



Small, Serene, Simply Garnett.

City Commission Meeting AGENDA December 10, 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, Scott King, Church of the Nazarene
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Governing Body Comments**
 - A. Commissioner Wiehl
 - B. Commissioner Locke
 - C. Mayor Cole
- IV. **Consent Agenda**
 - A. Approval of Minutes from November 26, 2024, Regular City Commission Meeting.
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$202,912.60
- 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. Water Plant update from McClure Engineering.
 - D. Dane Hicks – Questions/Discussion regarding Draft City Commission Meeting Minutes.
 - 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.
- VI. **Staff Updates**
- VII. **Discussion Items**
 - A. Christmas Party Reminder
- VIII. **Informational Items**
 - A. Santa's Toy Shop, hosted by Shane N Shine and Everything Else, will be held at Shade N Shine on December 16 from 4:00 p.m. to 8:00 p.m.
 - B. City Offices will be closed December 24th and 25th as well as January 1st.
- 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 November 26, 2024, at 6:00 p.m. with the following individuals present; Mayor, Jody Cole, City Commissioner, Nate Wiehl and Mark Locke, City Manager Travis Wilson, City Clerk, Trish Brewer, City Attorney Terry Solander.

CALL TO ORDER

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

The Pledge of Allegiance was recited.
Invocation, Vernon Yoder, Mt. Ida Church

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

No citizens present.

GOVERNING BODY COMMENTS

- *Commissioner Wiehl*

Happy Thanksgiving asked all to count their blessings and reflect on those.

- *Commissioner Locke*

Happy Thanksgiving, looking forward to the parade on Saturday.

- *Mayor Cole*

Happy Thanksgiving. Asked for updates on the Water Treatment Plant. City Manager Wilson stated working on setting up a pilot test. Mayor Cole requested that the Steering Committee and Landbank be added on the January agenda.

CONSENT AGENDA

A. Approval of minutes from December 12, 2024, Regular City Commission Meet.

B. Approval of Semi-Monthly Bills and Payroll in the amount of \$216,771.46.

Commissioner Locke motioned to approve the Consent Agenda as presented.

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

REGULAR BUSINESS

A. Cassie Morrison, Southeast Kansas Health Department

Ms. Morrison was unable to attend, moved the item to the next agenda.

B. Ninnescah Flats Solar Project Agreement -- Sam Mills.

Introduced Ninnescah Flats Solar Farm Project to the Commission for potential power purchase agreement when the current agreement expires in 2026.

C. Consideration of Resolution 2024-12: Execution of the Ninnescah Flats Solar Project Agreement.

Placed on hold as Commission would like time to read the offer that was presented.

STAFF UPDATES

Economic Development Director/Grant Writer, Mills.

Jessican Mills presented activities for the month. Pavillion project is moving along and on target. Several meetings were held with the other communities in Anderson County. Ms. Mills would like to see more support between those communities and Garnett benefiting all. Stated she would like to begin joint meetings with all the Mayors of the municipalities in Anderson County.

DISCUSSION ITEMS

A. Storage Containers:

City Manager, Wilson presented more information and documentation. City Attorney, Solander requested each Commissioners thoughts on storage containers. Consensus is no residential or commercial, possibly temporary use for construction, no container homes.

B. Swimming Pool -- Next Steps

City Manager, Wilson presented three options to Commission.

- a. Do nothing – close the pool.
- b. Purchase new filter, operate 2025 and hope it works for several years.
- c. Purchase new filter, operate 2025 and place on the ballot for sales tax.

Commissioner Locke motioned to accept option C as presented. Seconded by Mayor Cole.

Motion passed (3) YEA (0) NAY

C. Draft City Commission Meeting minutes to Dane Hicks

Consensus of Commission is “no,” they are not approved minutes.

INFORMATIONAL ITEMS

- A. Small Business Saturday, hosted by the Garnett Area Chamber of Commerce, will be held on November 30th.
- B. The Garnett Fire Department Chili & Soup Supper, hosted by the Garnett Volunteer fire Department, will be held at the Garnett Fire Station on November 30th.
- C. The 54th Annual Christmas Parade and Lighting Ceremony, hosted by the Garnett Area Chamber of Commerce, will be held on the Town Square on November 30th.
- D. The Holiday Homes Tour, hosted by the Friends of the Garnett Public Library, will be held December 1st.
- E. The Holiday Boutique, hosted by the Garnett BPW, will be held at the Kirk House December 1st.

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

None

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

EXECUTIVE SESSION

No

ADJOURNMENT

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

Meeting adjourned at 7:06 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

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

Fee \$ 75.00

2025

License No. CG-01-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **FAMILY DOLLAR/DOLLAR TREE** to sell at retail

**CEREAL MALT BEVERAGES
IN UNOPENED CONTAINERS**

AT 506 N MAPLE STREET 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

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

Fee \$ 75.00

2025

License No. CG-02-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **LEISZLER OIL/SHORT STOP #20** to sell at retail

**CEREAL MALT BEVERAGES
IN UNOPENED CONTAINERS**

AT 420 S 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

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

Fee \$ 75.00

2025

License No. CG-03-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **LEISZLER OIL/SHORT STOP #29** to sell at retail

**CEREAL MALT BEVERAGES
IN UNOPENED CONTAINERS**

AT 430 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

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

Fee \$ 100.00

2025

License No. CG-04-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **PIZZA HUT** to sell at retail

**CEREAL MALT BEVERAGES
FOR CONSUMPTION ON PREMISES**

AT 405 N MAPLE STREET 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

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

Fee \$ 75.00

2025

License No. CG-05-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **CASEY'S #1336** to sell at retail

**CEREAL MALT BEVERAGES
IN UNOPENED CONTAINERS**

AT 219 W PARK ROAD 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

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

Fee \$ 100.00

2025

License No. CG-07-CMB

TO ALL WHOM IT MAY CONCERN:

License is hereby granted to **MI-FU, LLC** to sell at retail

**CEREAL MALT BEVERAGES
FOR CONSUMPTION ON PREMISES**

AT 101 W 4TH AVENUE 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 10th day of December 2024.

City Clerk _____

Mayor _____

Treasurer _____

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
IND PARK DEVELOPMENT	INDUSTRIAL PARK DE	NORTHERN TOOL AND EQUIPMENT	PAVILLION GLOVES/SAFETY GL	201.60
			PAVILLION SAFETY VEST	20.26
			PAVILLION FACE SHIELD/REPL	348.49
			PAVILLION CARABINER SCREW	166.93
			PAVILLION CLOTHING/HARD HA	1,296.90
			TOTAL:	2,034.18
GOVERNMENT ADMINISTRAT	GENERAL	GENERAL MACHINERY & SUPPLY COMPANY INC	COPIER WIRE REPAIR	15.00
			CITY HALL	114.94
			CITY HALL/COM DEV COPIES	187.84
			DECEMBER 2024 BILLING	800.00
			FUEL SPLIT	186.15
			SEE ATTACHED BREAKDOWN	17.98
			POSTAGE SPLIT	150.00
			CELL PHONE	68.85
			TOTAL:	1,540.76
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	BOARD CAT (4)	64.00
			BOARD CAT (5) # 7790	80.00
			#7789,#7790,#7791-7793	339.00
			CITY HALL/COM DEV COPIES	395.33
			FUEL SPLIT	67.34
			COM DEV #7745674439	26.00
			SEE ATTACHED BREAKDOWN	19.98
			SEE ATTACHED BREAKDOWN	69.99
			POSTAGE SPLIT	420.00
			SCREENING - D WILSON	75.70
			CELL PHONE	88.02
			TOTAL:	1,645.36
PARKS, RECREATION & CE	GENERAL	CRYSTAL LAKE FISHERIES, INC.	RAINBOW TROUT 350 POUNDS	2,187.50
			RAINBOW TROUT 300 POUNDS	1,875.00
			GERKEN RENT-ALL, INC	
			NORTH LAKE TOILETS (5)	357.50
			RESERVOIR TOILETS (6)	627.00
			FUEL SPLIT	77.91
			DECEMBER WAGES	60.00
			BASE PLYGS (12)	72.50
			BASKETBALL(20)/BALL BAGS (	383.21
			PARKS #9127811310	81.43
			PARKS #5102657023	17.70
			CAMPSITE #0638664876	27.00
			KRPA CONF 2025	385.00
			SEE ATTACHED BREAKDOWN	106.95
			SEE ATTACHED BREAKDOWN	21.98
			SEE ATTACHED BREAKDOWN	2.99
			DIESEL ANTIGEL	23.99
			NOV 13 @ \$15.00	195.00
			TOTAL:	6,502.66
STREET & STORMWATER	GENERAL	GERKEN RENT-ALL, INC	MINI EXCAVATOR RENT-STREET	203.50
			FUEL SPLIT	117.75
			FUEL SPLIT	514.76
			FUEL SPLIT	532.64
			SEE ATTACHED BREAKDOWN	87.97
			SCREENING -DONALDSON	75.70
			WITTMAN NAPA AUTO PARTS	
			22 EXACT FIT BLADE	22.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			02' CHEV REAR MAIN SEAL	131.75
			DS BEARING SUPPORT	109.35
			TOTAL:	1,795.72
MUNICIPAL AIRPORT	AIRPORT	MILLER HARDWARE	SEE ATTACHED BREAKDOWN	2.59
			SEE ATTACHED BREAKDOWN	17.00
		SCHETTTLER, PAT	DECEMBER WAGES	5,000.00
		VERIZON	CELL PHONE	41.51
			TOTAL:	5,061.10
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIES	152.02
			TOTAL:	152.02
FIRE DEPARTMENT	PUBLIC SAFETY	HAYS FIRE AND RESCUE SALES & SERVICE L	AUTO CHARGE BATTERY REPLAC	1,562.10
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	71.23
		TFM COMM INC	RADIO INSTALLTION	500.00
			RADIO INSTALLTION	2,170.33
		WITTMAN NAPA AUTO PARTS	13" CHEV A/C SERPENTINE	47.30
			TOTAL:	4,350.96
POLICE DEPARTMENT	PUBLIC SAFETY	AXON ENTERPRISE, INC.	STREAMING/SOFTWARE MAINT	1,838.00
		BAYSINGERS UNIFORM & EQUIPMENT	UNIFORM & EQUIPMENT--KING	593.88
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	38.98
			SEE ATTACHED BREAKDOWN	3.59
			SEE ATTACHED BREAKDOWN	5.59
		PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	30.00
		RICHMOND BODY WORKS LLC	21 EXPLORER	235.87
		VERIZON	CELL PHONE	320.16
			CELL PHONE	342.08
		WEX BANK	POLICE FUEL	99.71
		WITTMAN NAPA AUTO PARTS	FUSE HOLDER	6.99
			BATTERY/CORE	189.99
			NEW WATER PUMP	136.55
			TOTAL:	3,841.39
TOURISM	TOURISM	FAB CREATIVE SERVICES, LLC	WINTER 2024 ISSUE	500.00
			TOTAL:	500.00
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ACCESS BILLING	452.55
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	74.39
		PIONEER RESEARCH	BLAST TOWER "H"	862.54
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	34.80
			SEE ATTACHED BREAKDOWN	82.98
		OFFICE STATE FIRE MARSHALL	WATER TUBE KS24836H	30.00
			TOTAL:	1,537.26
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	WIRE 500 RISER 250FT	750.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	233.74
			FUEL SPLIT	298.51
			FUEL SPLIT	2.82
		KANSAS MUNICIPAL UTILITIES, INC	LINEWORKER ACADEMY--BARNET	150.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES 35 SPLIT	10.50
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	11.99
			SEE ATTACHED BREAKDOWN	22.24
			SEE ATTACHED BREAKDOWN	31.16
			SEE ATTACHED BREAKDOWN	79.76

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			SEE ATTACHED BREAKDOWN	90.92
		PROTECTIVE EQUIP. TEST. LAB	LEATHER PROTECT - REID	880.64
		VERIZON	CELL PHONE	46.51
		WITTMAN NAPA AUTO PARTS	RTU EXT LIFE GAL	19.98
			SPADE TERMINAL	4.75
			TOTAL:	2,633.52
GAS	GAS	FIDELIS ENERGY GROUP, LLC	DEC PROCUREMENT	1,650.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	123.39
		GRANT COUNTY	SOUTHERN STAR STORED GAS	253.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES 35 SPLIT	10.50
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	37.98
			SEE ATTACHED BREAKDOWN	73.78
			SEE ATTACHED BREAKDOWN	20.77
			TOTAL:	2,169.42
SANITATION	SANITATION	ANDERSON CO SOLID WASTE	TS TONNAGE/C&D/CITY WIDE	8,742.87
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	117.40
			FUEL SPLIT	865.02
			TOTAL:	9,725.29
WASTEWATER	WASTEWATER	BRIGHTSPEED COMMUNICATIONS	WASTEWATER PLANT	123.66
			WASTEWATER PLANT	123.65
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	264.76
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES 35 SPLIT	10.50
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	18.90
			SEE ATTACHED BREAKDOWN	19.98
		OLATHE WINWATER WORKS CO.	MANHOLE COVERS (3) 23"	1,005.00
		VERIZON	CELL PHONE	41.51
			TOTAL:	1,607.96
WATER	WATER	ACCURATE ENVIRONMENTAL LLC	TESTING	427.26
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	123.74
			FUEL SPLIT	74.04
		HAWKINS, INC.	CHLORINE CYLINDER	10.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES 35 SPLIT	10.50
		MILLER HARDWARE	SEE ATTACHED BREAKDOWN	9.99
		OLATHE WINWATER WORKS CO.	PIPE	2,172.00
			WATER PLUG/SOIL TIGHT	490.00
			FC CLAMP/SS REPR CLAMP/BOL	1,061.00
			HYDRANT GREASE/OIL	300.00
		PACE ANALYTICAL SERVICES LLC	SAMPLE TESTING	308.90
			TOTAL:	4,987.43
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	VERIZON	CELL PHONE	41.51
			TOTAL:	41.51
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	GHA	103.60
			GHA	89.98
		C.E.S.	ESLR-1 (3)	41.34
		DIGITAL CONNECTIONS, INC.	PRINT CARTRIDGE	43.50
		GARNETT HOME CENTER	BOLTS,WAX GASKET, ETC	20.48
		MEI TOTAL ELEVATOR SOLUTIONS	DEC MONTHLY SERVICE	311.15
		REALPAGE	SCREENING	27.72
		VALIDITY SCREENING SOLUTIONS	SCREENING - BOWYER	25.23
			SCREENING - MCNICOL	20.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	683.33
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	GHA	103.60
			GHA	89.98
		C.E.S.	ESLR-1 (3)	41.34
		DIGITAL CONNECTIONS, INC.	PRINT CARTRIDGE	43.50
		GARNETT HOME CENTER	BOLTS,WAX GASKET, ETC	22.47
		MEI TOTAL ELEVATOR SOLUTIONS	DEC MONTHLY SERVICE	311.14
		KINGSOLVER, SCOTT	CARPET	537.11
		VALIDITY SCREENING SOLUTIONS	SCREENING - BOWYER	25.23
			SCREENING - MCNICOL	20.33
			TOTAL:	1,194.70
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	GHA	103.61
			GHA	89.98
		DIGITAL CONNECTIONS, INC.	PRINT CARTRIDGE	43.80
		GARNETT HOME CENTER	BOLTS,WAX GASKET, ETC	128.38
		VALIDITY SCREENING SOLUTIONS	SCREENING - BOWYER	25.24
			SCREENING - MCNICOL	20.34
			TOTAL:	411.35
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	LLOYD HAROLD	REPLACEMENT MIXER XRCP 252	16,041.20
		UTILITY SAFETY AND DESIGN, INC.	GAS ODORANT	4,521.09
			TOTAL:	20,562.29

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

036	INDUSTRIAL PARK DEVELOPMN	2,034.18
101	GENERAL	11,484.50
102	AIRPORT	5,061.10
104	LIBRARY	152.02
105	PUBLIC SAFETY	8,192.35
107	TOURISM	500.00
109	ELECTRIC	4,170.78
110	GAS	2,169.42
111	SANITATION	9,725.29
112	WASTEWATER	1,607.96
113	WATER	4,987.43
114	ECONOMIC DEVELOPMENT	41.51
115	PARKSIDE #1	683.33
116	PARKSIDE #2	1,194.70
117	PARK PLAZA NORTH	411.35
118	CAPITAL IMPROVEMENT	20,562.29

GRAND TOTAL: 72,978.21

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCURATE ENVIRONMENTAL LLC	TESTING	WATER	WATER	427.26_
			TOTAL:	427.26_
ADVANTAGE COMPUTER ENTERPRISES INC	COPIER WIRE REPAIR	GENERAL	GOVERNMENT ADMINISTRAT	15.00_
			TOTAL:	15.00_
ANDERSON CO SOLID WASTE	TS TONNAGE/C&D/CITY WIDE	SANITATION	SANITATION	8,742.87_
			TOTAL:	8,742.87_
ANIXTER, INC.	WIRE 500 RISER 250FT	ELECTRIC	ELECTRIC DISTRIBUTION	750.00_
			TOTAL:	750.00_
AT & T	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	452.55_
			TOTAL:	452.55_
AXON ENTERPRISE, INC.	STREAMING/SOFTWARE MAINT	PUBLIC SAFETY	POLICE DEPARTMENT	1,838.00_
			TOTAL:	1,838.00_
BATS ON DECK	BASE PLYGS (12)	GENERAL	PARKS, RECREATION & CE	72.50
	BASKETBALL(20)/BALL BAGS (	GENERAL	PARKS, RECREATION & CE	383.21_
			TOTAL:	455.71_
BAYSINGERS UNIFORM & EQUIPMENT	UNIFORM & EQUIPMENT--KING	PUBLIC SAFETY	POLICE DEPARTMENT	593.88_
			TOTAL:	593.88_
BRIGHTSPEED COMMUNICATIONS	CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	114.94
	WASTEWATER PLANT	WASTEWATER	WASTEWATER	123.66
	WASTEWATER PLANT	WASTEWATER	WASTEWATER	123.65
	GHA	PARKSIDE #1	PARKSIDE #1	103.60
	GHA	PARKSIDE #1	PARKSIDE #1	89.98
	GHA	PARKSIDE #2	PARKSIDE #2	103.60
	GHA	PARKSIDE #2	PARKSIDE #2	89.98
	GHA	PARK PLAZA NORTH	PARK PLAZA NORTH	103.61
	GHA	PARK PLAZA NORTH	PARK PLAZA NORTH	89.98_
			TOTAL:	943.00_
C.E.S.	ESLR-1 (3)	PARKSIDE #1	PARKSIDE #1	41.34
	ESLR-1 (3)	PARKSIDE #2	PARKSIDE #2	41.34_
			TOTAL:	82.68_
COUNTRYSIDE VET CLINIC, INC.	BOARD CAT (4)	GENERAL	COMMUNITY DEVELOPMENT	64.00
	BOARD CAT (5) # 7790	GENERAL	COMMUNITY DEVELOPMENT	80.00
	#7789,#7790,#7791-7793	GENERAL	COMMUNITY DEVELOPMENT	339.00_
			TOTAL:	483.00_
CRYSTAL LAKE FISHERIES, INC.	RAINBOW TROUT 350 POUNDS	GENERAL	PARKS, RECREATION & CE	2,187.50
	RAINBOW TROUT 300 POUNDS	GENERAL	PARKS, RECREATION & CE	1,875.00_
			TOTAL:	4,062.50_
DIGITAL CONNECTIONS, INC.	CITY HALL/COM DEV COPIES	GENERAL	GOVERNMENT ADMINISTRAT	187.84
	CITY HALL/COM DEV COPIES	GENERAL	COMMUNITY DEVELOPMENT	395.33
	LIBRARY COPIES	LIBRARY	LIBRARY	152.02
	PRINT CARTRIDGE	PARKSIDE #1	PARKSIDE #1	43.50
	PRINT CARTRIDGE	PARKSIDE #2	PARKSIDE #2	43.50
	PRINT CARTRIDGE	PARK PLAZA NORTH	PARK PLAZA NORTH	43.80_
			TOTAL:	865.99_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
EVERGY	COM DEV #7745674439	GENERAL	COMMUNITY DEVELOPMENT	26.00
	PARKS #9127811310	GENERAL	PARKS, RECREATION & CE	81.43
	PARKS #5102657023	GENERAL	PARKS, RECREATION & CE	17.70
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	27.00
			TOTAL:	152.13
FAB CREATIVE SERVICES, LLC	WINTER 2024 ISSUE	TOURISM	TOURISM	500.00
			TOTAL:	500.00
FIDELIS ENERGY GROUP, LLC	DEC PROCUREMENT	GAS	GAS	1,650.00
			TOTAL:	1,650.00
GARNETT HOME CENTER	BOLTS,WAX GASKET, ETC	PARKSIDE #1	PARKSIDE #1	20.48
	BOLTS,WAX GASKET, ETC	PARKSIDE #2	PARKSIDE #2	22.47
	BOLTS,WAX GASKET, ETC	PARK PLAZA NORTH	PARK PLAZA NORTH	128.38
			TOTAL:	171.33
GARNETT POST OFFICE	DECEMBER 2024 BILLING	GENERAL	GOVERNMENT ADMINISTRAT	800.00
			TOTAL:	800.00
GENERAL MACHINERY & SUPPLY COMPANY INC	PAVILLION CLOTHING/HARD HA	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	1,296.90
			TOTAL:	1,296.90
GERKEN RENT-ALL, INC	NORTH LAKE TOILETS (5)	GENERAL	PARKS, RECREATION & CE	357.50
	RESERVOIR TOILETS (6)	GENERAL	PARKS, RECREATION & CE	627.00
	MINI EXCAVATOR RENT-STREET	GENERAL	STREET & STORMWATER	203.50
			TOTAL:	1,188.00
GRANT COUNTY	SOUTHERN STAR STORED GAS	GAS	GAS	253.00
			TOTAL:	253.00
HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	186.15
	FUEL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	67.34
	FUEL SPLIT	GENERAL	PARKS, RECREATION & CE	77.91
	FUEL SPLIT	GENERAL	STREET & STORMWATER	117.75
	FUEL SPLIT	GENERAL	STREET & STORMWATER	514.76
	FUEL SPLIT	GENERAL	STREET & STORMWATER	532.64
	FUEL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	74.39
	FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	233.74
	FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	298.51
	FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	2.82
	FUEL SPLIT	GAS	GAS	123.39
	FUEL SPLIT	SANITATION	SANITATION	117.40
	FUEL SPLIT	SANITATION	SANITATION	865.02
	FUEL SPLIT	WASTEWATER	WASTEWATER	264.76
	FUEL SPLIT	WATER	WATER	123.74
	FUEL SPLIT	WATER	WATER	74.04
			TOTAL:	3,674.36
HAWKINS, INC.	CHLORINE CYLINDER	WATER	WATER	10.00
			TOTAL:	10.00
HAYS FIRE AND RESCUE SALES & SERVICE L	AUTO CHARGE BATTERY REPLAC	PUBLIC SAFETY	FIRE DEPARTMENT	1,562.10
			TOTAL:	1,562.10
KANSAS MUNICIPAL UTILITIES,INC	LINEWORKER ACADEMY--BARNET	ELECTRIC	ELECTRIC DISTRIBUTION	150.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	150.00
KANSAS RECREATION & PARK ASSOC	KRPA CONF 2025	GENERAL	PARKS, RECREATION & CE	385.00
			TOTAL:	385.00
KINGSOLVER, SCOTT	CARPET	PARKSIDE #2	PARKSIDE #2	537.11
			TOTAL:	537.11
KLEHAMMER, BRENDA JE'NELLE	NOV 13 @ \$15.00	GENERAL	PARKS, RECREATION & CE	195.00
			TOTAL:	195.00
KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES 35 SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	10.50
	LOCATES 35 SPLIT	GAS	GAS	10.50
	LOCATES 35 SPLIT	WASTEWATER	WASTEWATER	10.50
	LOCATES 35 SPLIT	WATER	WATER	10.50
			TOTAL:	42.00
LLOYD HAROLD	REPLACEMENT MIXER XRCP 252	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	16,041.20
			TOTAL:	16,041.20
MCSPADDEN, ANGELA	DECEMBER WAGES	GENERAL	PARKS, RECREATION & CE	60.00
			TOTAL:	60.00
MEI TOTAL ELEVATOR SOLUTIONS	DEC MONTHLY SERVICE	PARKSIDE #1	PARKSIDE #1	311.15
	DEC MONTHLY SERVICE	PARKSIDE #2	PARKSIDE #2	311.14
			TOTAL:	622.29
MILLER HARDWARE	SEE ATTACHED BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	17.98
	SEE ATTACHED BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	19.98
	SEE ATTACHED BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	69.99
	SEE ATTACHED BREAKDOWN	GENERAL	PARKS, RECREATION & CE	106.95
	SEE ATTACHED BREAKDOWN	GENERAL	PARKS, RECREATION & CE	21.98
	SEE ATTACHED BREAKDOWN	GENERAL	PARKS, RECREATION & CE	2.99
	SEE ATTACHED BREAKDOWN	GENERAL	STREET & STORMWATER	87.97
	SEE ATTACHED BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	2.59
	SEE ATTACHED BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	17.00
	SEE ATTACHED BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	71.23
	SEE ATTACHED BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	38.98
	SEE ATTACHED BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	3.59
	SEE ATTACHED BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	5.59
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	34.80
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	82.98
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	11.99
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	22.24
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	31.16
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	79.76
	SEE ATTACHED BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	90.92
	SEE ATTACHED BREAKDOWN	GAS	GAS	37.98
	SEE ATTACHED BREAKDOWN	GAS	GAS	73.78
	SEE ATTACHED BREAKDOWN	GAS	GAS	20.77
	SEE ATTACHED BREAKDOWN	WASTEWATER	WASTEWATER	18.90
	SEE ATTACHED BREAKDOWN	WASTEWATER	WASTEWATER	19.98
	SEE ATTACHED BREAKDOWN	WATER	WATER	9.99
			TOTAL:	1,002.07
NORTHERN TOOL AND EQUIPMENT	PAVILLION GLOVES/SAFETY GL	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	201.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	PAVILLION SAFETY VEST	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	20.26
	PAVILLION FACE SHIELD/REPL	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	348.49
	PAVILLION CARABINER SCREW	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	166.93
			TOTAL:	737.28
OFFICE STATE FIRE MARSHALL	WATER TUBE KS24836H	ELECTRIC	ELECTRIC PRODUCTION	30.00
			TOTAL:	30.00
OLATHE WINWATER WORKS CO.	MANHOLE COVERS (3) 23"	WASTEWATER	WASTEWATER	1,005.00
	PIPE	WATER	WATER	2,172.00
	WATER PLUG/SOIL TIGHT	WATER	WATER	490.00
	FC CLAMP/SS REPR CLAMP/BOL	WATER	WATER	1,061.00
	HYDRANT GREASE/OIL	WATER	WATER	300.00
			TOTAL:	5,028.00
PACE ANALYTICAL SERVICES LLC	SAMPLE TESTING	WATER	WATER	308.90
			TOTAL:	308.90
PIONEER RESEARCH	BLAST TOWER "H"	ELECTRIC	ELECTRIC PRODUCTION	862.54
			TOTAL:	862.54
PITNEY BOWES PURCHASE POWER	POSTAGE SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	150.00
	POSTAGE SPLIT	GENERAL	COMMUNITY DEVELOPMENT	420.00
	POSTAGE SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	30.00
			TOTAL:	600.00
PROTECTIVE EQUIP. TEST. LAB	LEATHER PROTECT - REID	ELECTRIC	ELECTRIC DISTRIBUTION	880.64
			TOTAL:	880.64
REALPAGE	SCREENING	PARKSIDE #1	PARKSIDE #1	27.72
			TOTAL:	27.72
RICHMOND BODY WORKS LLC	21 EXPLORER	PUBLIC SAFETY	POLICE DEPARTMENT	235.87
			TOTAL:	235.87
SCHETTTLER, PAT	DECEMBER WAGES	AIRPORT	MUNICIPAL AIRPORT	5,000.00
			TOTAL:	5,000.00
TFM COMM INC	RADIO INSTALLTION	PUBLIC SAFETY	FIRE DEPARTMENT	500.00
	RADIO INSTALLTION	PUBLIC SAFETY	FIRE DEPARTMENT	2,170.33
			TOTAL:	2,670.33
UTILITY SAFETY AND DESIGN, INC.	GAS ODORANT	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	4,521.09
			TOTAL:	4,521.09
VALIDITY SCREENING SOLUTIONS	SCREENING - D WILSON	GENERAL	COMMUNITY DEVELOPMENT	75.70
	SCREENING -DONALDSON	GENERAL	STREET & STORMWATER	75.70
	SCREENING - BOWYER	PARKSIDE #1	PARKSIDE #1	25.23
	SCREENING - MCNICOL	PARKSIDE #1	PARKSIDE #1	20.33
	SCREENING - BOWYER	PARKSIDE #2	PARKSIDE #2	25.23
	SCREENING - MCNICOL	PARKSIDE #2	PARKSIDE #2	20.33
	SCREENING - BOWYER	PARK PLAZA NORTH	PARK PLAZA NORTH	25.24
	SCREENING - MCNICOL	PARK PLAZA NORTH	PARK PLAZA NORTH	20.34
			TOTAL:	288.10
VERIZON	CELL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	68.85

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	CELL PHONE	GENERAL	COMMUNITY DEVELOPMENT	88.02
	CELL PHONE	AIRPORT	MUNICIPAL AIRPORT	41.51
	CELL PHONE	PUBLIC SAFETY	POLICE DEPARTMENT	320.16
	CELL PHONE	PUBLIC SAFETY	POLICE DEPARTMENT	342.08
	CELL PHONE	ELECTRIC	ELECTRIC DISTRIBUTION	46.51
	CELL PHONE	WASTEWATER	WASTEWATER	41.51
	CELL PHONE	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	41.51
			TOTAL:	990.15
WEX BANK	POLICE FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	99.71
			TOTAL:	99.71
WITTMAN NAPA AUTO PARTS	DIESEL ANTIGEL	GENERAL	PARKS, RECREATION & CE	23.99
	22 EXACT FIT BLADE	GENERAL	STREET & STORMWATER	22.30
	02' CHEV REAR MAIN SEAL	GENERAL	STREET & STORMWATER	131.75
	DS BEARING SUPPORT	GENERAL	STREET & STORMWATER	109.35
	13" CHEV A/C SERPENTINE	PUBLIC SAFETY	FIRE DEPARTMENT	47.30
	FUSE HOLDER	PUBLIC SAFETY	POLICE DEPARTMENT	6.99
	BATTERY/CORE	PUBLIC SAFETY	POLICE DEPARTMENT	189.99
	NEW WATER PUMP	PUBLIC SAFETY	POLICE DEPARTMENT	136.55
	RTU EXT LIFE GAL	ELECTRIC	ELECTRIC DISTRIBUTION	19.98
	SPADE TERMINAL	ELECTRIC	ELECTRIC DISTRIBUTION	4.75
			TOTAL:	692.95

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===== FUND TOTALS =====
036 INDUSTRIAL PARK DEVELOPMN      2,034.18
101 GENERAL                        11,484.50
102 AIRPORT                        5,061.10
104 LIBRARY                        152.02
105 PUBLIC SAFETY                   8,192.35
107 TOURISM                         500.00
109 ELECTRIC                       4,170.78
110 GAS                            2,169.42
111 SANITATION                     9,725.29
112 WASTEWATER                     1,607.96
113 WATER                          4,987.43
114 ECONOMIC DEVELOPMENT            41.51
115 PARKSIDE #1                     683.33
116 PARKSIDE #2                    1,194.70
117 PARK PLAZA NORTH                411.35
118 CAPITAL IMPROVEMENT            20,562.29
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GRAND TOTAL:                       72,978.21
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TOTAL PAGES: 5

BILLS: \$ 72,978.21
PAYROLL: \$129,934.39
TOTAL: \$202,912.60