



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

December 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, Stan Milliken, Hope Anthem 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 December 10, 2024, Regular City Commission Meeting.
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$306,784.26
 - V. **Regular Business**
 - A. Ninnescah Flats Solar Project Agreement – Sam Mills.
 - B. Consideration of Resolution 2024-12: Execution of the Ninnescah Flats Solar Project Agreement.
 - C. Consideration of Plan Review for 26150 US 169, Rickerson Pipeline.
 - D. Consideration of Cereal Malt Beverage Permit for RPCS/Country Mart.
 - E. Consideration of Ordinance 4268: Amendment relating to Operation of Work Site Utility Vehicles.
 - F. Consideration of Ordinance 4269: Allowing the Operation of Micro Utility Trucks within the City.
 - G. Consideration of Ordinance 4270: Amendment relating to Operation of Golf Carts.
 - H. Consideration of Ordinance 4271: Amendment relating to Collection and Disposal of Trash.
 - I. Consideration of Ordinance 4272: Amendment relating to Camping Rates.
 - J. Consideration of appointment of Cindy Ecclefield to the Airport Advisory Board.
 - K. Consideration of reappointment of Tom Horstick and Tarry Miller to the Airport Advisory Board.
 - L. Consideration of reappointment of Mike Norman, Burt Peterson, and Andy Frye to the Planning Commission/Board of Zoning Appeals.
 - M. Consideration of appointment of Mike Barnes to the Garnett Housing Authority Board.
 - N. Consideration of reappointment of Earl “Butch” Rockers to the Garnett Housing Authority Board.
 - O. Consideration of reappointment of Holly Byerley to the Anderson County Development Agency (ACDA) Board.
 - P. Consideration of reappointment of Lori Barcus to the Parks & Recreation Advisory Board.
 - Q. Consideration of reappointment of Jodie Beets and Krystal Baugher and/or appointment of Radhika Bhakta to the Tourism Advisory Board.
 - R. Consideration of appointment of Ann Michael to the Walker Art Committee.
 - S. Consideration of appointment of Brandie Cooney, and/or Amy Persinger, and/or Lucinda Hamilton, and/or Elizabeth Abraham to the Library Advisory Board.
 - VI. **Staff Updates**
 - VII. **Discussion Items**
 - VIII. **Informational Items**
 - A. The Garnett Senior Center Christmas Dinner, hosted by the Garnett Senior Center, will be held on December 25 at the Garnett Senior Center at 12:00 p.m.
 - B. Harvesters Emergency Food Distribution will be held on December 26th.
 - IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
 - X. **Signing of Approved City Documents**
 - XI. **Adjournment**

The Governing Body of the City of Garnett met in regular session on December 10, 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 absent.

CALL TO ORDER

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

The Pledge of Allegiance was recited.
Invocation, Scott King, Church of the Nazarene

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

No citizens present.

GOVERNING BODY COMMENTS

- *Commissioner Wiehl*

No comments

- *Commissioner Locke*

No comments

- *Mayor Cole*

Commented on how wonderful Donna Harris Park Christmas decorations look.

CONSENT AGENDA

- A. Approval of minutes from November 26, 2024, Regular City Commission Meeting.
- B. Approval of Semi-Monthly Bills and Payroll in the amount of \$202,912.60.
Commissioner Locke motioned to approve the Consent Agenda as presented.
Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

- A. **Ninnescah Flats Solar Project Agreement – Sam Mills.**
Sam Mills presented updates, answered questions on the Ninnescah Flats Solar Project
- B. **Consideration of Resolution 2024-12: Execution of the Ninnescah Flats Solar Project Agreement.**
Tabled
- C. **Water Plant update from McClure Engineering**
Coby Crowl with McClure Engineering presented and explained how the pilot study works, answered questions from Commissioners.
- D. **Dane Hicks – Questions/Discussion regarding draft City Commission Meeting Minutes.**
Commissioner Wiehl motioned to release unapproved Commission Minutes to Garnett Publishing, Inc. as early as completed. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY
- E. **Consideration of Cereal Malt Beverage permit for Family Dollar/Dollar Tree.**
- F. **Consideration of Cereal Malt Beverage permit for Leiszler Oil Company Short Stop #20**
- G. **Consideration of Cereal Malt Beverage permit for Leiszler Oil Company Short Stop #29**
- H. **Consideration of Cereal Malt Beverage permit for Pizza Hut**
- I. **Consideration of Cereal Malt Beverage permit for Casey's General Store**
- J. **Consideration of Cereal Malt Beverage permit for Mi-Fu**
Mayor Cole motioned to approve renewal for CMB License for Family Dollar/Dollar Tree, Leiszler Oil Company Short Stop #20 and #29, Pizza Hut, Casey's General Store and Mi-Fu.
Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

STAFF UPDATES

No staff updates

DISCUSSION ITEMS

A. Christmas Party Reminder

City Manager Wilson reminded Commissioners of the staff Christmas party.

INFORMATIONAL ITEMS

A. Santa’s Toy Shop, hosted by Shade N Shine and Everything Else, will be held at Shade N Shine on December 16th from 4:00pm to 8:00pm

B. City Offices will be closed December 24th and 25th as well as January 1st.

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

None

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

EXECUTIVE SESSION

No request

ADJOURNMENT

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

Meeting adjourned at 7:03 p.m.

Mayor

City Clerk

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.

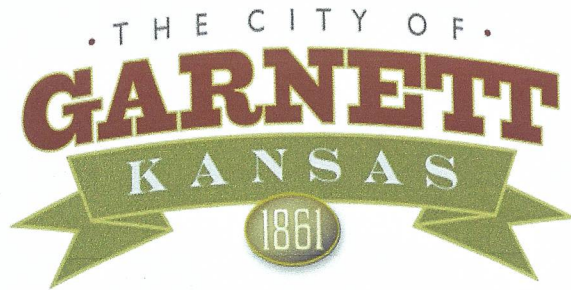
PASSED by the governing body of the City and signed by the Mayor this ____ day of _____, 2024.

(SEAL)

Mayor

ATTEST:

City Clerk



Small, Serene, Simply Garnett

December 17, 2024

Planning & Zoning Meeting

Rickerson Pipeline Plan Review

The property is properly zoned I1 for the use in which Mr. Rickerson is wanting to build the building for. Zoning Administrator Darin Wilson presented the plans to Planning and Zoning Commission for approval. Staff has reviewed the plans and recommends approval. The building meets all the setback requirements for the I1 district. The map has not been changed to show the proper zoning. There is an ordinance that was adopted passing the zoning change. Ordinance 4258 (see attached)

Mr. Peterson asked Mr. Rickerson when he wanted to start construction. Mr. Rickerson replied as soon as possible. He is planning to start moving dirt and would probably not start concrete work until next year after it starts warming up.

Mr. Peterson said that he likes to see growth in the community and made a motion to approve the plans. Mr. Norman seconded the motion. Mrs. Mersman asked if there was anymore discussion and called for a vote on the motion. Motion passed unanimously. 6-0

Darin Wilson

Building Official/Zoning Administrator

131 West 5th Avenue P.O. Box H, Garnett, KS 66032

Planning & Zoning

(785) 448-5840 Fax: (785) 448-5555

ORDINANCE NO. 4258

=====

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OR DISTRICT OF CERTAIN LAND LOCATED IN THE CITY OF GARNETT, KANSAS, UNDER THE AUTHORITY GRANTED BY ORDINANCE NO. 3059 OF SAID CITY.

=====

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

SECTION 1: Having received a recommendation from the Planning Commission, following a hearing by said commission upon proper notice, and this Governing Body having accepted the recommendations of the Planning Commission set out in their report that the zoning classification of the following described land situated in Anderson County, Kansas, to-wit:

All land lying South and East of US Highway 169 of the described tract of land: The North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Twenty-Nine (29), Township Twenty (20) South, Range Twenty (20) East of the Sixth Principal Meridian, Anderson County, Kansas, LESS highway and also LESS a tract beginning at the Southwest corner of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southwest (SW/4) Quarter of Section Twenty-Nine (29), thence running North 150 feet, thence East 290 feet, thence South 150 feet, thence West 290 feet to the place of beginning.

ALSO All land lying South and East of US Highway 169, of the described tract of land:

Beginning at the Southwest corner of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of said Section Twenty-Nine (29), thence East 19.84 chains, thence North to a point 10.56 feet West and 973 feet South the Northeast corner of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Twenty-Nine (29), thence West 1309.44 feet to the West line of Section Twenty-Nine (29) thence South to the place of beginning, LESS Commencing at a point 60 feet North of a point 48 links East of the Southwest corner of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Twenty-Nine (29) thence running North 170 feet, thence East 20 feet, thence South 30 feet, thence East 20 feet, thence South 140 feet, thence West 40 feet to the place of beginning

be changed as requested; the zoning classification thereof is HEREBY CHANGED from R-S Suburban Residential District to I-1, Light Industrial District.

SECTION 2: Upon the effective date of this ordinance, the above zoning change shall be entered and shown on the "Official Zoning Map" previously adopted, which said map shall be reincorporated as hereby amended as a part of Ordinance 3059 under which authority this ordinance is adopted.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and its publication in an official newspaper of the City of Garnett.

Passed by the Commission on this 25th day of June, 2024; with _____ members voting AYE, and _____ members voting NAY.

Mayor

A T T E S T

City Clerk



Darin Wilson <dwilson@garnettks.net>

Fwd: Address for property

1 message

Shannon Wickwire <rickersonpipelining@gmail.com>
To: Darin Wilson <dwilson@garnettks.net>

Tue, Dec 17, 2024 at 9:31 AM

----- Forwarded message -----

From: **Eric Mills** <emills@garnettks.net>
Date: Wed, Oct 9, 2024 at 10:18 AM
Subject: Re: Address for property
To: Shannon Wickwire <rickersonpipelining@gmail.com>

Hi, Shannon,

This is an easy one. When Jyga first contacted me about construction on the property, we got to work on the address issue. The address for the property is **26150 US 169**. The county generally doesn't issue addresses for properties unless there is a building present, or one is forthcoming.

When the property was annexed, it was zoned Suburban Residential, the default for any property annexed into the City. Earlier this year Jyga petitioned the City to change the Zoning to I-1, Light industrial, and that was approved, but I don't remember the exact date.

On Wed, Oct 9, 2024 at 9:42 AM Shannon Wickwire <rickersonpipelining@gmail.com> wrote:

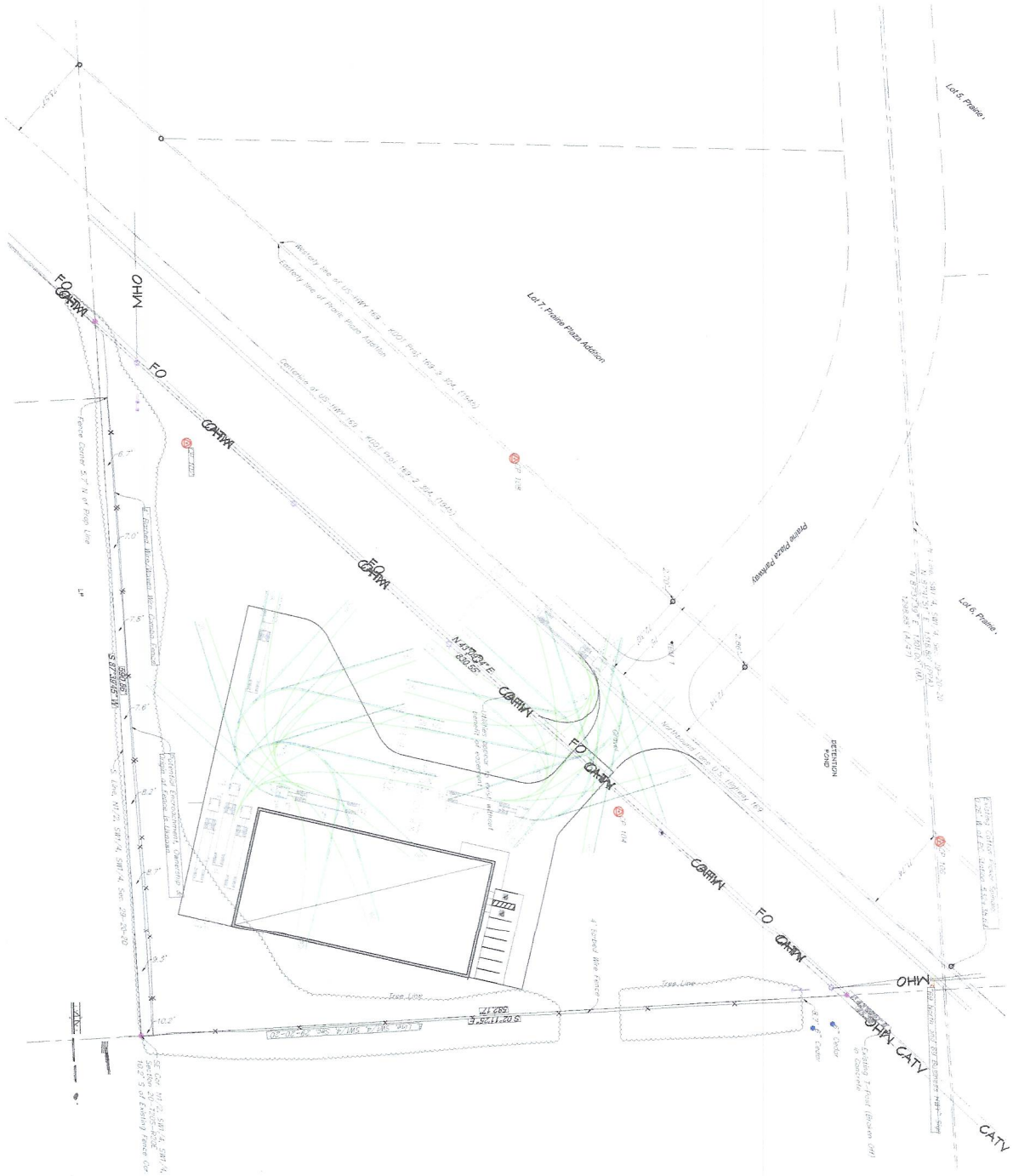
Good morning, we are hoping to have a closing date at the end of this month for the sale of our current building on Catalpa. Then we will have the title to the property we spoke to you about, across from the hotel on 169. I was going to start filling out the applications but I do not have an address for that property. When it was zoned for commercial use did that not generate an address? I was looking online how to obtain an address on land in Kansas and it directed me to the zoning. So I thought I would start with you.

Thank you in advance.



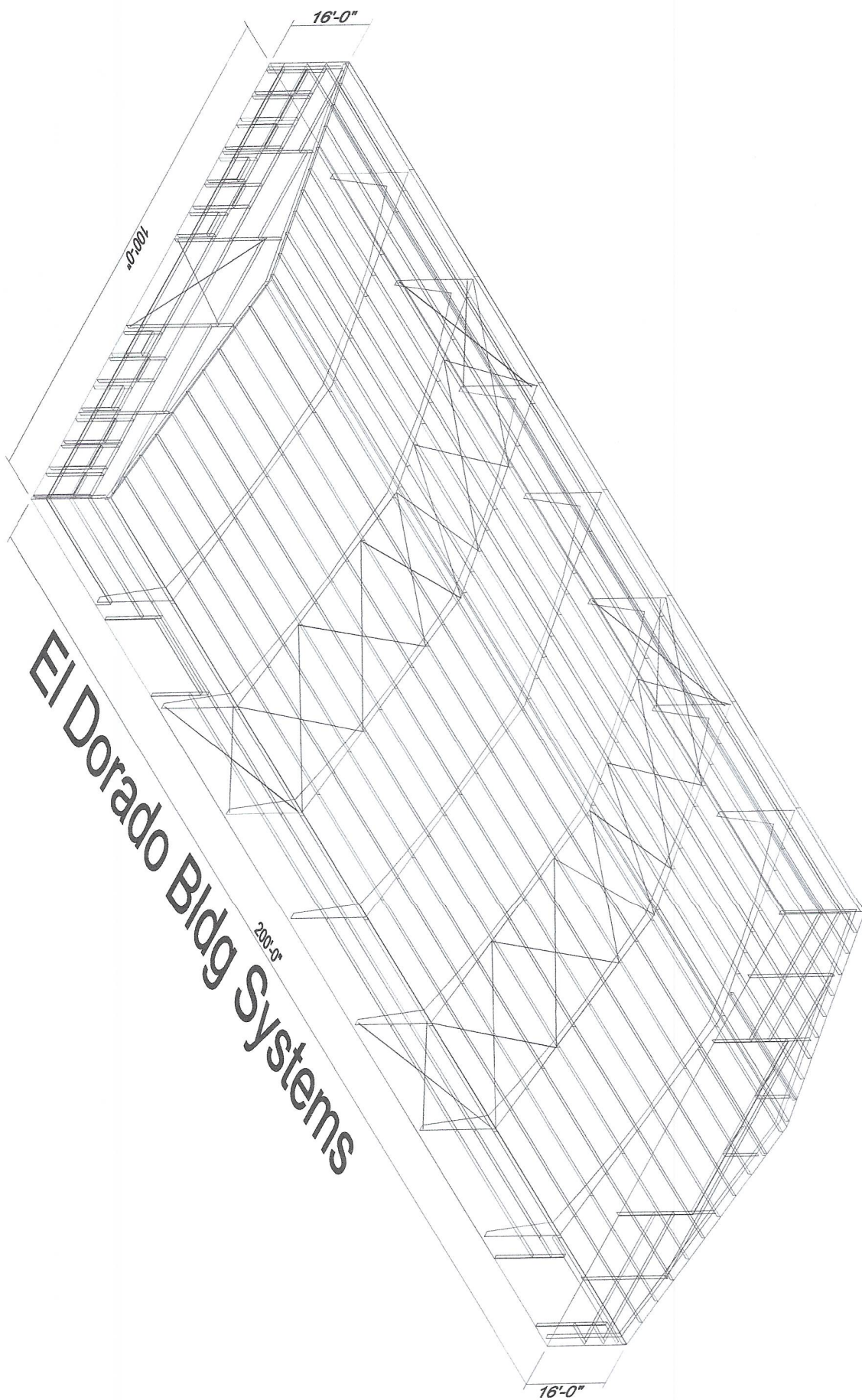
--
Eric Mills
Building Official/Zoning Administrator
City of Garnett, KS
(785)448-5496

"Because nothing short of right is right." - Reuben Fleet, Pres., Consolidated Aircraft Co.



1 SITE SURVEY
Scale: 1" = 100'





FLANGE BRACE /ABLE		
FRAME LINE 1		
△ID	MARK	LENGTH
1	FB5A	2'-6 7/8"

TRIM TABLE - THIS WALL ONLY			
FRAME LINE - 1			
◆ID	PART	LENGTH	QTY
0	FL28	5'-4"	12
0	HT-101	5'-4"	12
0	RT-101	20'-3"	4
0	RT-101	15'-3"	2
0	CT-102	10'-3"	2
0	CT-102	14'-0"	2
0	WT-101	20'-3"	5
0	FL22	5'-4"	16
0	SPB	5'	1
0	MT-168	5'-0"	40
0	FL22	3'-4"	8
0	MT-116B	3'-0"	8
0	WT-101	10'-3"	10



PANELS: 26 Ga. Super Span X - NEED COLOR

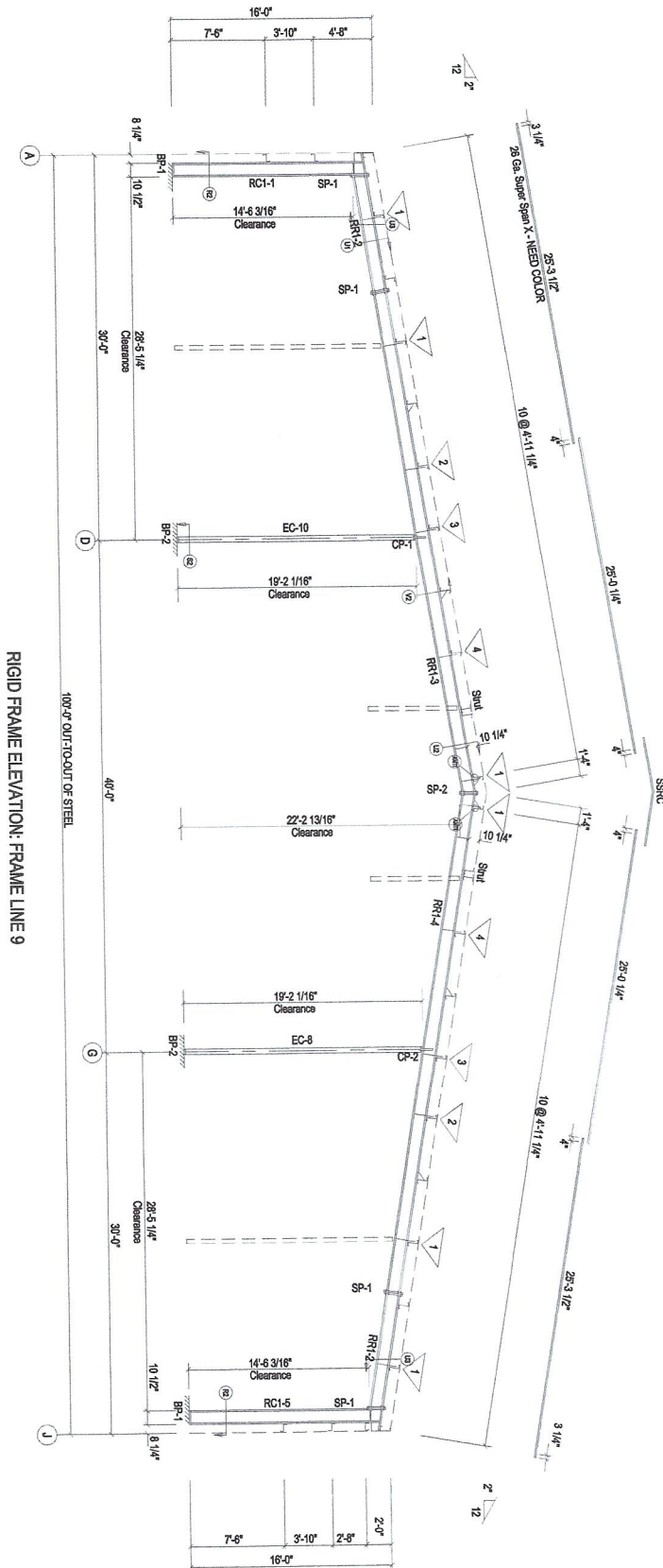


QTY	LENGTH	PART	ID
4	20'-3"	RT-101	0
2	15'-3"	RT-101	0
2	16'-0"	CT-102	0
1	8"	SPB	0
6	10'-3"	BT-101	0

BOLT TIGHTENING (Snug-Tight)

All bolted joints with ASTM F3125 Grade A325 bolts are specified as Snug-Tightened Joints in accordance with the Specification of Structural Joints Using High-Strength Bolts, June 11, 2020. Installation as given in Section 7.1. Washers are not required for Snug-Tightened Joints using standard standard size bolts per Section 6.1 of the Specification.

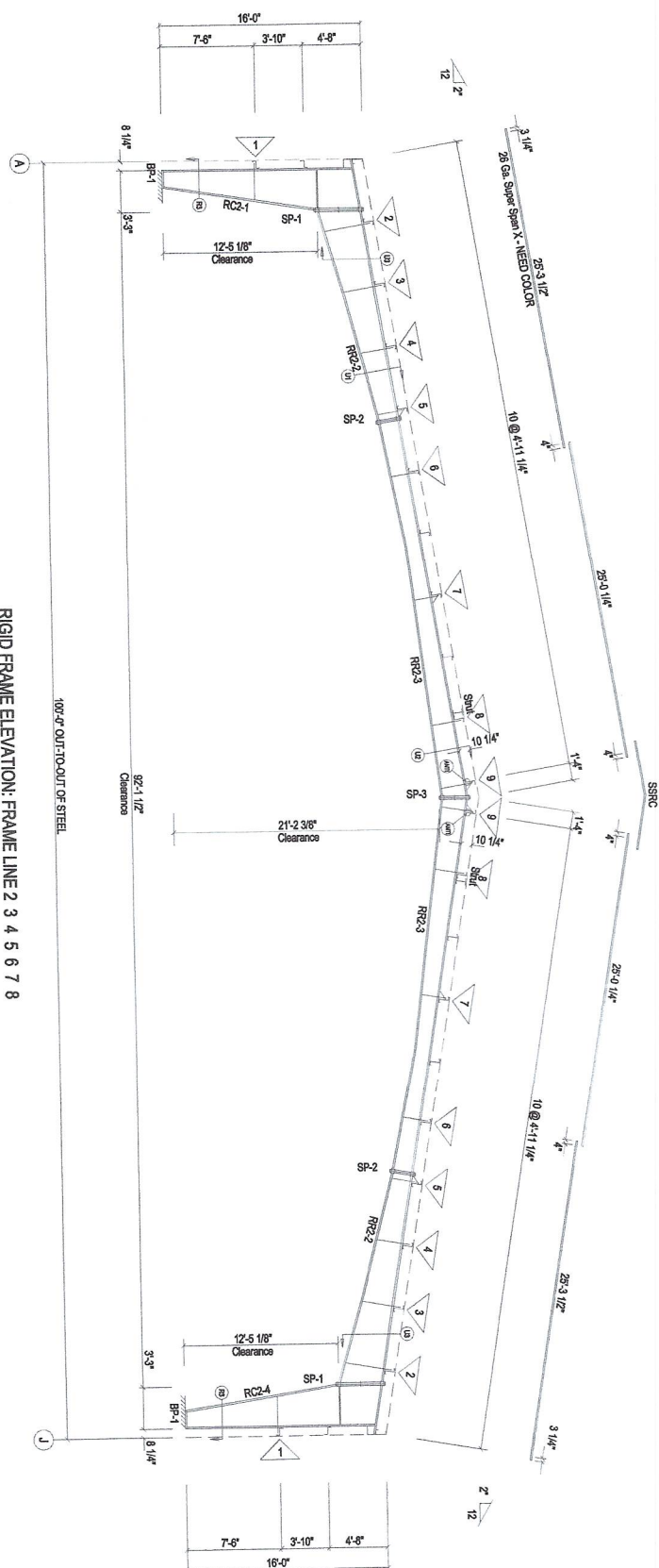
Pretensioning methods, including Turn-of-Nut calibrated wrench, bolt-of-tension control bolts, or direct tension indicators are not required. Installation inspection requirements for Snug-Tight Bolt is found in Section 9.1 of the Specification.



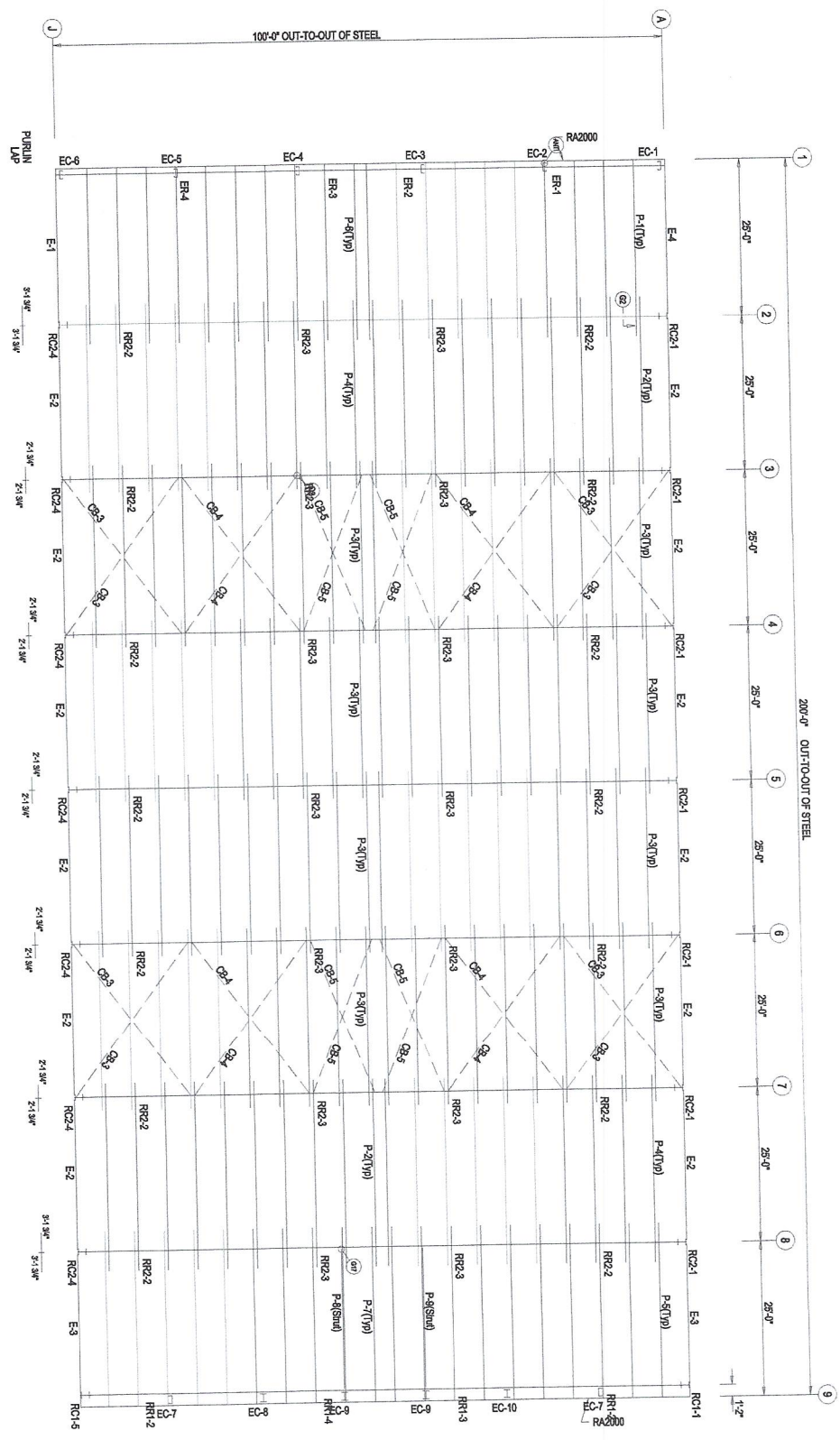
RIGID FRAME ELEVATION: FRAME LINE 9

All pulled joints with ASTM F1322 Grade A235 bolts are specified as Sing-Tightened Joints in accordance with the Specification of Structural Joints Using High-Strength Bolts, June 11, 2020. Installation as given in Section 6.1. Washers are not required for Sing-Tightened joints using standard standard size bolts per Section 6.1 of the Specification.

Pretensioning methods, including Turned-Nut, calibrated wrench, twist-off tension control bolts or turn of nut tension indicator are not required. Installation inspection requirements for Sing-Tight bolts are found in Section 9.2 of the Specification.



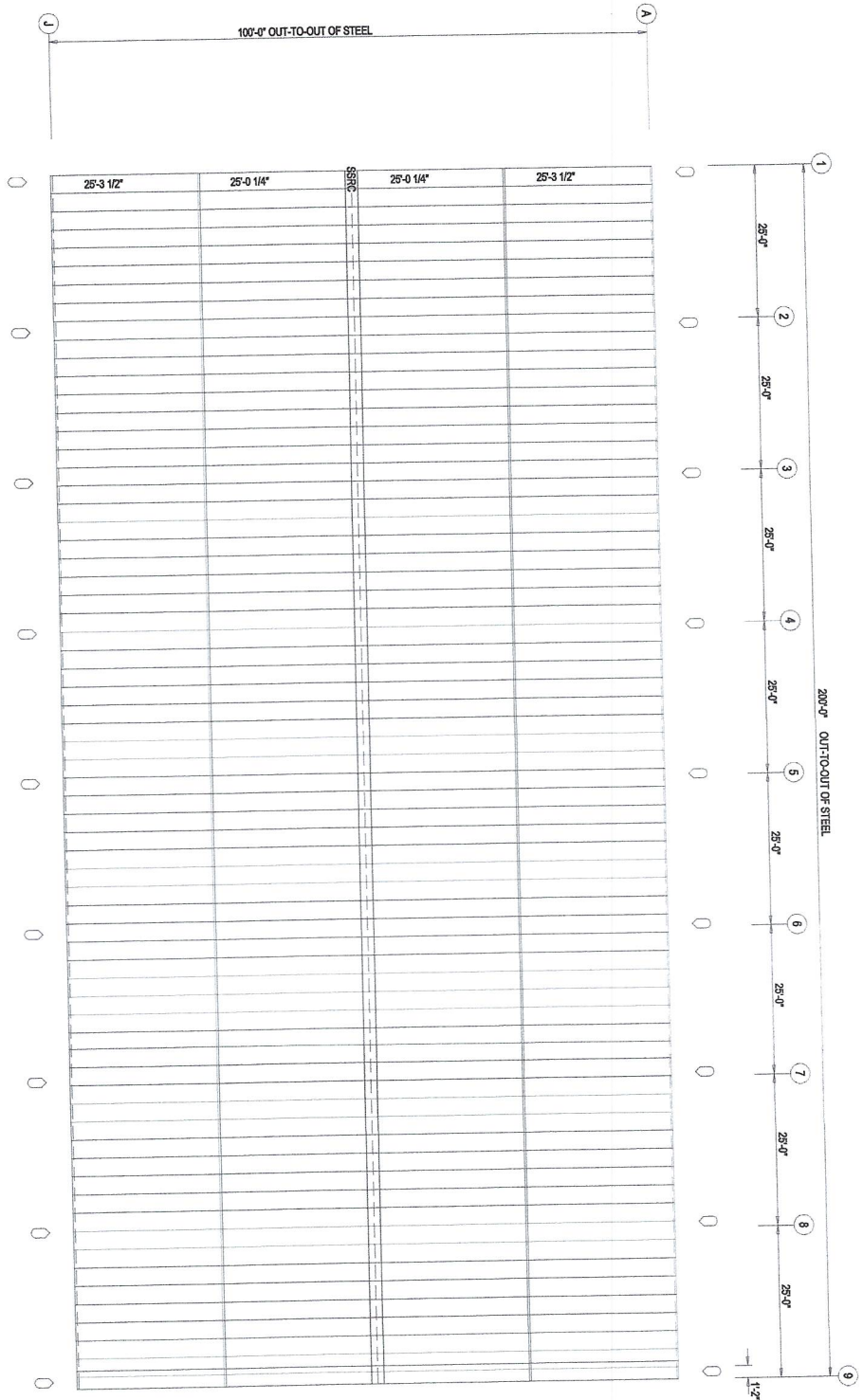
RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5 6 7 8



ROOF FRAMING PLAN

DOWNSPOUT LOCATIONS

ROOF SHEETING TRIM TABLE			
ID	PART	LENGTH	QTY
0	SSR/C30	3'-0"	67



ROOF SHEETING PLAN
PANELS: 26 Ga. Super Span X - NEED COLOR

GENERAL NOTES:
Refer to the cover sheet C1 for
General Framing and Sheeting & Trim notes.

200'-0" OUT-TO-OUT OF STEEL

1 2 3 4 5 6 7 8 9

25'-0" 25'-0" 25'-0" 25'-0" 25'-0" 25'-0" 25'-0" 25'-0"

RC2-1 RC2-1 RC2-1 RC2-1 RC2-1 RC2-1 RC2-1 RC2-1 RC1-1

G-21 G-17 G-11 G-22

3'-10" 4'-8" 7'-6" 18'-0"

SIDEWALL FRAMING: FRAME LINE A

GUT LINES

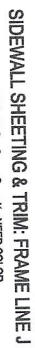
Diagram of a 16'0" long, 12" wide assembly with 18 downspouts. The assembly consists of a central section with 18 downspouts, flanked by two 12" wide sections. The central section is labeled "16'0"

SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS: 26 Ga. Super Span X - NEED COLOR



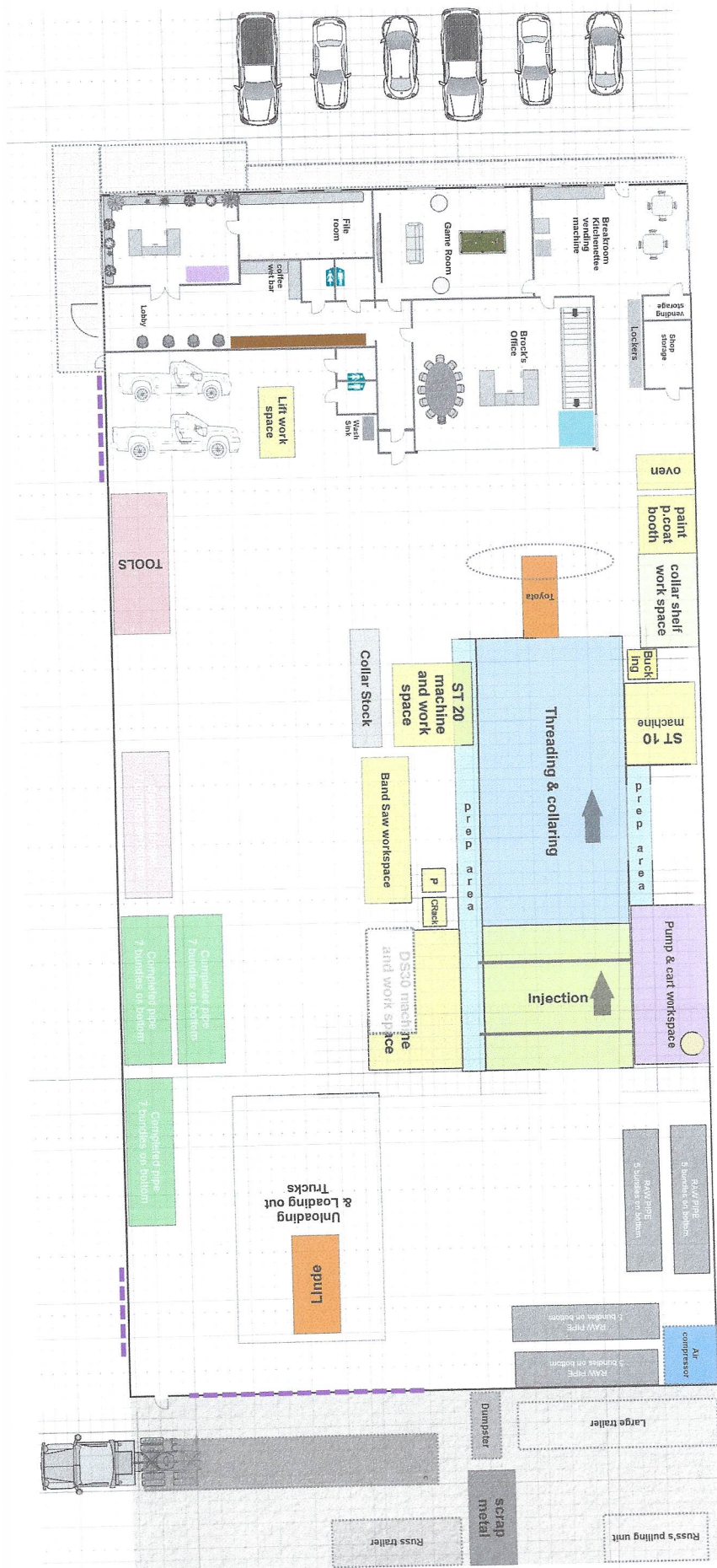
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

(Gutter with 9 downspouts)



PANELS: 26 Ga. Super Span X - NEED COLOR

TRIM TABLE - THIS WALL ONLY			
FRAME LINE - J			
Q/D	PART	LENGTH	QTY
0	HT-101	16.4"	1
0	EL-22	14.3"	2
0	HT-101	16.4"	1
0	EL-22	10.3"	2
0	GL-12	20.3"	10
0	CT-102	10.3"	1
0	CT-102	16.0"	1
0	CT-102	14.0"	1
0	BT-101	20.3"	2
0	WT-101	20.3"	3
0	MT-16B	10.0"	2
0	MT-16B	16.0"	3
0	MT-16B	4.2"	2
0	JT-101	16.0"	2
0	MT-16B	16.0"	2
0	MT-16B	10.3"	2
0	BT-101	10.3"	1
0	BT-101	14	1
0	BT-101	SCRAP	1



**KEEP THIS LICENSE FRAMED AND POSTED ON THE PREMISES
IN A CONSPICUOUS PALCE AT ALL TIMES**

Fee \$ 75.00

2025

License No. CG-06-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **RPCS COUNTRY MART** to sell at retail

**CEREAL MALT BEVERAGES
IN UNOPENED CONTAINERS**

AT 425 N. MAPLE IN THE CITY OF GARNETT, ANDERSON COUNTY, KANSAS

Application therefore, on file in the office of the City Clerk of said City, having been approved by the Governing Body of such City as provided by the Laws of Kansas and the rules, regulations and ordinance pertaining hereto.

THIS LICENSE will expire December 31, 2025 unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands on the corporate seal of said City, this 23RD day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

=====

AN ORDINANCE AMENDING CHAPTER 14, SECTION 14-802 OF THE MUNICIPAL CODE (2023 ED.) RELATING TO OPERATION OF WORK SITE UTILITY VEHICLES; REPEALING EXISTING CHAPTER AND SECTION.

=====

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

SECTION 1: Chapter 14, Section 14-802 of the Municipal Code (2023 Ed.) is hereby amended to read as follows, to-wit:

14-802. Operation of work site utility vehicles on public ways.

(a) Work site utility vehicles may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, as provided in this article.

(b) No work site utility vehicle shall be operated on any public highway, street, road or alley between sunset and sunrise unless equipped with lights as required by law for motorcycles.

(c) The operator of the work site utility vehicle must operate the work site utility vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn.

(d) Every person operating a work site utility vehicle on the public highways, streets, roads or alleys of the City of Garnett shall be subject to all of the laws of the state of Kansas or other ordinances of the city of Garnett, Kansas.

SECTION 2: Chapter 14, Section 14-802 of the Municipal Code of the City of Garnett, Kansas (2023 Ed.), as the same presently exists, is hereby repealed.

SECTION 3: 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:

=====

**AN ORDINANCE ALLOWING THE OPERATION OF MICRO UTILITY TRUCKS
WITHIN THE CITY AND SETTING FORTH THE CONDITIONS OF SUCH
OPERATION.**

=====

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

SECTION 1: Operation of micro utility trucks on public
ways.

(a) Micro utility trucks, as defined by Kansas law, may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, so long as such operation complies with all provisions of the Kansas Statutes, the provisions of the Standard Traffic Ordinance as adopted by the city, and any other ordinance or municipal code provisions applicable thereto.

(b) No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person shall have a valid class C (or higher) driver's license. Violation of this section is punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six (6) months or by both such fine and imprisonment.

(c) No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such micro utility vehicle and its operation upon such public way shall be covered by liability insurance in accordance with section 200 of the current standard traffic ordinance as adopted by the city of Garnett, Kansas, and any amendments thereto, and with the Kansas automobile injury reparations act, K.S.A. 40-3101 et seq., and amendments thereto. All provisions of said section 200, including penalty provisions, shall be applicable to all micro utility trucks and to all owners and operators thereof on public ways.

(d) Unless otherwise specifically provided herein, a violation of the provisions hereof shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with penalty provisions applicable to the standard traffic ordinance then in force within the city of Garnett, Kansas, or such other similar penalty provision as the city may then have in effect.

SECTION 2: 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

=====

AN ORDINANCE AMENDING CHAPTER 14, SECTION 14-702 OF THE MUNICIPAL CODE (2023 ED.) RELATING TO OPERATION OF GOLF CARTS; REPEALING EXISTING CHAPTER AND SECTION.

=====

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

SECTION 1: Chapter 14, Section 14-702 of the Municipal Code (2023 Ed.) is hereby amended to read as follows, to-wit:

14-702. Operation of golf carts on public ways.

Golf carts may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city, so long as such operation complies with all provisions of the Kansas Statutes, the provisions of the Standard Traffic Ordinance as adopted by the city, and any other ordinance or municipal code provisions applicable thereto.

SECTION 2: Chapter 14, Section 14-702 of the Municipal Code of the City of Garnett, Kansas (2023 Ed.), as the same presently exists, is hereby repealed.

SECTION 3: 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

ORDINANCE NO. 4271

=====

AN ORDINANCE AMENDING CHAPTER 15, SECTION 1203 OF THE MUNICIPAL CODE OF THE CITY OF GARNETT (ED. OF 2023), ESTABLISHING NEW TRASH COLLECTION AND DISPOSAL RULES; REPEALING EXISTING SECTION 1203 OF SAID CHAPTER AND SECTION.

=====

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

SECTION 1: Chapter 15, Section 1203 of the Municipal Code of the City of Garnett, Kansas (Ed. 2023), is hereby amended to read as follows:

15-1203: Duty of owner or occupant; containers; location thereof.

- a) The owner or occupant of every commercial enterprise shall provide, at his or her own expense, a suitable container for the storage of solid waste pending collection thereof. The suitability of the container for such commercial customer shall be the determination of the City Manager. Containers provided by the City may be leased by the customer for a fee fixed by the City Manager and approved by the Governing Body.
- b) Containers for commercial waste shall be of such size and construction as shall be determined by the City Manager, giving due regard to the quantity and nature of commercial waste generated by the particular commercial customer.
- c) The owner or occupant of a dwelling unit shall utilize one or more containers supplied by the City for the storage of solid waste pending collection thereof. Containers provided by the City may be charged to the customer at a fee fixed and approved by the Governing Body. Such fee may be billed separately or may be included in the scheduled and regular monthly charge for solid waste utility services made to each residential account.
- d) Any basket, box, or container other than one supplied or approved by the City shall itself be considered disposable refuse and may be removed by the City or may be left uncollected. Notice of non-collection shall be given to the customer. It shall then be the customer's responsibility to arrange for a special haul of solid waste to dispose of the same.
- e) All solid waste containers shall be stored on the premises at which such wastes are accumulated and such containers shall be located adjacent to the alley of the premises, or if there I no alley, within fifteen feet (15') of the owner's property line adjacent to a public street or highway; provided, however, nothing herein shall be construed to prevent two (2) or more commercial accounts whose premises are adjacent from jointly using one container or bin.

SECTION 2: Chapter 15, Section 1203 of the Municipal Code of the City of Garnett (Ed. 2023) as the same presently exists, is hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and its publication in an official newspaper of the City of Garnett, or February 1, 2025, whichever is the later.

PASSED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 4272

=====

AN ORDINANCE AMENDING CHAPTER 12, SECTION 221, Subsection (C) OF THE MUNICIPAL CODE OF THE CITY OF GARNETT, KANSAS (Ed. 2023), ESTABLISHING NEW FEES FOR CAMPING IN CITY PARKS; REPEALING EXISTING SUBSECTION AND ESTABLISHING THE EFFECTIVE DATE FOR NEW FEES.

=====

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

SECTION 1. Chapter 12, Section 221, Subsection (C) of the Municipal Code of the City of Garnett, Kansas (Ed. 2023) is hereby amended to read as follows:

12-221: CAMPING IN CITY PARKS:

*** * ***

(C) FEES: The following fees shall be paid for each camping unit as hereinafter defined:

Overnight camping (per unit/per night)
without services (Wilderness)

Garnett/Anderson County resident	\$12.00(includes a \$3 booking fee)
All others	\$14.00(includes a \$3 booking fee)

Overnight camping (per unit/per night)
with electric hookup

Garnett/Anderson County resident	\$17.00(includes a \$3 booking fee)
All others	\$19.00(includes a \$3 booking fee)

Overnight camping (per unit/per night)
with electric hookup and water

Garnett/Anderson County resident	\$19.00(includes a \$3 booking fee)
All others	\$21.00(includes a \$3 booking fee)

SECTION 2. The provisions of Chapter 12, Section 221 (C), of the Municipal Code of the City of Garnett, Kansas (Ed. 2023), as the same presently exist are hereby repealed upon the effective date of this ordinance.

SECTION 3. 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, or on and after January 1, 2025, whichever is the later.

PASSED this _____ day of _____ 2024.

ATTEST:

Jody Cole, Mayor

Patricia Brewer, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
IND PARK DEVELOPMENT	INDUSTRIAL PARK DE	BOB D. CAMPBELL AND COMPANY	STRUCTURAL ENGINEER - PAVI	655.00
		NORTHERN TOOL AND EQUIPMENT	5 GAL BUCKET (6) PAVILLIO	23.94
		UNITED RENTALS	HARNESS SFTY W6' DETACHABL	356.40
		MILLS, JESSICA	REIMB PAVILL CREW LUNCH/HO	107.57
			TOTAL:	1,142.91
GOVERNMENT ADMINISTRAT	GENERAL	ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING	175.00
			LIVE SCAN	150.00
		CITY OF GARNETT PETTY CASH	PROM DONATION	200.00
			IRS-MAILING/OCT UTIL BILLS	20.00
			MOUSE POISON	12.00
			NAZARENE DONATION/CHRISTMA	115.64
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	87.18
		HASTY AWARDS	EMPLOYEE OF YEAR - MONICA	16.37
		JONES, BRANDON L	DECEMBER DOCKET	1,000.00
		DAZZEE IT SERVICES	IT SECURITY	995.00
		HORNER, KEVIN	MEETING EXPENSE KNIGHTS HA	1,500.00
		KANSAS STATE TREASURER	KANSAS STATE TREASURER	1,366.50
		LEAGUE OF KANSAS MUNICIPALITIES	2025 MEMBERSHIPS/SUBSCRIPT	2,218.92
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	17.50
		UCI TESTING	ADMIN FEE/DOT EMPL FEE	1,500.00
		WICHITA STATE UNIVERSITY	CCMFOA 2025 MEMBERSHIP	75.00
			TOTAL:	9,449.11
COMMUNITY DEVELOPMENT	GENERAL	CITY OF GARNETT PETTY CASH	BSEBALL BANNER	100.00
		LICKTEIG CONSTRUCTION, INC.	NEW DRIVE/CONCRETE	14,319.23
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	10.00
			OCT/NOV PEST CONTROL	30.00
		ST LUKES HEALTH SYSTEM	DARIN WILSON	138.00
		TRAVEL INDUSTRY ASSOC. OF KS	MEMBERSHIP 2025	250.00
			TOTAL:	14,847.23
PARKS, RECREATION & CE	GENERAL	EDGECOMB FLOORING	FLOOR RUBBER TILE	1,466.38
		FRONT ROW SPORTS	T-SHIRTS	1,193.00
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	24.76
		BATS ON DECK	HELMETS	6,805.59
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	60.00
			OCT/NOV PEST CONTROL	60.00
			OCT/NOV PEST CONTROL	60.00
		WHITAKER AGGREGATES, INC.	ROCK/SAND	35.53
			TOTAL:	9,705.26
STREET & STORMWATER	GENERAL	CEDAR VALLEY METAL SUPPLY	(2) 2X12X10	40.56
		HAMPEL OIL DISTRIBUTORS, INC.	1300 15W-40	612.96
			MOBIL DELVAC EXTEND LIFE	126.41
		SNAP-ON CREDIT LLC	MONTHLY FEE	46.75
		CEDAR VALLEY TIRE & AUTO SERVICE, LLC	02\CHEV SILVERADO	75.36
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	30.00
		ST LUKES HEALTH SYSTEM	DRUG - CHAZ DONALDSON	138.00
			CHAZ DONALDSON	65.00
		VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	15.54
			TOTAL:	1,150.58
MUNICIPAL AIRPORT	AIRPORT	GARNETT PUBLISHING, INC.	AIRPORT YEAR GARNETT PUBLI	49.51
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	60.00
		SCHETTLER, PAT	SUBSCRIPTION AVIATION	149.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FBO SUPPLIES	147.87
			ROOF PAINT 8 X 5 GAL	1,200.00
			OFFSET MOWER	780.00
			TOTAL:	2,387.37
LIBRARY	LIBRARY	STIFTER, TYLER	MOWING 10.9.24	50.00
		RUESCHHOFF LOCKSMITH & SECURITY	ALARM MONITORNG/BACKUP	121.35
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	60.00
		NEW PRECISION TECHNOLOGY	OPTI CLEAR MATTE 27X250	166.39
			TOTAL:	397.74
FIRE DEPARTMENT	PUBLIC SAFETY	CITY OF GARNETT PETTY CASH	2013 TAHOE REGISTRATION	28.75
		DIVER'S EQUIPMENT AND REPAIR SERVICE,	DIVER'S EQUIPMENT REPAIR	1,132.70
		MFA OIL CO - PETRO CARD 24	FIRE FUEL	71.16
		MILLERS CONSTRUCTION, INC.	GARAGE DOOR REPAIR	330.00
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	60.00
			TOTAL:	1,622.61
POLICE DEPARTMENT	PUBLIC SAFETY	ADVANTAGE COMPUTER ENTERPRISES INC	AMD/MICROSOFT/WINDOWS	9,521.00
		CITY OF GARNETT PETTY CASH	FED IN CUSTODY SUSPECT	14.31
			POLICE MAILING	9.90
		DIGITAL CONNECTIONS, INC.	POLICE COPIES	18.42
		EMC INSURANCE COMPANY	CLAIM MATTHEW JARETT	5,000.00
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	247.06
		PROPIO LS, LLC	INTERPRETATOR FEES	16.90
		BAYSINGERS UNIFORM & EQUIPMENT	HOLSTER	139.98
			ROBERTS - UNIFORM	1,126.68
		THE UNIVERSITY OF KANSAS	LAW ENFORCEMENT LEADERSHIP	1,000.00
		MFA OIL CO - PETRO CARD 24	POLICE FUEL	1,583.60
		OMNIGO INFORMATION TECHNOLOGIES, LLC	FEB - JULY 2025 COVERAGE	7,045.04
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	30.00
			TOTAL:	25,752.89
SPECIAL HIGHWAY	SPECIAL HIGHWAY	LICKTEIG CONSTRUCTION, INC.	NEW DRIVE/CONCRETE	36,213.77
		ROCKERS EARTHWORKS, LLC	OAK/PARK SIDE WALK PROJ	1,500.00
		WHITAKER AGGREGATES, INC.	SIDEWALK PROJECT	716.46
			TOTAL:	38,430.23
ELECTRIC PRODUCTION	ELECTRIC	ATCO INTERNATIONAL	GLOVES BLK/IGER GRIP 200 E	134.54
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	23.23
		KMEA EMP1 OPERATING FUND	KMEA EMP1 OPERATING FUND	50,273.00
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	30.00
			TOTAL:	50,460.77
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	BRACKET STANDOFF	1,249.40
		CITY OF GARNETT PETTY CASH	TRAFFICE LIGHT SHIPPING	111.75
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	15.00
		VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	15.53
			TOTAL:	1,391.68
GAS	GAS	DC & B SUPPLY INC	REBUILT AL 1000/AC630/ELBO	221.50
			REBUILT AL1000/AC630/ELBOW	1,670.00
		HAMPEL OIL DISTRIBUTORS, INC.	1300 15W-40	60.32
		SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	27,004.40
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	15.00
		VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	15.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		WHITAKER AGGREGATES, INC.	ROCK/SAND STOCK	115.15
			TOTAL:	29,101.90
SANITATION	SANITATION	HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	108.98
		KANSAS MUNICIPAL UTILITIES, INC	HINER CDL/ELDT CLASS	800.00
		PREMIER TRUCK GROUP	HEARTER/CORE REPL/ 17 FRTL	118.97
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	15.00
			TOTAL:	1,042.95
WASTEWATER	WASTEWATER	HAMPEL OIL DISTRIBUTORS, INC.	1300 15W-40	370.33
		JOHNSON COUNTY GOVERNMENT WASTEWATER	WASTEWATER TESTING	248.50
		LLOYD HAROLD	IXOM/MEDORA AIR MIXER	8,300.00
		VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	15.54
			TOTAL:	8,934.37
REVENUES	WATER	DOUBLE W PLUMBING, LLC	REIMB WATER TAP FEE	2,442.15
			TOTAL:	2,442.15
WATER	WATER	HAMPEL OIL DISTRIBUTORS, INC.	1300 15W-40	61.30
		HAWKINS, INC.	CHEMICALS	20,248.59
		AQUA SERVICE DISTRIBUTORS	CHEMICALS	649.52
		OLATHE WINWATER WORKS CO.	SS REPAIR CLAMP	231.00
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	15.00
			OCT/NOV PEST CONTROL	30.00
		VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	15.53
		WHITAKER AGGREGATES, INC.	ROCK/SAND STOCK	115.15
			TOTAL:	21,366.09
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	MILLS, JESSICA	REIMB MILEAGE-LAWRENCE WKS	65.25
			REIMB PAVILL CREW LUNCH/HO	387.01
		RYAN WALTER DBA	OCT/NOV PEST CONTROL	2.50
			TOTAL:	454.76
PARKSIDE #1	PARKSIDE #1	C.E.S.	OS-USE 0432-3504	41.34
		GARNETT HOUSING AUTHORITY	PETTY CASH SPLIT	1.67
		JARRED, GILMORE & PHILLIPS, PA	CERTIFIED AUDIT	2,033.33
			2024 LEASE CRUNCH SUBSCP	2,067.33
		ST LUKES HEALTH SYSTEM	JEFFREY BOWYER	58.33
			AMBER MCNICOL	38.34
			TOTAL:	4,240.34
PARKSIDE #2	PARKSIDE #2	BAUMAN INTERIORS, LLC	GINGERSNAP CARPET	791.18
			VINYL/GLUE	327.64
			ECO 185 4GAL	89.00
		C.E.S.	OS-USE 0432-3504	41.34
		GARNETT HOUSING AUTHORITY	PETTY CASH SPLIT	1.67
		JARRED, GILMORE & PHILLIPS, PA	CERTIFIED AUDIT	2,033.33
			2024 LEASE CRUNCH SUBSCP	2,067.33
		ST LUKES HEALTH SYSTEM	JEFFREY BOWYER	58.33
			AMBER MCNICOL	38.33
			TOTAL:	5,448.15
PARK PLAZA NORTH	PARK PLAZA NORTH	BAUMAN INTERIORS, LLC	ICE MAKER	100.00
		GARNETT HOUSING AUTHORITY	PETTY CASH SPLIT	1.66
			PETTY CASH SPLIT	1.01
		JARRED, GILMORE & PHILLIPS, PA	CERTIFIED AUDIT	2,033.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		ST LUKES HEALTH SYSTEM	2024 LEASE CRUNCH SUBSCP	2,067.34
			JEFFREY BOWYER	58.34
			AMBER MCNICOL	38.33
			TOTAL:	4,300.02
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	GARVER, LLC	AIRPORT LAND ACQUISITION	2,004.71
			TOTAL:	2,004.71

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

036	INDUSTRIAL PARK DEVELOPMN	1,142.91
101	GENERAL	35,152.18
102	AIRPORT	2,387.37
104	LIBRARY	397.74
105	PUBLIC SAFETY	27,375.50
106	SPECIAL HIGHWAY	38,430.23
109	ELECTRIC	51,852.45
110	GAS	29,101.90
111	SANITATION	1,042.95
112	WASTEWATER	8,934.37
113	WATER	23,808.24
114	ECONOMIC DEVELOPMENT	454.76
115	PARKSIDE #1	4,240.34
116	PARKSIDE #2	5,448.15
117	PARK PLAZA NORTH	4,300.02
118	CAPITAL IMPROVEMENT	2,004.71

GRAND TOTAL:		236,073.82

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ADVANTAGE COMPUTER ENTERPRISES INC	AMD/MICROSOFT/WINDOWS	PUBLIC SAFETY	POLICE DEPARTMENT	9,521.00_
			TOTAL:	9,521.00_
ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING	GENERAL	GOVERNMENT ADMINISTRAT	175.00
	LIVE SCAN	GENERAL	GOVERNMENT ADMINISTRAT	150.00_
			TOTAL:	325.00_
ANIXTER, INC.	BRACKET STANDOFF	ELECTRIC	ELECTRIC DISTRIBUTION	1,249.40_
			TOTAL:	1,249.40_
AQUA SERVICE DISTRIBUTORS	CHEMICALS	WATER	WATER	649.52_
			TOTAL:	649.52_
ATCO INTERNATIONAL	GLOVES BLK/IGER GRIP 200 E	ELECTRIC	ELECTRIC PRODUCTION	134.54_
			TOTAL:	134.54_
BATS ON DECK	HELMETS	GENERAL	PARKS, RECREATION & CE	6,805.59_
			TOTAL:	6,805.59_
BAUMAN INTERIORS, LLC	GINGERSNAP CARPET	PARKSIDE #2	PARKSIDE #2	791.18
	VINYL/GLUE	PARKSIDE #2	PARKSIDE #2	327.64
	ECO 185 4GAL	PARKSIDE #2	PARKSIDE #2	89.00
	ICE MAKER	PARK PLAZA NORTH	PARK PLAZA NORTH	100.00_
			TOTAL:	1,307.82_
BAYSINGERS UNIFORM & EQUIPMENT	HOLSTER	PUBLIC SAFETY	POLICE DEPARTMENT	139.98
	ROBERTS - UNIFORM	PUBLIC SAFETY	POLICE DEPARTMENT	1,126.68_
			TOTAL:	1,266.66_
BOB D. CAMPBELL AND COMPANY	STRUCTURAL ENGINEER - PAVI	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	655.00_
			TOTAL:	655.00_
C.E.S.	OS-USE 0432-3504	PARKSIDE #1	PARKSIDE #1	41.34
	OS-USE 0432-3504	PARKSIDE #2	PARKSIDE #2	41.34_
			TOTAL:	82.68_
CEDAR VALLEY METAL SUPPLY	(2) 2X12X10	GENERAL	STREET & STORMWATER	40.56_
			TOTAL:	40.56_
CEDAR VALLEY TIRE & AUTO SERVICE, LLC	02\CHEV SILVERADO	GENERAL	STREET & STORMWATER	75.36_
			TOTAL:	75.36_
CITY OF GARNETT PETTY CASH	PROM DONATION	GENERAL	GOVERNMENT ADMINISTRAT	200.00
	IRS-MAILING/OCT UTIL BILLS	GENERAL	GOVERNMENT ADMINISTRAT	20.00
	MOUSE POISON	GENERAL	GOVERNMENT ADMINISTRAT	12.00
	NAZARENE DONATION/CHRISTMA	GENERAL	GOVERNMENT ADMINISTRAT	115.64
	BSEBALL BANNER	GENERAL	COMMUNITY DEVELOPMENT	100.00
	2013 TAHOE REGISTRATION	PUBLIC SAFETY	FIRE DEPARTMENT	28.75
	FED IN CUSTODY SUSPECT	PUBLIC SAFETY	POLICE DEPARTMENT	14.31
	POLICE MAILING	PUBLIC SAFETY	POLICE DEPARTMENT	9.90
	TRAFFICE LIGHT SHIPPING	ELECTRIC	ELECTRIC DISTRIBUTION	111.75_
			TOTAL:	612.35_
DAZZEE IT SERVICES	IT SECURITY	GENERAL	GOVERNMENT ADMINISTRAT	995.00_
			TOTAL:	995.00_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DC & B SUPPLY INC	REBUILT AL 1000/AC630/ELBO	GAS	GAS	221.50
	REBUILT AL1000/AC630/ELBOW	GAS	GAS	1,670.00
			TOTAL:	1,891.50
DIGITAL CONNECTIONS, INC.	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT	18.42
			TOTAL:	18.42
DIVER'S EQUIPMENT AND REPAIR SERVICE,	DIVER'S EQUIPMENT REPAIR	PUBLIC SAFETY	FIRE DEPARTMENT	1,132.70
			TOTAL:	1,132.70
DOUBLE W PLUMBING, LLC	REIMB WATER TAP FEE	WATER	REVENUES	2,442.15
			TOTAL:	2,442.15
EDGECOMB FLOORING	FLOOR RUBBER TILE	GENERAL	PARKS, RECREATION & CE	1,466.38
			TOTAL:	1,466.38
EMC INSURANCE COMPANY	CLAIM MATTHEW JARETT	PUBLIC SAFETY	POLICE DEPARTMENT	5,000.00
			TOTAL:	5,000.00
FRONT ROW SPORTS	T-SHIRTS	GENERAL	PARKS, RECREATION & CE	1,193.00
			TOTAL:	1,193.00
GARNETT HOUSING AUTHORITY	PETTY CASH SPLIT	PARKSIDE #1	PARKSIDE #1	1.67
	PETTY CASH SPLIT	PARKSIDE #2	PARKSIDE #2	1.67
	PETTY CASH SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	1.66
	PETTY CASH SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	1.01
			TOTAL:	6.01
GARNETT PUBLISHING, INC.	AIRPORT YEAR GARNETT PUBLI	AIRPORT	MUNICIPAL AIRPORT	49.51
			TOTAL:	49.51
GARVER, LLC	AIRPORT LAND ACQUISITION	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	2,004.71
			TOTAL:	2,004.71
HAMPEL OIL DISTRIBUTORS, INC.	MOBIL DELVAC EXTEND LIFE	GENERAL	GOVERNMENT ADMINISTRAT	87.18
	MOBIL DELVAC EXTEND LIFE	GENERAL	PARKS, RECREATION & CE	24.76
	1300 15W-40	GENERAL	STREET & STORMWATER	612.96
	MOBIL DELVAC EXTEND LIFE	GENERAL	STREET & STORMWATER	126.41
	MOBIL DELVAC EXTEND LIFE	PUBLIC SAFETY	POLICE DEPARTMENT	247.06
	MOBIL DELVAC EXTEND LIFE	ELECTRIC	ELECTRIC PRODUCTION	23.23
	1300 15W-40	GAS	GAS	60.32
	MOBIL DELVAC EXTEND LIFE	SANITATION	SANITATION	108.98
	1300 15W-40	WASTEWATER	WASTEWATER	370.33
	1300 15W-40	WATER	WATER	61.30
			TOTAL:	1,722.53
HASTY AWARDS	EMPLOYEE OF YEAR - MONICA	GENERAL	GOVERNMENT ADMINISTRAT	16.37
			TOTAL:	16.37
HAWKINS, INC.	CHEMICALS	WATER	WATER	20,248.59
			TOTAL:	20,248.59
HORNER, KEVIN	MEETING EXPENSE KNIGHTS HA	GENERAL	GOVERNMENT ADMINISTRAT	1,500.00
			TOTAL:	1,500.00
JARRED, GILMORE & PHILLIPS, PA	CERTIFIED AUDIT	PARKSIDE #1	PARKSIDE #1	2,033.33

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	2024 LEASE CRUNCH SUBSCP	PARKSIDE #1	PARKSIDE #1	2,067.33
	CERTIFIED AUDIT	PARKSIDE #2	PARKSIDE #2	2,033.33
	2024 LEASE CRUNCH SUBSCP	PARKSIDE #2	PARKSIDE #2	2,067.33
	CERTIFIED AUDIT	PARK PLAZA NORTH	PARK PLAZA NORTH	2,033.34
	2024 LEASE CRUNCH SUBSCP	PARK PLAZA NORTH	PARK PLAZA NORTH	2,067.34
			TOTAL:	12,302.00
JOHNSON COUNTY GOVERNMENT WASTEWATER	WASTEWATER TESTING	WASTEWATER	WASTEWATER	248.50
			TOTAL:	248.50
JONES, BRANDON L	DECEMBER DOCKET	GENERAL	GOVERNMENT ADMINISTRAT	1,000.00
			TOTAL:	1,000.00
KANSAS MUNICIPAL UTILITIES,INC	HINER CDL/ELDT CLASS	SANITATION	SANITATION	800.00
			TOTAL:	800.00
KANSAS STATE TREASURER	KANSAS STATE TREASURER	GENERAL	GOVERNMENT ADMINISTRAT	1,366.50
			TOTAL:	1,366.50
KMEA EMP1 OPERATING FUND	KMEA EMP1 OPERATING FUND	ELECTRIC	ELECTRIC PRODUCTION	50,273.00
			TOTAL:	50,273.00
LEAGUE OF KANSAS MUNICIPALITIES	2025 MEMBERSHIPS/SUBSCRIPT	GENERAL	GOVERNMENT ADMINISTRAT	2,218.92
			TOTAL:	2,218.92
LICKTEIG CONSTRUCTION, INC.	NEW DRIVE/CONCRETE	GENERAL	COMMUNITY DEVELOPMENT	14,319.23
	NEW DRIVE/CONCRETE	SPECIAL HIGHWAY	SPECIAL HIGHWAY	36,213.77
			TOTAL:	50,533.00
LLOYD HAROLD	IXOM/MEDORA AIR MIXER	WASTEWATER	WASTEWATER	8,300.00
			TOTAL:	8,300.00
MFA OIL CO - PETRO CARD 24	FIRE FUEL	PUBLIC SAFETY	FIRE DEPARTMENT	71.16
	POLICE FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	1,583.60
			TOTAL:	1,654.76
MILLERS CONSTRUCTION, INC.	GARAGE DOOR REPAIR	PUBLIC SAFETY	FIRE DEPARTMENT	330.00
			TOTAL:	330.00
MILLS, JESSICA	REIMB PAVILL CREW LUNCH/HO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	107.57
	REIMB MILEAGE-LAWRENCE WKS	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	65.25
	REIMB PAVILL CREW LUNCH/HO	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	387.01
			TOTAL:	559.83
NORTHERN TOOL AND EQUIPMENT	5 GAL BUCKET (6) PAVILLIO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	23.94
			TOTAL:	23.94
OLATHE WINWATER WORKS CO.	SS REPAIR CLAMP	WATER	WATER	231.00
			TOTAL:	231.00
OMNIGO INFORMATION TECHNOLOGIES, LLC	FEB - JULY 2025 COVERAGE	PUBLIC SAFETY	POLICE DEPARTMENT	7,045.04
			TOTAL:	7,045.04
PREMIER TRUCK GROUP	HEARTER/CORE REPL/ 17 FRTL	SANITATION	SANITATION	118.97
			TOTAL:	118.97

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
PROPIO LS, LLC	INTERPRETATOR FEES	PUBLIC SAFETY	POLICE DEPARTMENT	16.90_
			TOTAL:	16.90_
ROCKERS EARTHWORKS, LLC	OAK/PARK SIDE WALK PROJ	SPECIAL HIGHWAY	SPECIAL HIGHWAY	1,500.00_
			TOTAL:	1,500.00_
RUESCHHOFF LOCKSMITH & SECURITY	ALARM MONITORNG/BACKUP	LIBRARY	LIBRARY	121.35_
			TOTAL:	121.35_
RYAN WALTER DBA	OCT/NOV PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	17.50
	OCT/NOV PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	10.00
	OCT/NOV PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	30.00
	OCT/NOV PEST CONTROL	GENERAL	PARKS, RECREATION & CE	60.00
	OCT/NOV PEST CONTROL	GENERAL	PARKS, RECREATION & CE	60.00
	OCT/NOV PEST CONTROL	GENERAL	PARKS, RECREATION & CE	60.00
	OCT/NOV PEST CONTROL	GENERAL	STREET & STORMWATER	30.00
	OCT/NOV PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	60.00
	OCT/NOV PEST CONTROL	LIBRARY	LIBRARY	60.00
	OCT/NOV PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	60.00
	OCT/NOV PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	30.00
	OCT/NOV PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	30.00
	OCT/NOV PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	15.00
	OCT/NOV PEST CONTROL	GAS	GAS	15.00
	OCT/NOV PEST CONTROL	SANITATION	SANITATION	15.00
	OCT/NOV PEST CONTROL	WATER	WATER	15.00
	OCT/NOV PEST CONTROL	WATER	WATER	30.00
	OCT/NOV PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	2.50_
			TOTAL:	600.00_
SCHETTLER, PAT	SUBSCRIPTION AVIATION	AIRPORT	MUNICIPAL AIRPORT	149.99
	FBO SUPPLIES	AIRPORT	MUNICIPAL AIRPORT	147.87
	ROOF PAINT 8 X 5 GAL	AIRPORT	MUNICIPAL AIRPORT	1,200.00
	OFFSET MOWER	AIRPORT	MUNICIPAL AIRPORT	780.00_
			TOTAL:	2,277.86_
SNAP-ON CREDIT LLC	MONTHLY FEE	GENERAL	STREET & STORMWATER	46.75_
			TOTAL:	46.75_
SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	GAS	GAS	27,004.40_
			TOTAL:	27,004.40_
ST LUKES HEALTH SYSTEM	DARIN WILSON	GENERAL	COMMUNITY DEVELOPMENT	138.00
	DRUG - CHAZ DONALDSON	GENERAL	STREET & STORMWATER	138.00
	CHAZ DONALDSON	GENERAL	STREET & STORMWATER	65.00
	JEFFREY BOWYER	PARKSIDE #1	PARKSIDE #1	58.33
	AMBER MCNICOL	PARKSIDE #1	PARKSIDE #1	38.34
	JEFFREY BOWYER	PARKSIDE #2	PARKSIDE #2	58.33
	AMBER MCNICOL	PARKSIDE #2	PARKSIDE #2	38.33
	JEFFREY BOWYER	PARK PLAZA NORTH	PARK PLAZA NORTH	58.34
	AMBER MCNICOL	PARK PLAZA NORTH	PARK PLAZA NORTH	38.33_
			TOTAL:	631.00_
STIFTER, TYLER	MOWING 10.9.24	LIBRARY	LIBRARY	50.00_
			TOTAL:	50.00_
THE UNIVERSITY OF KANSAS	LAW ENFORCEMENT LEADERSHIP	PUBLIC SAFETY	POLICE DEPARTMENT	1,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,000.00
TRAVEL INDUSTRY ASSOC. OF KS	MEMBERSHIP 2025	GENERAL	COMMUNITY DEVELOPMENT	250.00
			TOTAL:	250.00
UCI TESTING	ADMIN FEE/DOT EMPL FEE	GENERAL	GOVERNMENT ADMINISTRAT	1,500.00
			TOTAL:	1,500.00
UNITED RENTALS	HARNESS SFTY W6' DETACHABL INDUSTRIAL PARK DE	IND PARK DEVELOPMENT		356.40
			TOTAL:	356.40
NEW PRECISION TECHNOLOGY	OPTI CLEAR MATTE 27X250	LIBRARY	LIBRARY	166.39
			TOTAL:	166.39
VERMEER GREAT PLAINS	WOOD CHIPPER REPAIR	GENERAL	STREET & STORMWATER	15.54
	WOOD CHIPPER REPAIR	ELECTRIC	ELECTRIC DISTRIBUTION	15.53
	WOOD CHIPPER REPAIR	GAS	GAS	15.53
	WOOD CHIPPER REPAIR	WASTEWATER	WASTEWATER	15.54
	WOOD CHIPPER REPAIR	WATER	WATER	15.53
			TOTAL:	77.67
WHITAKER AGGREGATES, INC.	ROCK/SAND	GENERAL	PARKS, RECREATION & CE	35.53
	SIDEWALK PROJECT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	716.46
	ROCK/SAND STOCK	GAS	GAS	115.15
	ROCK/SAND STOCK	WATER	WATER	115.15
			TOTAL:	982.29
WICHITA STATE UNIVERSITY	CCMFOA 2025 MEMBERSHIP	GENERAL	GOVERNMENT ADMINISTRAT	75.00
			TOTAL:	75.00

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

036	INDUSTRIAL PARK DEVELOPMN	1,142.91
101	GENERAL	35,152.18
102	AIRPORT	2,387.37
104	LIBRARY	397.74
105	PUBLIC SAFETY	27,375.50
106	SPECIAL HIGHWAY	38,430.23
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110	GAS	29,101.90
111	SANITATION	1,042.95
112	WASTEWATER	8,934.37
113	WATER	23,808.24
114	ECONOMIC DEVELOPMENT	454.76
115	PARKSIDE #1	4,240.34
116	PARKSIDE #2	5,448.15
117	PARK PLAZA NORTH	4,300.02
118	CAPITAL IMPROVEMENT	2,004.71

GRAND TOTAL: 236,073.82

TOTAL PAGES: 5

BILLS: \$236,073.82
DRAFT: (\$ 50,273.00)
PAYROLL: \$120,983.44
TOTAL: \$306,784.26