall continue until the earlier of (i) City shall have cured such Payment Default or (ii) City's project share has been permanently transferred or sold.

11.4 Termination of Participation. If at any time City fails to cure a Payment Default within sixty (60) days after notice of City's non-payment has been provided by KMEA, City's participation in the Ninnescah Flats Solar Project shall immediately and permanently be terminated; provided, however, City's obligation to make payments under this Agreement shall not be eliminated or reduced. KMEA shall promptly provide notice of any such termination to all Participants.

11.5 No Termination by City. In response to any Event of Default by KMEA, City shall not have the right to terminate this Agreement.

11.6 No Liability of KMEA Relating to Provision of Information. Notwithstanding any provision to the contrary contained in this Agreement, the Parties acknowledge and agree that KMEA shall not be liable for monetary damages to City arising from or in connection with any reports, notices, certificates, documents, information or data of any kind or nature (whether or not prepared by or on behalf of KMEA) provided to City pursuant to or in connection with this Agreement.

ARTICLE TWELVE: REPRESENTATIONS AND WARRANTIES

12.1 KMEA's Representations. KMEA hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

(a) KMEA is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by KMEA of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of KMEA, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of KMEA, threatened action or proceeding affecting KMEA before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, KMEA's sole continuing covenant with respect to this Section 12.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

12.2 City's Representations. City hereby makes the following representations, warranties and covenants to KMEA as of the Effective Date and through the end of the Term:

(a) City is a municipal corporation of the State, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.

(c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 12.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a Member of KMEA.

(f) City will establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility.

(g) The obligations of City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. The City shall not be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. The City shall not issue

any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

(h) The City covenants to maintain its electric system in good repair in accordance with Good Utility Practice, to cooperate with KMEA, and to keep accurate records and accounts.

(i) The City shall not sell, lease or otherwise dispose of all or substantially all of its electric system, nor shall the City assign all or any part of its City Entitlement or any or all of its interests under this Agreement, except upon the approval of KMEA pursuant to Article 9, such approval not to be unreasonably withheld or delayed.

(j) City's electric utility system shall not be made a part of an integrated utility system subsequent to the Effective Date of this Agreement if, in the opinion of a consulting engineer of national reputation selected by KMEA, the revenues of any other utility system(s) to be so integrated would not reasonably be expected to equal or exceed the costs and expenses thereof.

ARTICLE THIRTEEN: CREDITWORTHINESS

City shall provide such financial information and operating data as KMEA is required to obtain from City under the KMEA-Ninnescah Flats PPA or any rules or regulations applicable to KMEA related to the Ninnescah Flats Solar Project.

ARTICLE FOURTEEN: MISCELLANEOUS

14.1 Applicable Law. The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State, without regard to conflicts of law doctrines.

14.2 Jury Trial. Each of the Parties waives to the fullest extent permitted by law any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this Agreement and agrees that any such action or proceeding shall be tried before a court and not before a jury.

14.3 Notices. Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), or (c) above shall be addressed as follows, or to such other address as any Party may designate by written notice to the other Parties.

For notice to KMEA:

Kansas Municipal Energy Agency
6300 West 95th Street
Overland Park, KS 66212
Email: mahlberg@kmea.com

Attention: General Manager

For notice to City:

City of Garnett, Kansas
131 W 5th Ave
P.O. Box H
Garnett, KS 66032

Attention: City Clerk

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

14.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.6 Parties Bound. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

14.7 Third-Party Beneficiaries. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

14.8 Entire Agreement. This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

14.9 Headings and Table of Contents. Section headings and the table of contents used in this Agreement (including headings used in any schedules and/or exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

14.10 Schedules and Exhibits. The schedules and exhibits hereto, together with all attachments referenced therein, are incorporated herein by reference and made a part hereof.

14.11 Amendments and Waivers.

(a) Except as expressly provided with respect to updates of Schedules 4.1 and 7.3, this Agreement may not be amended, supplemented or otherwise modified, other than pursuant to an instrument or instruments in writing executed by the Parties.

(b) No waiver by either Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any

other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of either Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

14.12 Survival. Except for Section 4.1, Articles Five and Six (to the extent applicable to obligations arising prior to termination), the confidentiality requirements in Article 7.3, and Articles Eight, Ten and Eleven, which shall survive termination of this Agreement, and except as otherwise expressly provided in this Agreement, the representations, warranties and obligations of each Party contained in this Agreement shall not survive the termination of this Agreement either in its entirety or as to a particular Party in accordance with its terms.

14.13 Further Assurances. Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by the other Party, all as may be reasonably necessary to carry out the purposes of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

KANSAS MUNICIPAL ENERGY AGENCY

By: _____
Name: Paul N. Mahlberg
Title: General Manager
Dated: _____

CITY OF GARNETT

By: _____
Name: _____
Title: Mayor

[SEAL]

Attest: _____
Name: _____
Title: City Clerk
Dated: _____

SCHEDULE 4.1

CITY	CITY ENTITLEMENT (Megawatts)	CITY PERCENTAGE
City A	—	____%
City B	—	____%
City C	—	____%
City D	—	____%
City E	—	____%
City F	—	____%
City G	—	____%
City H	—	____%
City Z	—	____%
TOTALS	—	100.000%

[This Schedule 4.1 will be provided after all City Participants have been determined.]

SCHEDULE 7.3

CONFIDENTIALITY

Obligation of Confidentiality. Each Party shall hold in confidence all Confidential Information of the other Party. The obligation of confidentiality extends to all Confidential Information, whether exchanged orally or in written or electronic form, and whether or not designated at the time exchanged as confidential. The obligations of the Parties hereunder shall survive for a period of three (3) years following termination or expiration of this Agreement.

Permitted Disclosure. Each Party has the right to disclose Confidential Information of the other Party to (i) a Governmental Authority or any person filing an open records request under the Kansas Open Records Act (Kan. Stat. Ann. § 45-214 et seq.) to the extent such disclosing Party determines, in its reasonable judgment, such disclosure to be legally required by the Governmental Authority or Applicable Law on the condition that, if appropriate, commercially reasonable efforts are undertaken to receive confidential treatment by such Governmental Authority; (ii) its advisors, auditors, legal counsel, and insurers; (iii) its Affiliates and its and their respective officers, directors, members, managers, employees and agents that have a need to know such information; (iv) its service providers to the extent required in connection with the performance of its obligations hereunder; (v) its partners, investors, lenders and bona fide potential investors and lenders; and (vi) bona fide potential purchasers and their representatives of an interest in the receiving Party or, with respect to Seller, the Facility.

Liability for Breach. Each Party, as the receiving Party, is liable for any failure by a recipient of Confidential Information disclosed by the receiving Party (other than a Governmental Authority or person provided such Confidential Information pursuant to a Kansas Open Records Act request) to maintain the confidentiality of such Confidential Information in accordance with the requirements of this Section.

Remedies. The Parties are entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the confidentiality obligations contained herein.

Prior Agreements. To the extent that (i) the Parties are party to any confidentiality or non-disclosure agreement related to the subject matter of this Agreement, any such agreement between the Parties is replaced by the confidentiality provisions of this Section, and (ii) the Parties are otherwise bound by or subject to the terms of an agreement regarding confidentiality or non-disclosure, as between the Parties, such other agreement will no longer apply to this Agreement, and the obligations of the Parties regarding confidentiality will instead be replaced by the obligations under this Section.

“Confidential Information” means information provided by one Party to the other in connection with this Agreement including (i) this Agreement (which is the Confidential Information of both Parties), including the pricing and other commercial terms hereof; (ii) the content of documents, ideas, business methods, finances, prices, business plans, financial development plans, manpower plans, customer lists or details, computer systems, software, know-how, trade secrets or other matters of the disclosing Party; and (iii) other information related to or disclosed in connection with this Agreement. Notwithstanding the foregoing, “Confidential Information” does not include information that (x) at the time of disclosure is, or thereafter becomes, generally available to, or known by, the public other than as a result of a disclosure by the receiving Party or its representatives in violation of this Agreement; (y) was provided to the receiving Party from a source other than the disclosing Party not known to be subject to any confidentiality obligation to the disclosing Party; or (z) was otherwise independently acquired or developed by the receiving Party

without reference to the Confidential Information of the disclosing Party or otherwise violating its obligations under this Agreement.

“Governmental Authority” means any federal or state government, political subdivision thereof, or regulatory or quasi-regulatory authority, including SPP, NERC, applicable regional reliability organization, and any municipality, township or county, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any Person owned or controlled by any of the foregoing.

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY OF GARNETT KANSAS, AUTHORIZING THE EXECUTION OF THE NINNESCAH FLATS SOLAR PROJECT AGREEMENT BETWEEN THE CITY OF GARNETT KANSAS, AND THE KANSAS MUNICIPAL ENERGY AGENCY; AND MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Kansas Municipal Energy Agency (“KMEA”) is a municipal energy agency organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, the City of Garnett, Kansas (the “City”) owns or operates a utility furnishing electricity (the “System”) and the City is a member in good standing of KMEA; and

WHEREAS, the City is authorized to enter into contracts for the supply of electricity from any person, firm, corporation or other municipality for a period not in excess of forty (40) years under K.S.A. 12-825j; and

WHEREAS, KMEA has or expects to enter into a Power Purchase Agreement (the "Purchase Agreement") to purchase up to 90 MW of electric energy, capacity benefits, ancillary services, and excluding environmental attributes related thereto (collectively, the "Energy") from the Ninnescah Flats Solar Facility in Pratt County, Kansas (the "Facility"); and

WHEREAS, KMEA and certain member cities, including the City, desire to form a project, through which member cities who wish to participate will purchase a portion of the Energy from KMEA; and

WHEREAS, City desires to participate in the Ninnescah Flats Solar Project, pursuant to the terms and conditions set forth in the Ninnescah Flats Solar Project Agreement (the "Ninnescah Flats Agreement"), in substantially the form presented to the governing body with this Resolution;

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

Section 1. Approval. The Ninnescah Flatts Agreement is hereby approved in substantially the form presented to the governing body this date.

Section 2. Pledge of Revenues; Obligation to Make Payments. The governing body of the City hereby pledges the gross revenues (the "Revenues") of the City's electric utility system (the “System”) to the City's payment obligations under the Ninnescah Flats Agreement. The payments by the City for electricity under the Ninnescah Flats Agreement shall constitute operating expenses of the System. The obligation of the City to make payments to KMEA under the Ninnescah Flats Agreement, whether or not reduced to judgment, shall not constitute general obligations of the City, and the City shall not be required to make such payments from any source other than the Revenues of the System.

Section 3. Rate Covenant. The City will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, including all repairs, alterations, extensions, reconstructions, enlargements or improvements thereto hereafter constructed or acquired by the City, as will produce Revenues sufficient to (a) pay all operating expenses of the System, including the obligation to make

the payments required by the Ninnescah Flats Agreement; (b) pay the principal of and interest on all the bonds and any other indebtedness of the System (the "System Indebtedness") as and when the same become due; and (c) provide reasonable and adequate reserves to satisfy covenants in the resolutions authorizing System Indebtedness and for the general protection and benefit of the System.

Section 4. Execution of Ninnescah Flats Agreement. The Mayor and Clerk are hereby authorized to execute the Ninnescah Flats Agreement in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, such official's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Mayor and Clerk are authorized and directed to execute any and all other documents or certificates necessary to effect the purposes set forth in this Resolution and the Ninnescah Flats Agreement.

Section 5. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

PASSED by the governing body of the City and signed by the Mayor this ____ day of _____, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk

SECTION 16-15 SHIPPING CONTAINERS

16-1501. Definition. Shipping containers, also known as cargo or storage containers are enclosed boxes of standardized size used for intermodal transport. They are originally or specifically designed or used to store goods or merchandise during shipping by container ships, rail or other types of transportation, but have no attached wheel assemblies or chassis. Shipping containers are not dwellings.

16-1502. Regulations Governing Shipping Containers.

- a. Containers: Shipping containers shall not be stored on any premises zoned for residential uses for more than ten (10) days in any one (1) calendar year unless the yard setbacks of the underlying zoning district are maintained and one (1) or more of the following conditions are met:

1. Screening by one (1) or more of the following:
 - (a) A permanent primary or accessory structure;
 - (b) Landscaping or other vegetation that provides year-round screening;
 - (c) Masonry walls or wooden privacy fences;
 - (d) Berms or other screening provided by changes in topography.
2. Shipping containers are permitted pursuant to a conditional use permit.
3. They are located at a construction site for the duration of the construction project or one (1) year, whichever occurs first. Units are to be removed within sixty (60) days of the issuance of the Certificate of Occupancy. Time extensions may be requested for extenuating circumstances.
4. They are for short-term, temporary use as part of a natural disaster recovery and clean-up effort, remodeling, fire damage repair, or moving.

The number of containers allowed at any one (1) time shall be limited to three (3), unless limited to fewer or allowed more by a conditional use permit. Containers used solely for agricultural purposes and located on property used primarily for agricultural purposes are exempt from these requirements. Any modification to a container, including attachment to utilities, shall require compliance with all building codes and other applicable code requirements including the removal of all signage.

- b. Repurposing of Shipping Containers. Containers may be repurposed and used as building material for permitted uses in all zoning districts, subject

to the requirements of these Regulations, including but not limited to zoning, building, sanitation, fire, etc. This includes, but is not limited to, storage containers that are modified with plumbing and/or electrical services.

16-1503. Nonconforming Shipping Containers. Any legal shipping container which is nonconforming to these Regulations may continue, however if removed for any reason no other shipping container may be put in place of the removed container unless it is in compliance with these Regulations.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
REVENUES	GENERAL	GUFFEY PROPERTIES LLC	2024 4TH QTR CID	7,708.56
			TOTAL:	7,708.56
GOVERNMENT ADMINISTRAT	GENERAL	BG CONSULTANTS, INC.	BG CONSULTANTS -- POOL	846.00
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	11.64
			KITCHEN/JANITORIAL	16.25
		KNIGHT OF COLUMBUS GARNETT	RENT HALL FOR DECEMBER 202	400.00
		JONES, BRANDON L	NOVEMBER DOCKET	1,300.00
		DAZZEE IT SERVICES	DECEMBER SECURITY	995.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	730.06
			HARDWARE SUPPORT/MAINT	133.67
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	227.53
			FILTERS	81.86
			TOTAL:	4,742.01
COMMUNITY DEVELOPMENT	GENERAL	COUNTY DISTRIBUTING CO., INC.	FLAGS (5) CUSTOM	262.50
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	4.99
			KITCHEN/JANITORIAL	6.27
			KITCHEN/JANITORIAL	0.40
		HART, TROY	JUNCTION BOD FOR SPEAKERS	74.68
		VICTORY PYROTECHNICS & SPECIAL EFFECTS	2025 PROJECT#2852132774	5,736.27
		ST LUKES HEALTH SYSTEM	D WILSON DRUG TEST	115.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	243.35
			HARDWARE SUPPORT/MAINT	80.20
			HARDWARE SUPPORT/MAINT	80.20
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	63.84
			FALL MAINT	81.85
			FILTERS	20.46
		WELLER, BRIAN	SIDEWALK RENOVATION	1,624.00
			TOTAL:	8,394.01
PARKS, RECREATION & CE	GENERAL	DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	1.98
		WISE, CLIFTON	DONNA HARRIS PARK JULY - N	310.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	648.94
			HARDWARE SUPPORT/MAINT	26.73
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	763.62
			FILTERS	20.46
			TOTAL:	1,771.73
STREET & STORMWATER	GENERAL	DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	6.65
		SNAP-ON CREDIT LLC	DEC FEES	46.75
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	324.47
			HARDWARE SUPPORT/MAINT	106.92
		VERMEER GREAT PLAINS	BOWL 5IN/GASKET	6.24
			TOTAL:	491.03
LIBRARY	LIBRARY	TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	567.82
			HARDWARE SUPPORT/MAINT	213.87
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	245.54
			TOTAL:	1,027.23
FIRE DEPARTMENT	PUBLIC SAFETY	MFA OIL CO - PETRO CARD 24	FIRE FUEL	151.82
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	81.12
			HARDWARE SUPPORT/MAINT	213.87
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	245.54
			TOTAL:	692.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIER	10.52
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	8.31
		LEXIPOL, LLC	ANNUAL POLICY MANUAL/DAILY	4,902.28
		MFA OIL CO - PETRO CARD 24	POLICE FUEL	1,959.60
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	648.94
			HARDWARE SUPPORT/MAINT	106.93
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	81.85
			FILTERS	20.46
			TOTAL:	7,738.89
SPECIAL HIGHWAY	SPECIAL HIGHWAY	WHITAKER AGGREGATES, INC.	CRUSHER RUN	217.73
			TOTAL:	217.73
TOURISM	TOURISM	ANDERSON CO CORN FESTIVAL, INC.	2024 TGT CORNSTOCK	8,500.00
		GARNETT COMMUNITY FOUNDATION	2024 TGT FLYWHEELERS	2,194.00
		LAKE GARNETT GRAND PRIX REVIVAL INC	TGT GRAND PRIX 2024	4,500.00
			TOTAL:	15,194.00
ELECTRIC PRODUCTION	ELECTRIC	BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	642.55
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	405.59
			HARDWARE SUPPORT/MAINT	106.93
			TOTAL:	1,155.07
ELECTRIC DISTRIBUTION	ELECTRIC	ANDERSON CO TREASURER	2024 REAL ESTATE 901 S OAK	99.21
		ANIXTER, INC.	SOCKETS (2) LINE (25)	844.64
			SOCKETS (2) LINE (25)	138.50
		BORDER STATES INDUSTRIES, INC	METERS (3)	195.20
			METERS (12)	1,819.58
		HAMPEL OIL DISTRIBUTORS, INC.	DIESEL EXH FLUID 55 GAL	42.95
		MANNECO, INC.	700' CHRISTMAS LIGHTS	2,495.62
		STANION WHOLESALE ELECT. CO.	METERS (6)/WIRE/LIGHTING	298.44
			METERS (6)/WIRE/LIGHTING	345.40
			METERS (6)/WIRE/LIGHTING	512.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	324.47
			HARDWARE SUPPORT/MAINT	26.73
		VERMEER GREAT PLAINS	BOWL 5IN/GASKET	6.25
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	81.85
			FALL MAINT	81.85
			FALL MAINT	81.85
			TOTAL:	7,394.54
GAS	GAS	ANDERSON CO TREASURER	2024 REAL ESTATE 901 S OAK	99.21
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	0.40
		ENCORE ENERGY SERVICES, INC	SWAP FOR OCTOBER	21,600.00
		FIDELIS ENERGY GROUP, LLC	GAS PURCHASE	8,331.25
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	121.68
			HARDWARE SUPPORT/MAINT	40.10
		VERMEER GREAT PLAINS	BOWL 5IN/GASKET	6.25
			TOTAL:	30,198.89
SANITATION	SANITATION	ANDERSON CO TREASURER	2024 REAL ESTATE 901 S OAK	99.21
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	0.40
		HAMPEL OIL DISTRIBUTORS, INC.	DIESEL EXH FLUID 55 GAL	171.79
		ST LUKES HEALTH SYSTEM	D REYNOLDS DRUG TEST	138.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	324.47
			HARDWARE SUPPORT/MAINT	53.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	787.34
WASTEWATER	WASTEWATER	DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	0.40
		KDHE - BUREAU OF WATER	PERMIT KS0096377/M-MC13-OO	185.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	162.24
		USA BLUEBOOK- HD SUPPLY	CREDIT RETURN FROM 8.2024	56.50
		VERMEER GREAT PLAINS	BOWL 5IN/GASKET	6.24
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	81.85
			TOTAL:	492.23
WATER	WATER	ANDERSON CO TREASURER	2024 REAL ESTATE 901 S OAK	99.21
		DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	0.40
		EUROFINS EATON ANALYTICAL, INC	CHLORITE	84.00
		OLATHE WINWATER WORKS CO.	ALPHA A-9 (3)	2,220.00
		SURVEYING AND MAPPING LLC	ANNUAL GIS WEB MAINT	3,600.00
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	121.67
			EMPLOYEE LICENSE/SUB/TEMP	162.25
			HARDWARE SUPPORT/MAINT	40.10
		VERMEER GREAT PLAINS	BOWL 5IN/GASKET	6.24
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	81.85
			TOTAL:	6,415.72
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	1.66
			KITCHEN/JANITORIAL	2.00
		MILLS, JESSICA	REIMB TRAVEL MEAL	16.60
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	81.12
			HARDWARE SUPPORT/MAINT	53.47
		WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	9.00
			FILTERS	20.46
			TOTAL:	184.31
PARKSIDE #1	PARKSIDE #1	HD SUPPLY, INC	FAUCET/FILTER BOX, ETC	147.18
			P-TRAP (4)	6.47
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	108.16
			HARDWARE SUPPORT/MAINT	53.46
		WOLKEN PLBG. & ELECTRIC, INC.	SERV CALL THERMOSTAT	109.00
			TOTAL:	424.27
PARKSIDE #2	PARKSIDE #2	HD SUPPLY, INC	FAUCET/FILTER BOX, ETC	147.18
			P-TRAP (4)	6.47
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	108.16
			HARDWARE SUPPORT/MAINT	53.47
			TOTAL:	315.28
PARK PLAZA NORTH	PARK PLAZA NORTH	HD SUPPLY, INC	FAUCET/FILTER BOX, ETC	147.17
			P-TRAP (4)	6.46
		TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	108.15
			HARDWARE SUPPORT/MAINT	53.47
			TOTAL:	315.25
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	ANDERSON CO TREASURER	2024 REAL ESTATE 1404 E 4	2,447.96
			2024 REAL ESTATE E 4TH	115.66
		GARVER, LLC	AIRPORT LAND ACQUISITION	900.00
		SNAVELY, DONNA	REPAIR WALL/PAINT FREIGHT	850.00
			TOTAL:	4,313.62

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
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===== FUND TOTALS =====				
101	GENERAL		23,107.34	
104	LIBRARY		1,027.23	
105	PUBLIC SAFETY		8,431.24	
106	SPECIAL HIGHWAY		217.73	
107	TOURISM		15,194.00	
109	ELECTRIC		8,549.61	
110	GAS		30,198.89	
111	SANITATION		787.34	
112	WASTEWATER		492.23	
113	WATER		6,415.72	
114	ECONOMIC DEVELOPMENT		184.31	
115	PARKSIDE #1		424.27	
116	PARKSIDE #2		315.28	
117	PARK PLAZA NORTH		315.25	
118	CAPITAL IMPROVEMENT		4,313.62	

GRAND TOTAL:			99,974.06	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ANDERSON CO CORN FESTIVAL, INC.	2024 TGT CORNSTOCK	TOURISM	TOURISM	8,500.00_
			TOTAL:	8,500.00_
ANDERSON CO TREASURER	2024 REAL ESTATE 901 S OAK	ELECTRIC	ELECTRIC DISTRIBUTION	99.21
	2024 REAL ESTATE 901 S OAK	GAS	GAS	99.21
	2024 REAL ESTATE 901 S OAK	SANITATION	SANITATION	99.21
	2024 REAL ESTATE 901 S OAK	WATER	WATER	99.21
	2024 REAL ESTATE 1404 E 4	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	2,447.96
	2024 REAL ESTATE E 4TH	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	115.66_
			TOTAL:	2,960.46_
ANIXTER, INC.	SOCKETS (2) LINE(25)	ELECTRIC	ELECTRIC DISTRIBUTION	844.64
	SOCKETS (2) LINE(25)	ELECTRIC	ELECTRIC DISTRIBUTION	138.50_
			TOTAL:	983.14_
BG CONSULTANTS, INC.	BG CONSULTANTS -- POOL	GENERAL	GOVERNMENT ADMINISTRAT	846.00_
			TOTAL:	846.00_
BORDER STATES INDUSTRIES, INC	METERS(3)	ELECTRIC	ELECTRIC DISTRIBUTION	195.20
	METERS (12)	ELECTRIC	ELECTRIC DISTRIBUTION	1,819.58_
			TOTAL:	2,014.78_
BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	642.55_
			TOTAL:	642.55_
COUNTY DISTRIBUTING CO., INC.	FLAGS (5) CUSTOM	GENERAL	COMMUNITY DEVELOPMENT	262.50_
			TOTAL:	262.50_
DAZZEE IT SERVICES	DECEMBER SECURITY	GENERAL	GOVERNMENT ADMINISTRAT	995.00_
			TOTAL:	995.00_
DIGITAL CONNECTIONS, INC.	POLICE COPIER	PUBLIC SAFETY	POLICE DEPARTMENT	10.52_
			TOTAL:	10.52_
DOLLAR GENERAL CORPORATION	KITCHEN/JANITORIAL	GENERAL	GOVERNMENT ADMINISTRAT	11.64
	KITCHEN/JANITORIAL	GENERAL	GOVERNMENT ADMINISTRAT	16.25
	KITCHEN/JANITORIAL	GENERAL	COMMUNITY DEVELOPMENT	4.99
	KITCHEN/JANITORIAL	GENERAL	COMMUNITY DEVELOPMENT	6.27
	KITCHEN/JANITORIAL	GENERAL	COMMUNITY DEVELOPMENT	0.40
	KITCHEN/JANITORIAL	GENERAL	PARKS, RECREATION & CE	1.98
	KITCHEN/JANITORIAL	GENERAL	STREET & STORMWATER	6.65
	KITCHEN/JANITORIAL	PUBLIC SAFETY	POLICE DEPARTMENT	8.31
	KITCHEN/JANITORIAL	GAS	GAS	0.40
	KITCHEN/JANITORIAL	SANITATION	SANITATION	0.40
	KITCHEN/JANITORIAL	WASTEWATER	WASTEWATER	0.40
	KITCHEN/JANITORIAL	WATER	WATER	0.40
	KITCHEN/JANITORIAL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	1.66
	KITCHEN/JANITORIAL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	2.00_
			TOTAL:	61.75_
ENCORE ENERGY SERVICES, INC	SWAP FOR OCTOBER	GAS	GAS	21,600.00_
			TOTAL:	21,600.00_
EUROFINS EATON ANALYTICAL, INC	CHLORITE	WATER	WATER	84.00_
			TOTAL:	84.00_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
FIDELIS ENERGY GROUP, LLC	GAS PURCHASE	GAS	GAS	8,331.25_
			TOTAL:	8,331.25_
GARNETT COMMUNITY FOUNDATION	2024 TGT FLYWHEELERS	TOURISM	TOURISM	2,194.00_
			TOTAL:	2,194.00_
GARVER, LLC	AIRPORT LAND ACQUISITION	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	900.00_
			TOTAL:	900.00_
GUFFEY PROPERTIES LLC	2024 4TH QTR CID	GENERAL	REVENUES	7,708.56_
			TOTAL:	7,708.56_
HAMPEL OIL DISTRIBUTORS, INC.	DIESEL EXH FLUID 55 GAL	ELECTRIC	ELECTRIC DISTRIBUTION	42.95_
	DIESEL EXH FLUID 55 GAL	SANITATION	SANITATION	171.79_
			TOTAL:	214.74_
HART, TROY	JUNCTION BOD FOR SPEAKERS	GENERAL	COMMUNITY DEVELOPMENT	74.68_
			TOTAL:	74.68_
HD SUPPLY, INC	FAUCET/FILTER BOX, ETC	PARKSIDE #1	PARKSIDE #1	147.18_
	P-TRAP (4)	PARKSIDE #1	PARKSIDE #1	6.47_
	FAUCET/FILTER BOX, ETC	PARKSIDE #2	PARKSIDE #2	147.18_
	P-TRAP (4)	PARKSIDE #2	PARKSIDE #2	6.47_
	FAUCET/FILTER BOX, ETC	PARK PLAZA NORTH	PARK PLAZA NORTH	147.17_
	P-TRAP (4)	PARK PLAZA NORTH	PARK PLAZA NORTH	6.46_
			TOTAL:	460.93_
JONES, BRANDON L	NOVEMBER DOCKET	GENERAL	GOVERNMENT ADMINISTRAT	1,300.00_
			TOTAL:	1,300.00_
KDHE - BUREAU OF WATER	PERMIT KS0096377/M-MC13-OO WASTEWATER		WASTEWATER	185.00_
			TOTAL:	185.00_
KNIGHT OF COLUMBUS GARNETT	RENT HALL FOR DECEMBER 202	GENERAL	GOVERNMENT ADMINISTRAT	400.00_
			TOTAL:	400.00_
LAKE GARNETT GRAND PRIX REVIVAL INC	TGT GRAND PRIX 2024	TOURISM	TOURISM	4,500.00_
			TOTAL:	4,500.00_
LEXIPOL, LLC	ANNUAL POLICY MANUAL/DAILY	PUBLIC SAFETY	POLICE DEPARTMENT	4,902.28_
			TOTAL:	4,902.28_
MANNECO, INC.	700' CHRISTMAS LIGHTS	ELECTRIC	ELECTRIC DISTRIBUTION	2,495.62_
			TOTAL:	2,495.62_
MFMA OIL CO - PETRO CARD 24	FIRE FUEL	PUBLIC SAFETY	FIRE DEPARTMENT	151.82_
	POLICE FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	1,959.60_
			TOTAL:	2,111.42_
MILLS, JESSICA	REIMB TRAVEL MEAL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	16.60_
			TOTAL:	16.60_
OLATHE WINWATER WORKS CO.	ALPHA A-9 (3)	WATER	WATER	2,220.00_
			TOTAL:	2,220.00_
SNAP-ON CREDIT LLC	DEC FEES	GENERAL	STREET & STORMWATER	46.75_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	46.75
SNARELY, DONNA	REPAIR WALL/PAINT FREIGHT	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	850.00
			TOTAL:	850.00
ST LUKES HEALTH SYSTEM	D WILSON DRUG TEST	GENERAL	COMMUNITY DEVELOPMENT	115.00
	D REYNOLDS DRUG TEST	SANITATION	SANITATION	138.00
			TOTAL:	253.00
STANION WHOLESALE ELECT. CO.	METERS (6)/WIRE/LIGHTING	ELECTRIC	ELECTRIC DISTRIBUTION	298.44
	METERS (6)/WIRE/LIGHTING	ELECTRIC	ELECTRIC DISTRIBUTION	345.40
	METERS (6)/WIRE/LIGHTING	ELECTRIC	ELECTRIC DISTRIBUTION	512.00
			TOTAL:	1,155.84
SURVEYING AND MAPPING LLC	ANNUAL GIS WEB MAINT	WATER	WATER	3,600.00
			TOTAL:	3,600.00
TIMECLOCK PLUS, LLC	EMPLOYEE LICENSE/SUB/TEMP	GENERAL	GOVERNMENT ADMINISTRAT	730.06
	HARDWARE SUPPORT/MAINT	GENERAL	GOVERNMENT ADMINISTRAT	133.67
	EMPLOYEE LICENSE/SUB/TEMP	GENERAL	COMMUNITY DEVELOPMENT	243.35
	HARDWARE SUPPORT/MAINT	GENERAL	COMMUNITY DEVELOPMENT	80.20
	HARDWARE SUPPORT/MAINT	GENERAL	COMMUNITY DEVELOPMENT	80.20
	EMPLOYEE LICENSE/SUB/TEMP	GENERAL	PARKS, RECREATION & CE	648.94
	HARDWARE SUPPORT/MAINT	GENERAL	PARKS, RECREATION & CE	26.73
	EMPLOYEE LICENSE/SUB/TEMP	GENERAL	STREET & STORMWATER	324.47
	HARDWARE SUPPORT/MAINT	GENERAL	STREET & STORMWATER	106.92
	EMPLOYEE LICENSE/SUB/TEMP	LIBRARY	LIBRARY	567.82
	HARDWARE SUPPORT/MAINT	LIBRARY	LIBRARY	213.87
	EMPLOYEE LICENSE/SUB/TEMP	PUBLIC SAFETY	FIRE DEPARTMENT	81.12
	HARDWARE SUPPORT/MAINT	PUBLIC SAFETY	FIRE DEPARTMENT	213.87
	EMPLOYEE LICENSE/SUB/TEMP	PUBLIC SAFETY	POLICE DEPARTMENT	648.94
	HARDWARE SUPPORT/MAINT	PUBLIC SAFETY	POLICE DEPARTMENT	106.93
	EMPLOYEE LICENSE/SUB/TEMP	ELECTRIC	ELECTRIC PRODUCTION	405.59
	HARDWARE SUPPORT/MAINT	ELECTRIC	ELECTRIC PRODUCTION	106.93
	EMPLOYEE LICENSE/SUB/TEMP	ELECTRIC	ELECTRIC DISTRIBUTION	324.47
	HARDWARE SUPPORT/MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	26.73
	EMPLOYEE LICENSE/SUB/TEMP	GAS	GAS	121.68
	HARDWARE SUPPORT/MAINT	GAS	GAS	40.10
	EMPLOYEE LICENSE/SUB/TEMP	SANITATION	SANITATION	324.47
	HARDWARE SUPPORT/MAINT	SANITATION	SANITATION	53.47
	EMPLOYEE LICENSE/SUB/TEMP	WASTEWATER	WASTEWATER	162.24
	EMPLOYEE LICENSE/SUB/TEMP	WATER	WATER	121.67
	EMPLOYEE LICENSE/SUB/TEMP	WATER	WATER	162.25
	HARDWARE SUPPORT/MAINT	WATER	WATER	40.10
	EMPLOYEE LICENSE/SUB/TEMP	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	81.12
	HARDWARE SUPPORT/MAINT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	53.47
	EMPLOYEE LICENSE/SUB/TEMP	PARKSIDE #1	PARKSIDE #1	108.16
	HARDWARE SUPPORT/MAINT	PARKSIDE #1	PARKSIDE #1	53.46
	EMPLOYEE LICENSE/SUB/TEMP	PARKSIDE #2	PARKSIDE #2	108.16
	HARDWARE SUPPORT/MAINT	PARKSIDE #2	PARKSIDE #2	53.47
	EMPLOYEE LICENSE/SUB/TEMP	PARK PLAZA NORTH	PARK PLAZA NORTH	108.15
	HARDWARE SUPPORT/MAINT	PARK PLAZA NORTH	PARK PLAZA NORTH	53.47
			TOTAL:	6,716.25
USA BLUEBOOK- HD SUPPLY	CREDIT RETURN FROM 8.2024	WASTEWATER	WASTEWATER	56.50
			TOTAL:	56.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
VERMEER GREAT PLAINS	BOWL 5IN/GASKET	GENERAL	STREET & STORMWATER	6.24
	BOWL 5IN/GASKET	ELECTRIC	ELECTRIC DISTRIBUTION	6.25
	BOWL 5IN/GASKET	GAS	GAS	6.25
	BOWL 5IN/GASKET	WASTEWATER	WASTEWATER	6.24
	BOWL 5IN/GASKET	WATER	WATER	6.24
			TOTAL:	31.22
VICTORY PYROTECHNICS & SPECIAL EFFECTS	2025 PROJECT#2852132774	GENERAL	COMMUNITY DEVELOPMENT	5,736.27
			TOTAL:	5,736.27
WELLER, BRIAN	SIDEWALK RENOVATION	GENERAL	COMMUNITY DEVELOPMENT	1,624.00
			TOTAL:	1,624.00
WHITAKER AGGREGATES, INC.	CRUSHER RUN	SPECIAL HIGHWAY	SPECIAL HIGHWAY	217.73
			TOTAL:	217.73
WISE, CLIFTON	DONNA HARRIS PARK JULY - N	GENERAL	PARKS, RECREATION & CE	310.00
			TOTAL:	310.00
WOLKEN PLBG. & ELECTRIC, INC.	FALL MAINT	GENERAL	GOVERNMENT ADMINISTRAT	227.53
	FILTERS	GENERAL	GOVERNMENT ADMINISTRAT	81.86
	FALL MAINT	GENERAL	COMMUNITY DEVELOPMENT	63.84
	FALL MAINT	GENERAL	COMMUNITY DEVELOPMENT	81.85
	FILTERS	GENERAL	COMMUNITY DEVELOPMENT	20.46
	FALL MAINT	GENERAL	PARKS, RECREATION & CE	763.62
	FILTERS	GENERAL	PARKS, RECREATION & CE	20.46
	FALL MAINT	LIBRARY	LIBRARY	245.54
	FALL MAINT	PUBLIC SAFETY	FIRE DEPARTMENT	245.54
	FALL MAINT	PUBLIC SAFETY	POLICE DEPARTMENT	81.85
	FILTERS	PUBLIC SAFETY	POLICE DEPARTMENT	20.46
	FALL MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	81.85
	FALL MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	81.85
	FALL MAINT	ELECTRIC	ELECTRIC DISTRIBUTION	81.85
	FALL MAINT	WASTEWATER	WASTEWATER	81.85
	FALL MAINT	WATER	WATER	81.85
	FALL MAINT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	9.00
	FILTERS	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	20.46
	SERV CALL THERMOSTAT	PARKSIDE #1	PARKSIDE #1	109.00
			TOTAL:	2,400.72

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
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===== FUND TOTALS =====				
101	GENERAL	23,107.34		
104	LIBRARY	1,027.23		
105	PUBLIC SAFETY	8,431.24		
106	SPECIAL HIGHWAY	217.73		
107	TOURISM	15,194.00		
109	ELECTRIC	8,549.61		
110	GAS	30,198.89		
111	SANITATION	787.34		
112	WASTEWATER	492.23		
113	WATER	6,415.72		
114	ECONOMIC DEVELOPMENT	184.31		
115	PARKSIDE #1	424.27		
116	PARKSIDE #2	315.28		
117	PARK PLAZA NORTH	315.25		
118	CAPITAL IMPROVEMENT	4,313.62		

	GRAND TOTAL:	99,974.06		

TOTAL PAGES: 5

BILLS: \$ 99,974.06
PAYROLL: \$116,797.40
TOTAL: \$216,771.46