



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

January 14, 2025, 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, Art Black, Buffalo Nazarene
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
- III. **Governing Body Transition**
 - A. Mayor Cole
 - B. Commissioner Cole Oath of Office
 - C. Appointment of Mayor
 - D. Appointment of Mayor Pro-Tempore
- IV. **Governing Body Comments**
 - A. Commissioner Cole
 - B. Mayor Pro-Tempore
 - C. Mayor
- V. **Consent Agenda**
 - A. Approval of Minutes from December 23, 2024 Regular City Commission Meeting
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$387,824.35
- VI. **Regular Business**
 - A. Consideration of appointment of Brandie Cooney, and/or Lucinda Hamilton, and/or Elizabeth Abraham and/or Leslea Rockers to the Library Advisory Board.
 - B. Consideration of reappointment of Jodie Beets and Krystal Baugher and/or appointment of Radhika Bhakta to the Tourism Advisory Board.
 - C. Proclamation declaring January 16, 2025, as National Religious Freedom Day
 - D. Proclamation declaring January 26 - February 1, 2025, as National School Choice Week.
 - E. Consideration of Cereal Malt Beverage Permit for RPCS/Country Mart.
 - F. Consideration of Resolution 2025-1 Designation of Official City Newspaper.
 - G. Consideration of Resolution 2025-2 GAAP Waiver K.S.A. 75-1120a(a).
 - H. Consideration of Resolution 2025-3 Drug Tax Stamp and Asset Forfeiture Funds.
 - I. Consideration of Resolution 2025-4 Designation of Patriot's Bank for Municipal Court Funds.
 - J. Consideration of Resolution 2025-5 Designation of Banks.
 - K. Consideration of Inclement Weather and Outages Policy.
- VII. **Staff Updates**
- VIII. **Discussion Items**
 - A. GRDA Extension.
 - B. 1st Amendment Webinar – February 11th 11:00 a.m. to 12:00 p.m.
- IX. **Informational Items**
 - A. The First Annual Artifact Identification Day, hosted by the Kansas Historical Society, will be held at the Anderson County Historical Society Farm Room, on January 25 from 9:00 a.m. to 4:00 p.m.
 - B. The Annual Garnett Area Chamber of Commerce Banquet will be held on January 30th at Troyer's Prairie Gold, beginning at 5:30 p.m.
 - C. Troyer's Prairie Gold Bridal Show and Vendor Showcase, hosted by Troyer's Prairie Gold Event Center, will be held on Sunday, February 16, from 1:00 p.m. to 4:00 p.m.
- X. **Citizens to be Heard (Five-Minute Time Limit Per Person)**



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

January 14, 2025, 6:00 P.M.

- XI. **Signing of Approved City Documents**
- XII. **Adjournment**

The Governing Body of the City of Garnett met in regular session on December 23, 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, and City Attorney Terry Solander. City Clerk, Trish Brewer, absent.

CALL TO ORDER

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

The Pledge of Allegiance was recited.
Invocation, Mayor Jody Cole

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

No citizens present.

GOVERNING BODY COMMENTS

- *Commissioner Wiehl*

Wished all a Merry Christmas and Happy New Year

- *Commissioner Locke*

Wished all a Merry Christmas and Happy New Year

- *Mayor Cole*

Congratulations to Dwight on his retirement, Greeley Quiz Bowl, Walking Club, Pavilions, Thanked Police Department for the Christmas Party, Merry Christmas all.

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 was ill, Neal Daney with Ninnescah Flats joined via phone.
Commissioner Wiehl motioned to adopt the Ninnescah Flats Solar Project Agreement as presented. Seconded by Commissioner Locke. Motion passed (2) AYE (1) NAY-Cole
- B. **Consideration of Resolution 2024-12: Execution of the Ninnescah Flats Solar Project Agreement.**
Commissioner Locke motioned to adopt Resolution 2024-12 as presented. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- C. **Consideration of Plan Review for 26150 US 169, Rickerson Pipeline**
Commissioner Wiehl motioned to approve Plan Review for 26150 US 169, Rickerson Pipeline as presented. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY
- D. **Consideration of Cereal Malt Beverage Permit for RPCS/Country Mart**
Commissioner Locke motioned to table RPCS/Country Mart CMB License until January 14th Commission Meeting. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- 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.**
Mayor Cole motioned to approve Ordinance 4268, Ordinance 4269, Ordinance 4270 as presented.
Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY
- H. **Consideration of Ordinance 4271: Amendment relating to Collection and Disposal of Trash**
Commissioner Locke motioned to approve Ordinance 4271 as presented. Seconded by Mayor Cole.
Motion passed (3) AYE (0) NAY
- I. **Consideration of Ordinance 4272: Amendment relating to Camping Rates**
Mayor Cole motioned to approve Ordinance 4272 as presented. Seconded by Commissioner Wiehl.
Motion passed (3) AYE (0) NAY
- J. **Consideration of appointment of Cindy Ecclefield to the Airport Advisory Board.**
Mayor Cole motioned to appoint Cindy Ecclefield to the Airport Advisory Board. Seconded by Commissioner Locke. (3) AYE (0) NAY

- K. Consideration of reappointment of Tom Horstick and Tarry Miller to the Airport Advisory Board.**
Commissioner Locke motioned to approve the reappointment of Tom Horstick and Tarry Miller to the Airport Advisory Board. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- L. Consideration of reappointment of Mike Norman, Burt Peterson, and Andy Frye to the Planning Commission/Board of Zoning Appeals.**
Commissioner Locke motioned to approve the reappointment of Mike Norman, Burt Peterson and Andy Frye to the Planning Commission/Board of Zoning Appeals. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- M. Consideration of appointment of Mike Barnes to the Garnett Housing Authority Board.**
Mayor Cole motioned to approve the appointment of Mike Barnes to the Garnett Housing Authority Board. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- N. Consideration of reappointment of Earl “Butch” Rockers to the Garnett Housing Authority Board.**
Mayor Cole motioned to reappoint Earl Rockers to the Garnett Housing Authority Board. Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY
- O. Consideration of reappointment of Holly Byerley to the Anderson County Development Agency (ACDA) Board.**
Mayor Cole motioned to reappoint Holly Byerley to the Anderson County Development Agency. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- P. Consideration of reappointment of Lori Barcus to the Parks & Recreation Advisory Board.**
Commissioner Wiehl motioned to reappoint Lori Barcus to the Parks & Recreation Advisory Board. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY
- Q. Consideration of reappointment of Jodie Beets and Krystal Baugher and/or appointment of Radhika Bhakta to the Tourism Advisory Board.**
Commissioner Wiehl motioned to table, requesting their presence at the January 14, 2025, meeting. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY
- R. Consideration of appointment of Ann Michael to the Walker Art Committee.**
Commissioner Locke motioned to appoint Ann Michael to the Walker Art Committee. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY
- S. Consideration of appointment of Brandie Cooney and/or Amy Persinger and/or Lucinda Hamilton and/or Elizabeth Abraham to the Library Advisory Board.**
Commissioner Wiehl motioned to appoint Amy Persinger to the Library Advisory Board. Seconded by Mayor Cole. Motion passed (3) AYE (0) NAY
Mayor Cole motioned to table the other appointment, requesting the presence of Brandie Cooney, Lucinda Hamilton and Elizabeth Abraham at the January 14, 2025, Commission Meeting. Seconded by Commissioner Locke. Motion passed (3) AYE (0) NAY

STAFF UPDATES

Jessica Mills, Economic Development/Grant Writer updated the Commission on the Pavillion progress and other items.

DISCUSSION ITEMS

INFORMATIONAL ITEMS

- A. The Garnett Senior Center Christmas Dinner, hosted by the Garnett Senior Center will be held on December 25th at the Garnett Senior Center at 12:00 pm**
- B. Harvesters Emergency Food Distribution will be held December 26th.**

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

Announced Andrea Sobba 40 years of service; Monica Hill received the City of Garnett Employee of the Year.

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

EXECUTIVE SESSION

No request

ADJOURNMENT

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

Meeting adjourned at 7:30 p.m.

Mayor

City Clerk

**NATIONAL RELIGIOUS FREEDOM DAY
PROCLAMATION**

WHEREAS, January 16, 2025, is recognized as National Religious Freedom Day, a day to celebrate and reaffirm the fundamental right of religious freedom for all citizens; and

WHEREAS, religion has its greatest impact not at the national level but at the local level, where people of faith live by their convictions and serve and bless others on a one-on-one basis, fostering a sense of community and mutual support; and

WHEREAS, religion benefits our community by providing a moral compass, fostering love, and offering strength during loss; for decades, religious institutions and people of faith have played a crucial role in our city through charitable activities, aiding the needy, comforting those in loss, and encouraging us to high standards of integrity; and

WHEREAS, the United States Constitution and the Kansas Constitution affirm the right of all citizens to freely exercise their religious faith or nonreligious beliefs in the public square without being deprived of other rights or privileges; and

WHEREAS, we all benefit from a pluralistic society where residents of all beliefs work together for the common good while holding divergent viewpoints, and where all citizens are free to exercise such influence as their ideas and values may engender; and

WHEREAS, Garnett welcomes and protects people of diverse backgrounds by allowing them to freely live according to their deeply held convictions as protected by law; and

WHEREAS, Garnett encourages all residents to strive to understand the experiences and concerns of others while supporting the essential role religion plays in protecting human dignity, strengthening society, and fostering a culture of tolerance and peace.

NOW THEREFORE, I, Mark Locke, Mayor of Garnett, Kansas do hereby proclaim January 16, 2025 as **NATIONAL RELIGIOUS FREEDOM DAY**.

Mark Locke, Mayor



Small, Serene, Simply Garnett.

ATTEST:

Patricia Brewer, City Clerk

PROCLAMATION

A PROCLAMATION DECLARING JANUARY 26 – FEBRUARY 1, 2025 AS GARNETT SCHOOL CHOICE WEEK BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, all children in Garnett should have access to the highest quality education possible; and,

WHEREAS, Garnett recognizes the important role that an effective education plays in preparing all students in Garnett to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of Garnett; and,

WHEREAS, Garnett is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, Garnett has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Mark Locke, Mayor of the City of Garnett, Kansas, by virtue of the authority vested in me by the Charter and laws of the City of Garnett, do hereby recognize January 26-February 1, 2025 as Garnett School Choice Week, and I call this observance to the attention of all our citizens.

Mark Locke, Mayor

Attest:

Patricia Brewer, City Clerk



**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 14th day of January 2025.

City Clerk _____

Mayor _____

Treasurer _____

**RESOLUTION 2025-1
DESIGNATION OF THE OFFICIAL CITY NEWSPAPER**

A RESOLUTION DESIGNATING THE ANDERSON COUNTY REVIEW AS THE OFFICIAL CITY NEWSPAPER FOR THE CITY OF GARNETT, KANSAS.

WHEREAS, the ANDERSON COUNTY REVIEW, a weekly newspaper having been published at least one (1) year prior hereto and having been published at least fifty (50) times a year, and having general circulation within the City of Garnett and conforming in all other respects to the statutes of the State of Kansas, covering official publications for cities of the second class, is hereby designated as the official City newspaper for the City of Garnett, Kansas.

**APPROVED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____
day of January, 2025.**

ATTEST:

Patricia Brewer, City Clerk

Mark Locke, Mayor



**RESOLUTION 2025-2
GAAP WAIVER RESOLUTION**

A RESOLUTION REQUESTING WAIVER OF THE REQUIREMENTS OF K.S.A. 75-1120a(a) AS THEY APPLY TO THE CITY OF GARNETT, KANSAS FOR THE YEAR ENDING DECEMBER 31ST, 2025.

WHEREAS, the City of Garnett, Kansas, has determined that the financial statements and financial reports for the year ending December 31st, 2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the City Commission or the members of the general public of the City of Garnett, and;

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) as they apply to the City of Garnett for the year ending December 31st, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARNETT, KANSAS THAT the Director of Accounts and Reports of the State of Kansas grant a waiver, pursuant to K.S.A. 75-1120a(c)(1), to the City of Garnett and the City Commission thereof from the requirements of K.S.A. 75-1120a(a) as to all financial reports of the City for the year ending December 31st, 2025.

BE IT FURTHER RESOLVED THAT the City Commission shall cause the financial statements and financial reports of the City of Garnett to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2025.

ATTEST:

Patricia Brewer, City Clerk

Mark Locke, Mayor



RESOLUTION 2025-3

A RESOLUTION DESIGNATING PATRIOTS BANK (OF GARNETT, KANSAS) AS THE OFFICIAL DEPOSITORY OF DRUG TAX STAMP AND ASSET FORFEITURE FUNDS OF THE GARNETT POLICE DEPARTMENT, CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANK.

NOW, THEREFORE BE IT RESOLVED THAT, Patriots Bank, Garnett, Kansas, be and it is hereby designated as the official depository for the deposit of the Garnett Police Department, City of Garnett, Kansas, obtained directly or indirectly by from drug seizures.

BE IT FURTHER RESOLVED, that, all transactions with respect to deposits, withdrawals, rediscounts, and borrowings by or on behalf of the Garnett Police Department, City of Garnett, Kansas, may be executed by any three (3) of the following named persons, to-wit:

Travis Wilson
Kurt King
Todd Turner
James Tiede

and such power and authority of said persons shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and maintaining one or more safe deposit boxes; and to borrow money on behalf of the Garnett Police Department, City of Garnett, Kansas; provided, however, such

borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

BE IT FURTHER RESOLVED, the City Clerk, under seal of the City of Garnett, Kansas, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IT FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the depository bank.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2025.

ATTEST:

Patricia Brewer, City Clerk

Mark Locke, Mayor



**RESOLUTION 2025-4
DESIGNATING PATRIOTS BANK AS OFFICIAL DEPOSITORY FOR
MUNICIPAL COURT FUNDS**

A RESOLUTION DESIGNATING PATRIOTS BANK (OF GARNETT, KANSAS) AS THE OFFICIAL DEPOSITORY OF THE FUNDS OF THE GARNETT MUNICIPAL COURT, CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANK.

WHEREAS, Patriots Bank, Garnett, Kansas, be and it is hereby designated as the official depository for the deposit of court funds and bonds of the Garnett Municipal Court, City of Garnett, Kansas.

WHEREAS, All transactions with respect to deposits, withdrawals, rediscounts and borrowings by or on behalf of the Garnett Municipal Court, City of Garnett, Kansas, at any such officially designated depository bank may be executed by any three (3) of the following named Garnett Municipal Court officials, to-wit:

Travis Wilson
Patricia Brewer
Amanda Patterson
Kalen Roberts
Jasmine Egbert
Monica Hill
Kaley Nilges

and such power and authority of said officials shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and maintaining one or more safe deposit boxes; and to borrow money on behalf of the

Garnett Municipal Court, City of Garnett, Kansas; provided, however, such borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

WHEREAS, The City Clerk, under seal of the City, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IT FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the affected depository bank.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this ____ day of January, 2025.

ATTEST:

Patricia Brewer, City Clerk

Mark Locke, Mayor



**RESOLUTION 2025-5
DESIGNATING GSSB, PATRIOTS BANK, AND FARMERS STATE BANK AS
OFFICIAL DEPOSITORIES**

A RESOLUTION DESIGNATING GOPPERT STATE SERVICE BANK, PATRIOTS BANK (OF GARNETT, KANSAS) AND FARMERS STATE BANK OF BLUE MOUND (GARNETT BRANCH) AS OFFICIAL DEPOSITORIES OF THE FUNDS OF THE CITY OF GARNETT, KANSAS; AND DESIGNATING OFFICIALS AND DEFINING AUTHORITY OF THOSE OFFICIALS TO TRANSACT BANKING BUSINESS AT SUCH OFFICIAL DEPOSITORY BANKS.

WHEREAS, Goppert State Service Bank, Garnett, Kansas, Patriots Bank, Garnett, Kansas, and Farmers State Bank (Garnett Branch), Blue Mound, Kansas, be and they hereby are designated as official depositories for the deposit of public funds of the City of Garnett, Kansas.

WHEREAS, All transactions with respect to deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Garnett, Kansas, at any such officially designated depository banks may be executed by any three (3) of the following named city officials, to-wit:

Travis Wilson
Patricia Brewer
Amanda Patterson
Kalen Roberts
Jasmine Egbert
Monica Hill
Kaley Nilges

and such power and authority of said officials shall include, but shall not be limited to, opening any deposit or checking accounts, endorsing checks, orders, or drafts for the payment of money and the withdrawal of any funds on deposit; the power to endorse, assign, transfer, mortgage, or pledge bills receivable or other like intangibles, and to waive demand, presentment, protest, notice of protest, and notice of non-payment; enter into a written lease agreement for the purpose of renting and maintaining one or more safe deposit boxes; and to borrow money on behalf of the

City of Garnett, Kansas; provided, however, such borrowing shall be only as provided and authorized by the laws of the State of Kansas applicable to cities generally or to cities of the second class specifically.

WHEREAS, The City Clerk, under seal of the City, shall have the authority, without further authorization of this governing body, to verify signatures, including facsimile signatures to any depository bank, and further to execute a certificate of authorization for said bank on their usual and customary form, so long as such form is not materially inconsistent with the terms, authorities and powers granted under this resolution; and further to bind the City, and allow any depository bank to charge against the City, any check, draft, or other order presented for payment of money drawn on said depository regardless of whom or by what means the same may have had affixed thereto any such duly certified and registered facsimile signature or signatures, so long as such resemble the specimen facsimile previously certified to said depository.

BE IS FURTHER RESOLVED THAT, this resolution shall continue in force until rescinded or modified and a copy of such rescission or modification has been delivered to the affected depository bank.

ADOPTED BY THE GOVERNING BODY OF GARNETT, KANSAS, this _____
day of January, 2025.

Mark Locke, Mayor

ATTEST:

Patricia Brewer, City Clerk





Small, Serene, Simply Garnett.

Inclement Weather and Outages

The Company will remain open in all but extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, employees should not take unwarranted risks when traveling to work. Each employee should exercise their best judgment concerning road conditions and other safety concerns.

Designation of Emergency Closing

Only by the authorization of a majority vote by the Governing Body of the City of Garnett will the Company cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of the City Manager to release employees. Employees will be expected to remain at work until the appointed closing time.

Procedures During Closings

If weather or traveling conditions delay or prevent an employee from reporting to work, they should notify their immediate supervisor as soon as possible. If possible, notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message with the supervisor is acceptable.

An employee who is unable to report to work may use accrued time off or take the day off without pay.

Pay and Leave Practices

When a partial or full-day closing is authorized, the following pay and vacation practices apply:

- When Employees are told to stay home due to an Emergency Closing, they will be paid for the hours they were scheduled to work at their normal rate of pay. If employees are sent home early due to an Emergency Closing, the scheduled hours that are missed will be paid at the employee's normal rate of pay.

Other Work Options

Managers may approve requests for employees to temporarily work from home if doing so allows completion of work assignments and is appropriate for the position.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARNETT KANSAS, AUTHORIZING THE EXECUTION OF THE POWER PURCHASE AGREEMENT (GRAND RIVER DAM AUTHORITY POWER SUPPLY PROJECT NO. 2) 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, KMEA is a municipal energy corporation organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, City owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, 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 contracted with the Grand River Dam Authority ("GRDA") under a Power Purchase and Sale Agreement, and related amendments (the "GRDA Agreement"); and

WHEREAS, City entered into a Power Purchase Agreement with KMEA to take power under the GRDA Agreement, and said Power Purchase Agreement expires April 30, 2026; and

WHEREAS, KMEA has negotiated with GRDA an extension of the GRDA Agreement and has or will execute an amendment to the GRDA Agreement extending the term of the GRDA Agreement from May 1, 2026 through April 30, 2051; and

WHEREAS, City desires to purchase electricity associated with the GRDA Agreement from KMEA for a period from May 1, 2026 through April 30, 2051; and

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

Section 1. Approval. The Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2) is hereby approved 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.

Section 2. Execution of the Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2). The Mayor and Clerk are hereby authorized to execute the Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2) 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 Power Purchase Agreement (Grand River Dam Authority Power Supply Project No. 2).

Section 3. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the governing body of the City and signed by the Mayor this _____ day of _____, 2025

Mayor

(SEAL)

ATTEST:

City Clerk

**POWER PURCHASE AGREEMENT
(GRAND RIVER DAM AUTHORITY POWER SUPPLY PROJECT NO. 2)**

This Power Purchase Agreement (the "Agreement") is dated as of the ____ day of _____, 2025 by and between the City of Garnett, Kansas, (the "City") and the Kansas Municipal Energy Agency ("KMEA") (collectively, the City and KMEA are referred to as the "Parties" or singularly as the "Party").

WHEREAS, KMEA is a municipal energy corporation organized and existing under the laws of the State of Kansas, including K.S.A. 12-885 *et seq.*; and

WHEREAS, City owns or operates a utility furnishing electricity, and the City is a member in good standing of KMEA; and

WHEREAS, 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 contracted with the Grand River Dam Authority ("GRDA") under a Power Purchase and Sale Agreement, and related amendments (the "GRDA Agreement"), attached hereto as **Appendix A**; and

WHEREAS, City entered into a Power Purchase Agreement with KMEA to take power under the GRDA Agreement, and said Power Purchase Agreement expires April 30, 2026; and

WHEREAS, KMEA has negotiated with GRDA an extension of the GRDA Agreement and has or will execute an amendment to the GRDA Agreement extending the term of the GRDA Agreement from May 1, 2026 through April 30, 2051; and

WHEREAS, City desires to purchase electricity associated with the GRDA Agreement from KMEA for a period from May 1, 2026 through April 30, 2051, in the quantities set forth on **Appendix B** and subject to the terms of this Agreement; and

NOW, THEREFORE, THE CITY OF GARNETT, KANSAS AND THE KANSAS MUNICIPAL ENERGY AGENCY, AGREE AS FOLLOWS:

Article 1. DEFINITIONS

Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to such words and terms in the GRDA Agreement. Words, phrases or expressions used in this Agreement which are not capitalized terms or otherwise defined herein, and which have an accepted meaning in the custom and usage of the business of buying, selling, generating, delivering, and transmitting electrical capacity, energy or ancillary services or have an accepted meaning according to the North American Electric Reliability Council, hereinafter referred to as NERC, shall have that meaning.

1.01 *"Effective Date"* shall mean the date first written above.

- 1.02 “Electricity” shall include all capacity with reserves and associated energy.
- 1.03 “GRDA Power Supply Project No. 2 Agreement” shall mean this Agreement.
- 1.04 “GRDA Product” shall mean the Electricity derived from GRDA’s power supply resources including, but not limited to, GRDA’s owned-generating stations and purchase power agreements with 3rd party entities.
- 1.05 “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.
- 1.06 “Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, or other entity.
- 1.07 “Point(s) of Delivery” shall mean any point at which GRDA delivers electric power and energy at the high side of the generation bus.
- 1.08 “Service Commencement Date” shall be May 1, 2026.
- 1.09 “Term” shall mean the period of time commencing on the Service Commencement Date and ending on the Termination Date.
- 1.10 “Termination Date” shall mean April 30, 2051, or such other date as the Parties may agree in writing, unless terminated earlier in accordance with Article 13 of the GRDA Agreement.

Article 2. CONSTRUCTION

- 2.01 **Interpretation.** Unless the context otherwise requires:
- (a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.
 - (b) Any reference in this Agreement to any entity or governmental authority, shall include its successors and assigns and, any entity(ies) succeeding to its functions, authority, and capacities.
 - (c) Any reference in this Agreement to any section, subsection, attachment, article, schedule, appendix or exhibit means and refers to the section or article contained in, or attachment, schedule, appendix or exhibit attached to, this Agreement. All attachments, schedules, appendices and exhibits referred to herein are hereby incorporated by reference.
 - (d) A reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed unless the text indicates otherwise.

- (e) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement (including any attachments, schedules, appendices and exhibits thereto) as notated, amended, supplemented, or restated from time to time.
- (f) Unless otherwise expressly provided herein, any consent, acceptance, satisfaction, cooperation, or approval required of a Party under this Agreement shall not be unreasonably withheld or delayed.
- (g) Unless otherwise expressly provided herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.
- (h) The words “hereof,” “herein,” “hereunder,” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.02 **Captions.** All indices, titles, subject headings, section titles, and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

Article 3. RELATIONSHIP WITH DOCUMENTS

3.01 **Other GRDA Power Supply Project No. 2 Agreements.** Except for the identity of the Participants and each City’s capacity and energy amounts as set forth in *Appendix B* (and, as applicable, other information specific to each individual Participant), this Agreement is and shall remain identical to the other GRDA Power Supply Project No. 2 Agreements.

3.02 **Relationship to SPP Markets.** The Parties agree that this Agreement is premised on the continuing ability of KMEA to implement the GRDA Power Supply Project No. 2 within the transmission footprint of SPP and the operation of SPP’s centralized markets. If, during the Term, the GRDA Product 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 GRDA Power Supply Project No. 2 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 GRDA Product. The Parties acknowledge that no such amendments shall diminish City’s obligation to make payments to KMEA as required pursuant to Article 5.

Article 4. SALE AND PURCHASE

4.01 KMEA agrees to sell to the City, and the City agrees to purchase from KMEA, commencing on the Service Commencement Date and extending through the Term hereof, Electricity in the quantities set forth on ***Appendix B*** to this Agreement, at the prices specified in Exhibit A to the

GRDA Agreement as set forth therein and as may be amended by GRDA during the Term of the GRDA Agreement.

- 4.02 The monthly Capacity Billing Demand and monthly Billing Energy quantities shall, during the Term of this Agreement, be the amounts set forth in **Appendix B** to this Agreement.
- 4.03 The City agrees to receive all of the Electricity, which it is obligated to purchase under this Agreement, at the Point(s) of Delivery. The City agrees to assume all liability whatsoever resulting directly, or indirectly, from the use, misuse, or presence of said electric power and energy from and after the Point(s) of Delivery. The City further agrees to assume its proportionate share of the obligations of KMEA to GRDA under the GRDA Agreement, attached hereto as **Appendix A** and incorporated herein by reference, all as may be amended from time to time.

Article 5. COST RESPONSIBILITY

- 5.01 Cost Responsibility for GRDA Power Supply Project No. 2 Costs. The obligation of the City to make payments under this Agreement shall be absolute, and the failure of KMEA to deliver Energy hereunder shall not relieve the City from its obligation to pay for the City's proportionate share of the expenses incurred by KMEA for the Electricity.

(a) Each month the City will pay KMEA the City's allocated portion of all amounts to be paid for the Electricity delivered under this Agreement, including, without limitation:

- Basic Charge
- Capacity Charge, per Capacity Billing kW
- Energy Charge, per Billing kWh
- Taxes, Fees and Duties
- KMEA Administrative Fee as described in Section 5.01(c) herein

(b) The current rates are provided in Schedule WP-OCA – Wholesale Power Service Outside Control Area contained in Exhibit A to the GRDA Agreement. The rates are subject to the Power Cost Adjustment set forth in Schedule PCA of Schedule WP-OCA. The City acknowledges that the rates are subject to change by GRDA from time to time pursuant to 82 O.S.A. Section 861 *et seq.*, and the City will pay KMEA the rates as established by GRDA under the GRDA Agreement and Schedule WP-OCA. KMEA agrees to promptly communicate to the City any notice from GRDA on Schedule WP-OCA changes.

(c) The KMEA Administrative Fee each month shall be (i) an amount established by KMEA from time to time based on KMEA's annual budget, plus (ii) where applicable, City's portion of KMEA's costs incurred in the prior month that are related to the GRDA Power Supply Project No. 2 but were not included in KMEA's Budget.

Article 6. PAYMENTS AND BILLING

- 6.01 KMEA is required to pay GRDA either by mail or wire transfer by the due date shown on the bill from GRDA pursuant to Schedule WP-OCA. In order to permit the appropriate transfer of funds from KMEA to GRDA, KMEA will bill the City in advance for deliveries to be made in the following calendar month. KMEA will send the bill to the City by the 20th day of the preceding month, and the City must pay the invoiced amount within thirty (30) days of the date of the bill. If such due date falls on a Saturday, Sunday or holiday, the payment shall be due on the next business day following such Saturday, Sunday or holiday. If payment is not received by KMEA by the date specified in the invoice to the City, a **1.5% per month, late charge** shall be assessed on the full past due amount from the due date until the invoice is paid in full by the City.
- 6.02 In the event the City, acting in good faith, disagrees with the amount of a monthly bill, it shall notify KMEA in writing within eighty (80) days of receiving the bill from KMEA. If the dispute involves amounts billed by GRDA, KMEA will submit a written notice to GRDA contesting such portion of the monthly bill. KMEA is required to submit such written notices to GRDA within ninety (90) days of the date KMEA received the bill from GRDA. Failure of the City to send written notice to KMEA within the eighty-(80) day period shall constitute final agreement with the bill. The City agrees that in no event will it withhold payment to satisfy its disagreement with any bill submitted by KMEA. KMEA shall credit to the City its prorata portion of any refund plus accrued interest which is credited to KMEA's account by GRDA.

Article 7. INDEMNIFICATION OF KMEA

- 7.01 City expressly agrees 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 GRDA Power Supply Project No. 2, KMEA's participation in the GRDA Power Supply Project No. 2, and/or the generation, transmission or distribution of capacity and energy from the GRDA Product, 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.
- 7.02 The City assumes responsibility at the Point(s) of Delivery for the electric service to be delivered by GRDA as well as for the wires, apparatus and appurtenances used in connection therewith, located on its own side of the Point(s) of Delivery, and the parties acknowledge that the electric service supplied under the GRDA Agreement through this GRDA Power Supply Project No. 2 will become the property of the City after it passes the metering equipment of GRDA or other Point(s) of Delivery.

Article 8. FORCE MAJEURE AND CURTAILMENTS

- 8.01 GRDA has committed to provide electric service continuously except for (a) interruptions due to Force Majeure, (b) in the event conditions occur which threaten the reliability to the Southwest Power Pool (SPP) Transmission System or the GRDA transmission system, or (c) curtailments by SPP or (d) GRDA curtailments under emergency procedures specified by

SPP or NERC criteria. As soon as commercially reasonable, GRDA will give KMEA notice of such interruptions or reductions so as to cause the least amount of inconvenience to both Parties hereto, and KMEA will provide notice to the City. In case of impaired or defective service, the City shall immediately give notice by telephone to KMEA's system dispatcher. Such interruptions in service shall not constitute a breach of the Agreement by KMEA, and KMEA shall not be liable to the City for any loss or damage arising from failure, interruption or suspension of service. The obligation of the City to make payments are not subject to delay or excuse by reason of Force Majeure or any other cause or event.

- 8.02 If, and whenever, the delivery of Electricity thereunder shall be interrupted for a period exceeding one (1) hour in duration, due to a fault of the facilities of GRDA, a Force Majeure, or a curtailment by SPP, the monthly charge for Capacity Billing Demand for the month in which such interruption occurs shall be reduced in the ratio that the number of hours of such interruption bears to the total number of hours in such month. The City shall make written claim for a credit of such monthly charge for Capacity Billing Demand, within eighty (80) days after receiving the monthly bill for the month in which the interruption or interruptions occurred, for reduction of the amount due because of any such interruptions not reflected in such bill. Failure to make such written claim within said eighty (80) day period shall constitute a waiver thereof. Any credit of such monthly charge for Capacity Billing Demand shall not eliminate the requirement to pay for other components of the costs of the Electricity.
- 8.03 In case of impaired or defective service, the City shall immediately give notice by telephone to KMEA and the City will confirm such oral notice in writing within twenty-two (22) hours of such notice given by telephone.

Article 9. SUSPENSION OF SERVICE FOR NONPAYMENT

- 9.01 Whenever KMEA has failed to pay any monthly bill accruing under the GRDA Agreement on or before forty (40) days following the first day of the calendar month in which such monthly bill was received, GRDA may suspend providing electric power and energy upon giving written notice to KMEA of GRDA's intention to do so, and GRDA shall not be liable to KMEA for any damages whether regular, special, punitive, consequential or otherwise for its discontinuance of delivery of such electric power and energy.
- 9.02 If the City, or any other City who purchases electric power supplied by GRDA to KMEA under the GRDA Agreement fails to pay KMEA within the time specified above, KMEA will be unable to pay GRDA in full. If GRDA discontinues electric service, in whole or in part, the electric service to all the Cities may be suspended. KMEA shall not be liable to any City for damages, whether regular, special, punitive, consequential or otherwise, for any suspension of service.

Article 10. RESALE RESTRICTIONS ON PRIVATE BUSINESS USE

- 10.01 The City represents and warrants to KMEA that it will not sell in excess of seven percent (7%) of any capacity or energy sold by KMEA to the City under this Agreement in any manner that would cause such sale to result in any facility of GRDA being deemed to be used for a private business use under the Internal Revenue Code of 1986 and the regulations promulgated thereunder. To that end, the City covenants not to make any resale in excess of seven percent (7%) of capacity or energy sold by KMEA to the City under this Agreement to a purchaser for use or resale by such purchaser, if it would obligate a purchaser to make payments that are not contingent on the output requirements of the purchaser (including but not limited to minimum

demand charges) or obligate the purchaser to have output requirement resales that require the purchaser to pay reasonable and customary damages (including liquidated damages) in the event of a default, or to pay a specified amount to terminate the contract or arrangement with the City while the purchaser has requirements, in each case if the amount of the payment is reasonably related to the purchaser's obligations to buy requirements that is discharged by the payment.

- 10.02 The City shall immediately notify KMEA if the City makes any resale of any capacity or energy sold by KMEA to City under this Agreement. Nothing contained in **Section 10.01** shall affect the ability of the City to make resales to any persons under any conditions if and to the extent such resales are made from resources other than the capacity or energy sold to the City by KMEA under this Agreement.

Article 11. BREACH OF GRDA AGREEMENT AND REMEDIES

- 11.01 The City acknowledges that each of the following constitutes a breach of the GRDA Agreement:

- (a) the failure of KMEA to pay any amount that is past due if such failure is not remedied within three (3) business days after receiving written notice from GRDA;
- (b) the failure of KMEA or GRDA to comply with any material term or condition of the GRDA Agreement which is not corrected within a commercially reasonable period of time;
- (c) the failure of KMEA to provide the documentation as to creditworthiness of KMEA, as described in Section 7.05 of the GRDA Agreement, and the failure of KMEA to provide documentation as to compliance with the provisions of Section 15.07 of the GRDA Agreement relating to resales of energy and capacity that constitute private business use;
- (d) the filing by KMEA or GRDA of a voluntary petition in bankruptcy under any provision of any federal or state law; or
- (e) the entry of a decree adjudicating KMEA or GRDA bankrupt or insolvent, if such decree is continued undischarged and unstayed for a period of sixty (60) days.

- 11.02 Upon any breach by one party, the non-breaching party under the GRDA Agreement may, at its option:

- (a) continue performance and exercise such other rights and remedies as it may have in equity, at law or under the terms of the GRDA Agreement; or
- (b) terminate the GRDA Agreement by providing ten (10) days advance written notice to the breaching party. Termination of the GRDA Agreement shall not relieve either party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective. The non-breaching party may also exercise such other rights and remedies as it may have in equity, at law or under the terms of the GRDA Agreement.

- 11.03 In the event of a breach of the GRDA Agreement, the exercise of any remedy will correspondingly apply to this Agreement between KMEA and the City. In no event will

KMEA be liable to the City under this Agreement, or under any cause of action relating to the subject matter of this Agreement, for any special, indirect, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profits or revenues, loss of use of any property, cost of substitute equipment, facilities, or services, downtime costs or claims of third parties for such damages. This provision shall survive termination of this Agreement.

Article 12. DISPUTE RESOLUTION

- 12.01 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.
- 12.02 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 12.01.
- 12.03 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.
- 12.04 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 12.05, 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 12.04, 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 Article 7 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 12.4 or an arbitration award.
- 12.05 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 12.04, 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 13. REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 13.01 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 13.01(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.

13.02 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 13.02(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 GRDA Product or any or all of its interests under this Agreement, except upon the approval of KMEA pursuant to Article 14 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 14. MISCELLANEOUS

- 14.01 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 of Kansas, without regard to conflicts of law doctrines.
- 14.02 This Agreement shall be binding upon and inure to the benefit of the successor, legal representative, and assignees of the respective Parties; provided, however, except for the assignment by KMEA as provided in this subsection, neither this Agreement, nor any interest herein shall be transferred or assigned by either party hereto except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. The City acknowledges and agrees that KMEA may assign and pledge all of, or any interest in, KMEA's right, title and interest in and to all payments to be made to KMEA under the provisions of this Agreement, as security for the payment of any obligation of KMEA, including interest thereon, created under any power purchase contract, reimbursement agreement, loan, bond or other instrument (collectively, "Contract Obligations"). In connection with such assignment and pledge, KMEA may deliver possession of this Agreement to such assignee and pledgee and grant such assignee and pledgee any rights and remedies herein provided to KMEA, and such assignee and pledgee shall be a third party beneficiary of the covenants and agreements of the City herein contained; provided, however, that nothing herein is intended to allow KMEA in the absence of an event of default under any Contract Obligations, to convey its operating responsibilities to any such assignee and pledgee.
- 14.03 This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the Parties by such governmental authorities. In the event that the extension of the GRDA Agreement is not achieved and the GRDA Agreement is not amended and is terminated as a result, this Agreement will become null and void and of no force or effect.
- 14.04 This Agreement may be amended from time to time by mutual agreement of KMEA and the City; provided, however, that any such amendment must have the approval, in writing, of the governing boards of each of the Parties.
- 14.05 This Agreement, together with the Appendices attached hereto and made a part hereof, constitutes the entire agreement between KMEA and the City regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between KMEA and the City, whether written or oral.

- 14.06 To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.
- 14.07 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.
- 14.08 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

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IN WITNESS HEREOF, the Parties hereto have executed this Power Purchase Agreement on the date set forth above.

CITY OF GARNETT, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

KANSAS MUNICIPAL ENERGY AGENCY

Paul N. Mahlberg
General Manager

APPENDIX A

Power Purchase and Sale Agreement

By and Between

Grand River Dam Authority

And

Kansas Municipal Energy Agency

(“GRDA Agreement”)

Appendix B

Capacity Billing Demand and Billing Energy

The Capacity Billing Demand and Billing Energy for each month of the Term shall be as follows.

The Capacity Billing Demand and Billing Energy for the months of June through September for the Term shall be the Nominal Capacity Billing Demand as follows.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
June	2,000	2,000	2,000	1,440,000
July	2,000	2,000	2,000	1,488,000
August	2,000	2,000	2,000	1,488,000
September	2,000	2,000	2,000	1,440,000

Appendix B (continued)

Capacity Billing Demand and Billing Energy

The Capacity Billing Demand and Billing Energy for the months of October through May for the Term shall be the Nominal Capacity Billing Demand as follows, unless the City notifies KMEA at least three (3) Business Days prior to the first day of the month preceding the month of delivery of a revised Nominal Capacity Billing Demand, which will not be less than the Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand. The Billing Energy for any such revised month will be calculated to be the revised monthly capacity billing demand for the month scheduled at a 100% monthly load factor.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
October	1,500	1,500	2,000	1,116,000
November	1,500	1,500	2,000	1,080,000
December	1,500	1,500	2,000	1,116,000
January	1,500	1,500	2,000	1,116,000
February	1,500	1,500	2,000	1,008,000
March	1,500	1,500	2,000	1,116,000
April	1,500	1,500	2,000	1,080,000
May	1,500	1,500	2,000	1,116,000

Notes:

1. The Billing Energy is calculated by multiplying the Capacity Billing Demand times the number of hours in the applicable month (a 100% monthly load factor).
2. The number of hours in a month will reflect both the change from daylight savings time to standard time and the change from standard time to daylight savings time during the applicable months as defined by federal law.
3. For leap years, the number of hours in February is 696.

ORIGINAL

POWER PURCHASE AND SALE AGREEMENT

By and Between

GRAND RIVER DAM AUTHORITY

And

KANSAS MUNICIPAL ENERGY AGENCY

Effective as of

May 11, 2005

TABLE OF CONTENTS

POWER PURCHASE AND SALE AGREEMENT	2
Article 1. DEFINITIONS.....	3
Article 2. CONSTRUCTION.....	6
Article 3. SALE AND PURCHASE.....	7
Article 4. TRANSMISSION SERVICE AND THIRD PARTY CHARGES	9
Article 5. SCHEDULING.....	10
Article 6. RATES.....	10
Article 7. BILLING AND PAYMENTS	11
Article 8. CONTINUITY OF SERVICE	12
Article 9. FORCE MAJEURE	13
Article 10. SUSPENSION OF SERVICE	14
Article 11. CONTRACT TERM AND TERM EXTENSION PROVISIONS	14
Article 12. INVESTMENT PARTICIPATION	14
Article 13. BREACH OF AGREEMENT AND REMEDIES	14
Article 14. NOTICE, ASSIGNMENT, AND AMENDMENT	16
Article 15. MISCELLANEOUS.....	18
Article 16. AUTHORITY TO EXECUTE AGREEMENT.....	19
Exhibit A	
Schedule WP-OCA - Wholesale Power Service Outside Control Area	21
Schedule PCA—Power Cost Adjustment.....	23
Exhibit B	
Capacity Billing Demand and Billing Energy	25
Exhibit C	
KMEA Participating Member List.....	27

POWER PURCHASE AND SALE AGREEMENT

This Power Purchase and Sale Agreement, together with the exhibits hereto (this "Agreement") is made and entered into on this 11th day of May, 2005 (the "Effective Date"), between **GRAND RIVER DAM AUTHORITY**, a governmental agency of the State of Oklahoma, body politic and corporate, created and existing under the laws of the State of Oklahoma, including particularly Title 82, Oklahoma Statutes, Sections 861 et seq. (the "Grand River Dam Authority Act", or the "Act"), hereinafter referred to as "GRDA", and the **KANSAS MUNICIPAL ENERGY AGENCY**, a legally constituted municipal energy agency and quasi-municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Kansas, including particularly K.S.A. 12-885 to 12-8,111, inclusive as amended and supplemented, hereinafter referred to as "KMEA" and "Customer" (hereinafter each referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, GRDA was created by the Act as a conservation and reclamation district with powers of government to function in competition with private industry within the competitive electric power market and with the authority to exercise certain rights, privileges and functions, including preservation and distribution of the waters of the Grand River and its tributaries, for irrigation, power generation, and other useful purposes and the conservation and development of hydroelectric and other sources of electric energy, from whatever source derived, in the State of Oklahoma; and

WHEREAS, KMEA was created for the purpose of supplying economical electric power and energy to certain municipal electric utility systems in the State of Kansas that are members of KMEA; and

WHEREAS, GRDA desires to sell and furnish to KMEA, and KMEA desires to purchase and receive from GRDA, electric power and energy for resale by KMEA to certain participating municipal electric utility system members; and

WHEREAS, Oklahoma statutes provide all contracts may contain such reasonable provisions, limitations, qualifications, protective clauses and rights and obligations of purchase and sale, and such provisions for the dedication of the use of facilities and the construction of additional facilities to serve the load requirements of all the parties as may be deemed advisable by the District (GRDA) to safeguard the business and properties of all the parties to such contracts, all within the limits of sound business judgment and practice, good conscience, and not contrary to the public policy of the state; and

WHEREAS, GRDA shall generate and purchase electric power and energy for delivery to KMEA in accordance with the business functions of GRDA as authorized by law, and may enter into contracts for such purposes, including, without limitation, the purchase of electric power and energy from other entities and the ownership of generation and transmission facilities or any interest therein or right to the output or use thereof; and

WHEREAS, KMEA shall use commercially reasonable efforts to develop and maintain firm transmission service arrangements with third parties for delivery of the electric power and energy purchased hereunder from the Points of Delivery (as hereinafter defined) to KMEA's loads in sufficient amounts to comply with the contractual requirements set forth herein; and

WHEREAS, the execution of this Agreement contains such reasonable provisions, limitations, qualifications, protective clauses and rights and obligations for the sale and purchase of electric power and energy as provided herein, and such other provisions as may be deemed advisable by the Parties to safeguard the business and properties of the Parties, all within the limits of sound business judgment and practice, good conscience and not contrary to the public policy of the States of Oklahoma and Kansas;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Parties as follows:

Article 1. DEFINITIONS

For purposes of this Agreement, the definitions set forth in this Article 1 shall apply unless the context clearly indicates otherwise. All capitalized terms used in this Agreement that are not defined herein shall have the definitions set forth elsewhere herein. Words, phrases or expressions used in this Agreement which are not capitalized terms or otherwise defined herein, and which have an accepted meaning in the custom and usage of the business of buying, selling, generating, delivering, and transmitting electrical capacity, energy or ancillary services or have an accepted meaning according to the North American Electric Reliability Council, hereinafter referred to as NERC, shall have that meaning.

- 1.01 *"Ancillary Services"* shall have the meaning ascribed to that term in the SPP Transmission Tariff.
- 1.02 *"Billing Energy"* shall mean, for a month, the amount of energy, in kWh, associated with the Firm Capacity scheduled as set forth in Exhibit B for the applicable month.

- 1.03 “*Business Day*” shall mean any day on which Federal Reserve member banks in New York City, New York are open for business provided, however, that a Business Day shall begin at 8:00 am and shall end at 5:00 pm CPT.
- 1.04 “*Capacity Billing Demand*” shall mean, for the months of June through September, the amount of Nominal Capacity Billing Demand, scheduled in kW, set forth in Exhibit B for the applicable month. For the months of October through May, the Capacity Billing Demand shall be the Nominal Capacity Billing Demand, unless revised by written notice from KMEA to GRDA provided by the first day of the preceding month to a quantity not less than the Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand set forth in Exhibit B.
- 1.05 “*Capacity Margin*” shall have the meaning ascribed to that term in the SPP Criteria.
- 1.06 “*CPT*” shall mean Central Prevailing Time as observed in Tulsa, Oklahoma, and which shall be either Central Standard Time or Central Daylight Savings Time, as applicable.
- 1.07 “*Firm Capacity*” shall mean capacity supplied by GRDA from any resource available to it and subject to curtailment only in accordance with Article 3.05 and 3.06,
- 1.08 “*Firm Power*” shall have the meaning ascribed to that term in the SPP Criteria.
- 1.09 “*Force Majeure*” shall mean any cause beyond the control of the affected Party, including, but not limited to, failure of facilities or water supply, flood, earthquake, storm, lightning, fire, epidemic, war, riot, terrorist activities, civil disturbance, labor disturbance, sabotage, or an event or circumstance which prevents performance of the affected Party’s obligations under this Agreement, which event could not have been reasonably anticipated, which is not within the reasonable control of, or the result of the negligence of the affected Party and which, by exercise of due diligence, the affected Party is unable to overcome or avoid or cause to be overcome or avoided. Market factors are not considered *Force Majeure*.
- 1.10 “*Network Resource*” shall have the meaning ascribed to that term in the SPP Transmission Tariff.
- 1.11 “*Participating Member(s)*” shall mean the KMEA members receiving capacity and energy pursuant to this agreement as listed in Exhibit C, as amended from time to time with GRDA written approval, each of which owns and operates an electric utility system in the State of Kansas and is party to an agreement with KMEA under which KMEA sells electric power and energy to the Participating Member for resale by the Participating Member to its retail

customers; provided that a new member of KMEA shall be a Participating Member only with the written approval of GRDA in its sole discretion.

- 1.12 *“Point(s) of Delivery”* shall mean any point at which GRDA delivers electric power and energy at the high side of any generation bus.
- 1.13 *“Rate Schedule”* shall mean the rate schedule(s) adopted by GRDA that set forth the applicable charges for electric power and energy delivered to CUSTOMER pursuant to this Agreement, as such rate schedule(s) may be changed during the term of this Agreement by GRDA and shall include any riders, adjustment factors and additional rate schedules that may be referenced in any Rate Schedule. The applicable Rate Schedule in effect on the date of execution of this Agreement is Schedule WP – Wholesale Power Service, Rider PF – Power Factor Adjustment, and Schedule PCA – Power Cost Adjustment, as included in Exhibit A hereto.
- 1.14 *“Service Commencement Date”* shall be on or after 12:00 a.m. CPT on the first day of May 2006, provided SPP has granted firm transmission arrangements to KMEA for the delivery of the electric power and energy purchased hereunder from the Point(s) of Delivery to KMEA’s loads in sufficient amounts to comply with the contractual requirements set forth herein, unless an earlier date is mutually agreed to by GRDA and KMEA in writing.
- 1.15 *“Southwest Power Pool” or “SPP”* shall mean Southwest Power Pool, Inc, or its successor.
- 1.16 *“SPP Criteria”* shall mean that document currently titled “Southwest Power Pool Criteria” issued, maintained, and as amended by the Southwest Power Pool.
- 1.17 *“SPP Protocols”* shall mean that document currently titled “Southwest Power Pool Market Protocols” issued, maintained, and as amended by the Southwest Power Pool or its successor.
- 1.18 *“SPP Transmission System”* shall mean the collective transmission facilities that are made available for use by customers under SPP Transmission Tariffs.
- 1.19 *“SPP Transmission Tariff”* shall mean the Open Access Transmission Tariff for Service Offered by Southwest Power Pool as may be in effect from time to time.
- 1.20 *“Term”* shall mean the period of time commencing on the Service Commencement Date and ending on the Termination Date.
- 1.21 *“Termination Date”* shall mean April 30, 2026, or such other date as the Parties may agree in writing in accordance with Article 11, unless terminated earlier in accordance with Article 13.

- 1.22 “*Transmission Service*” shall have the meaning ascribed to that term in the SPP Transmission Tariff.

Article 2. CONSTRUCTION

- 2.01 **Interpretation.** Unless the context otherwise requires:

- (a) Words singular and plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other.
- (b) Subject to Article 14, any reference in this Agreement to any entity or governmental authority, shall include its successors and assigns and, any entity(ies) succeeding to its functions, authority, and capacities.
- (c) Any reference in this Agreement to any section, subsection, attachment, article, schedule, or exhibit means and refers to the section or article contained in, or attachment, schedule, or exhibit attached to, this Agreement. All attachments, schedules, and exhibits referred to herein are hereby incorporated by reference.
- (d) Other grammatical forms of defined words or phrases have corresponding meanings.
- (e) A reference to writing includes typewriting, printing, lithography, photography, and any other mode of representing or reproducing words, figures, or symbols in a lasting and visible form, including writing communicated electronically.
- (f) A reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed unless the text indicates otherwise.
- (g) Subject to Article 14, any reference to a Party includes that Party’s successors and permitted assignees.
- (h) A reference to a document or agreement, including this Agreement, includes a reference to that document or agreement (including any attachments, schedules, and exhibits thereto) as notated, amended, supplemented, or restated from time to time.

- (i) Unless otherwise expressly provided herein, any consent, acceptance, satisfaction, cooperation, or approval required of a Party under this Agreement shall not be unreasonably withheld or delayed.
- (j) Unless otherwise expressly provided herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.
- (k) The words “hereof,” “herein,” “hereunder,” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

2.02 **Construction of Terms.** The Parties to this Agreement acknowledge that each Party has participated in the drafting of this Agreement and agree that this Agreement shall not be interpreted against one Party or the other based upon who drafted it.

2.03 **Captions.** All indices, titles, subject headings, section titles, and similar items in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

Article 3. SALE AND PURCHASE

3.01 GRDA hereby agrees to sell to KMEA, and KMEA hereby agrees to purchase from GRDA, commencing on the Service Commencement Date and extending through the Term hereof, Firm Capacity and associated energy, which KMEA shall utilize for the resale to the Participating Members, at the rates and under the terms and conditions specified herein, including the terms and conditions specified in the Rate Schedule.

3.02 The monthly Capacity Billing Demand and monthly Billing Energy quantities shall, during the Term of this Agreement, be the amounts set forth in Exhibit B.

3.03 The electric power and energy supplied hereunder will be delivered as three-phase current at a frequency of approximately 60 Hertz.

3.04 GRDA shall, throughout the Term of this Agreement, report the Capacity Billing Demand as an adjustment to the rated capability of its generating facilities and purchases for purposes of the SPP Criteria. GRDA shall provide the Capacity Margin required in accordance with the SPP Criteria for the amount of Capacity Billing Demand that is provided pursuant to this Agreement.

- 3.05 The delivery of the Firm Capacity and associated energy to the Points of Delivery may only be restricted by GRDA (i) due to Force Majeure as provided in Article 9, or (ii) in the event conditions occur which threaten the reliability to the SPP Transmission System or the GRDA transmission system, or (iii) in the event that the associated energy schedule is curtailed by the Southwest Power Pool, or GRDA under emergency procedures pursuant to NERC criteria. In the event that GRDA curtails deliveries to its Firm Power customers, GRDA may curtail deliveries of the Firm Capacity and associated energy to KMEA. In the event of Force Majeure, GRDA shall notify KMEA's office as soon as commercially practicable (in accordance with industry standard operating procedures for dispatch communications) of the amount of energy it is unable to deliver in each hour, the reason(s) it is unable to deliver the energy, and the expected duration of the Force Majeure. Upon receiving notice that the Southwest Power Pool requires curtailment of the energy schedule, the Parties shall follow the curtailment instructions provided by the Southwest Power Pool. The Parties shall also follow the instructions specified in the NERC criteria for emergency curtailments.
- 3.06 KMEA is relieved of its obligation to receive the power and energy provided under this Agreement only to the extent that KMEA is unable to receive the energy due to Force Majeure as defined in Article 9 or in the event the associated energy schedule is curtailed by the Southwest Power Pool. In the event of Force Majeure, KMEA shall notify GRDA's dispatch office as soon as commercially practicable (in accordance with industry standard operating procedures for dispatch communications) of the amount of energy it is unable to receive in each hour, the reason(s) it is unable to receive the energy, and the expected duration of the Force Majeure. Upon receiving notice that the Southwest Power Pool requires curtailment of the energy schedule, the Parties shall follow the curtailment instructions provided by the Southwest Power Pool.
- 3.07 Subject to the terms and conditions in this Agreement, KMEA hereby commits itself to receive all of the electric power and energy, which it is obligated to purchase under this Agreement, at the Point(s) of Delivery, and GRDA hereby commits itself to deliver all of the electric power and energy, which it is obligated to deliver under this Agreement, at the Point(s) of Delivery.
- 3.08 The electric power and energy supplied under this Agreement is supplied under the express condition that before it passes the Point(s) of Delivery, it is the sole property of GRDA, and after it passes the Point(s) of Delivery, it becomes the sole property of KMEA. Each Party shall be severally liable only for its own acts and not jointly or severally liable for the acts, omissions, or obligations of others, including any loss or damage to any person or property whatsoever resulting directly, or indirectly, from the use, misuse, or presence of said electric power and

energy on the SPP Transmission System, in the facilities of GRDA or the facilities of KMEA or a Participating Member.

Article 4. TRANSMISSION SERVICE AND THIRD PARTY CHARGES

4.01

- (a) GRDA assumes full responsibility for all arrangements and associated costs for delivery of power and energy supplied hereunder to the Point(s) of Delivery.
- (b) KMEA assumes full responsibility for all arrangements and associated costs for delivery of power and energy supplied hereunder from and after the Point(s) of Delivery to KMEA's loads.

4.02

KMEA represents that it will use commercially reasonable efforts to secure firm transmission service in accordance with the SPP Transmission Tariff. KMEA shall seek to have the Firm Capacity and associated energy supplied by GRDA hereunder designated as a Network Resource in accordance with the SPP Transmission Tariff, and to maintain such designation throughout the Term. GRDA shall reasonably cooperate with KMEA in seeking such designation. Notwithstanding the foregoing, KMEA shall be solely responsible for any costs, scheduling limitations, curtailments, or other adverse effects of SPP's failure to designate the Firm Capacity and associated energy as a Network Resource at any time.

4.03

KMEA is solely responsible for any charges assessed by a third party (including charges for Ancillary Services assessed by SPP) in connection with the supply and delivery of power and energy supplied hereunder and in connection with service to its loads. GRDA assumes no obligation to supply Ancillary Services to KMEA under this Agreement.

4.04

GRDA's obligation to commence service hereunder is subject to receipt of a copy of KMEA's duly executed agreement providing firm transmission service arrangements sufficient for delivery of the electric power and energy provided pursuant to this Agreement. KMEA shall use all commercially reasonable efforts to maintain firm transmission service arrangements for delivery of the firm capacity and energy supplied hereunder (shown in Exhibit B) for the term of this agreement.

4.05

In the event, KMEA is unable, after using commercially reasonable efforts, to execute firm transmission service arrangements for an amount sufficient for full deliveries pursuant to

Exhibit B, Exhibit B shall be modified to reflect the amount of firm transmission approved. GRDA will continue to deliver the quantities specified in the contract dated the 19th day of January, 2000 until the Service Commencement Date.

Article 5. SCHEDULING

- 5.01 Power and energy shall be delivered by GRDA to the Point(s) of Delivery in accordance with hourly schedules provided by KMEA or by KMEA's nominated scheduling agent. Effective on the Service Commencement Date, the hourly schedules for Firm Capacity and associated energy shall be in an amount greater than or equal to the minimum Capacity Billing Demand and less than or equal to the maximum Capacity Billing Demand for the applicable month shown on Exhibit B. The hourly schedules shall be submitted to GRDA's system dispatchers not later than 10:00 a.m., CPT, the first of the preceding month for which the schedule has been submitted, or on such other advance notice on which GRDA and KMEA shall agree. Each Party shall be responsible for complying with the SPP Protocols, including those portions related to scheduling.
- 5.02 Hourly schedules shall be for each clock hour of each calendar day. Each hour shall be the antecedent sixty (60) minutes ending with the designated clock hour. Hourly schedules shall be expressed in megawatts per hour in increments of one (1) megawatt.

Article 6. RATES

- 6.01 Effective on January 1, 2006 or the Service Commencement Date if earlier than January 1, 2006, KMEA shall pay GRDA monthly for the Capacity Billing Demand and Billing Energy as specified in Section 3.02 hereof at the rate or rates and on the terms and conditions set forth in the Rate Schedule(s) attached as Exhibit A.
- 6.02 Effective on January 1, 2006 or the Service Commencement Date if earlier than January 1, 2006, the minimum monthly charge shall be the Capacity Billing Demand as specified in Section 3.02 hereof multiplied by the capacity charge(s) set forth in the Rate Schedules identified in Exhibit A, plus the Minimum Billing Energy in Exhibit B multiplied by the energy charge(s) set forth in the Rate Schedule identified in Exhibit A.

- 6.03 GRDA is required, pursuant to the provisions of Oklahoma Statutes, Title 82, Section 868, to, at all times, maintain rates that are sufficient to produce revenues adequate to fulfill the obligations of GRDA to pay all maintenance and operation expenses, interest and principal of all bonds, sinking fund and/or reserve fund payments agreed to be made in respect of any such bonds, and any other obligations or agreements made with the holders of such bonds and/or with any person in their behalf. Therefore, GRDA's Rate Schedules, including those incorporated in this agreement, may be changed during the Term of this agreement, as approved by GRDA's Board of Directors to produce adequate revenues, as stated herein. However, GRDA hereby covenants and agrees that during the Term of this Agreement, neither GRDA nor its successors or assigns shall adopt or charge rates applicable to KMEA in excess of those provided for in 82 O.S. Sec. 868 as stated therein on March 1, 2005. Any change in the Rate Schedule will be applied to all GRDA customers served under the same rate schedule in a reasonable and not unduly discriminatory manner. To the extent commercially practicable, GRDA will provide KMEA at least sixty (60) days advance written notice of any change in the Rate Schedule.

Article 7. BILLING AND PAYMENTS

- 7.01 If KMEA, acting in good faith, disputes the amount of a monthly bill, it shall notify GRDA in writing within ninety (90) days after issuance of said monthly bill. KMEA agrees that in no event will it withhold payment of the disputed amount as a result of its disagreement with any bill submitted for payment by GRDA. Failure to provide such written notice within said ninety (90) day period shall constitute a waiver thereof. Monthly bills become final and no longer subject to dispute ninety (90) days after issuance by GRDA. Any refunds shall accrue interest at the current U.S. Treasury ninety (90) day discount auction rate and shall be credited to KMEA's account the month following the determination of the refund.
- 7.02 KMEA shall pay by U.S. mail, Automated Clearinghouse (ACH) transfer, or wire transfer for all charges for electric power and energy within twenty (20) days of receipt of the monthly bill, but in no case later than the twenty-fourth (24th) day of the month following the month of service covered by the monthly bill. If KMEA desires to begin using Automated Clearinghouse (ACH) transfer or wire transfer as the preferred method of payment, it shall so notify GRDA as least thirty (30) days in advance of the first payment to be made by such preferred method, and GRDA shall within five (5) days thereafter provide KMEA the necessary account information.

- 7.03 Payment shall be made by KMEA in a manner to allow funds to be available to GRDA upon presentation. Credit on the books of GRDA will not be made until such funds are actually available to GRDA through normal bank clearing channels, and any delays of such availability may result in a late payment charge imposed on KMEA. Payments hereunder are not deemed to have been received until credited on GRDA's books.
- 7.04 If GRDA does not receive payment by the twenty-fourth (24th) day of the month following the month of service on the monthly bill, GRDA may assess a late payment charge as provided in the applicable Rate Schedules on the full past-due amount and such late payment charge shall continue to accrue on said past-due amount until the same is paid in full.
- 7.05 Should GRDA, in its sole discretion, have reasonable grounds to believe that the creditworthiness of KMEA may be questionable and KMEA's ability to fulfill its obligation to pay under this Agreement may be in jeopardy, GRDA may, by written notice, require the KMEA to provide commercially reasonable performance assurance, to the extent permitted under the laws of the state of Kansas, in a form acceptable to GRDA. Failure to comply within ten (10) business days following receipt of such notice by GRDA of the need for commercially reasonable performance assurance to satisfy such requirement shall constitute a breach of this Agreement and allow GRDA to exercise its option to continue performance or terminate this Agreement as provided in Article 13.
- 7.06 KMEA's obligations under this Article 7 are not subject to delay or excuse by reason of Force Majeure or any other cause or event not within the reasonable control of GRDA.

Article 8. CONTINUITY OF SERVICE

- 8.01 GRDA shall endeavor to make the Firm Capacity and associated energy contracted for hereunder available continuously at the Point(s) of Delivery, except for (a) interruptions caused by Force Majeure, (b) curtailments by the Southwest Power Pool, or (c) GRDA curtailments under emergency procedures specified by SPP or NERC criteria. As soon as commercially reasonable, GRDA will give KMEA notice of such interruptions or reductions so as to cause the least amount of inconvenience to both Parties hereto. Notwithstanding the foregoing, in no event shall GRDA be liable to KMEA or its Participating Members for loss or damage arising from failure, interruption or suspension of service due to one of the exceptions stated in this Section 8.01. GRDA reserves the right to suspend service due to one of the exceptions stated in this Section 8.01, without liability on its part at such times and for such periods and in such manner as it may

deem advisable, including suspensions for the purpose of making necessary adjustments to, changes in, or repairs on, its lines, substations and facilities, and suspensions where, in its opinion, the continuation of service to KMEA would endanger persons or property.

- 8.02 Both GRDA and KMEA shall exercise due diligence, reasonable care and foresight to maintain continuity of service in the delivery and receipt of Firm Capacity and associated energy as provided for in this Agreement, but shall not be considered to have failed in said obligation by reason of any Force Majeure event or Southwest Power Pool curtailment or curtailment by GRDA under emergency procedures specified by SPP or NERC criteria. Such temporary interruptions or reductions in service shall not constitute a breach of contract on the part of GRDA, and GRDA shall not be liable to KMEA for damages resulting therefrom. In case of impaired or defective service, KMEA shall immediately give notice by telephone to GRDA's system dispatcher confirming such oral notice in writing within twenty-four (24) hours of such notice given by telephone.
- 8.03 If, and whenever, the delivery of Firm Capacity and associated energy hereunder shall be interrupted for a period exceeding one (1) hour in duration, due to a fault of the facilities of GRDA, a Force Majeure, or a curtailment by SPP, the monthly charge for Capacity Billing Demand for the month in which such interruption occurs shall be reduced in the ratio that the number of hours of such interruption bears to the total number of hours in such month. KMEA shall make written claim, within ninety (90) days after receiving the monthly bill for the month in which the interruption or interruptions occurred, for reduction of the amount due because of any such interruptions not reflected in such bill. Failure to make such written claim within said ninety (90) day period shall constitute a waiver thereof.

Article 9. FORCE MAJEURE

- 9.01 To the extent either GRDA or KMEA is prevented by Force Majeure from carrying out, in whole or in part, its obligations under this Agreement and either GRDA or KMEA gives notice and details of the Force Majeure event to the other as soon as practicable, then neither shall be considered to be in default; provided, however, the obligation to make payments shall not be affected for payments then due or becoming due with respect to performance of the Agreement prior to the occurrence of the Force Majeure event.
- 9.02 The Force Majeure event shall be remedied with all reasonable dispatch and both parties shall exercise diligence to accomplish restoration of service as soon as practicable.

Article 10. SUSPENSION OF SERVICE

- 10.01 Whenever KMEA has failed to pay any monthly bill accruing under this Agreement on or before forty (40) days following the first day of the calendar month in which such monthly bill was received pursuant to the terms set forth in Article 7, GRDA may suspend providing electric power and energy upon giving written notice to KMEA of GRDA's intention to do so, and GRDA shall not be liable to KMEA for any damages whether regular, special, punitive, consequential or otherwise for its discontinuance of delivery of such electric power and energy.

Article 11. CONTRACT TERM AND TERM EXTENSION PROVISIONS

- 11.01 Service under this Agreement shall commence on the Service Commencement Date, and shall continue in effect through the Termination Date.
- 11.02 The Term may be extended only by mutual written agreement of the Parties. If KMEA desires a contract extension, KMEA must notify GRDA prior to April 30, 2021. GRDA may, at its sole discretion, agree or refuse to extend the Term. In the absence of a written agreement to the contrary, KMEA agrees that it will not claim that it has relied on an extension of this Agreement as grounds for not terminating this agreement.

Article 12. INVESTMENT PARTICIPATION

- 12.01 At GRDA's sole discretion, KMEA may be provided the opportunity to participate in future generation and transmission facilities initiated by GRDA.
- 12.02 The successful execution of an Investment Participation agreement may allow for the mutual agreement to change the demand and energy quantities in Exhibit B of this Agreement for the remaining Term.

Article 13. BREACH OF AGREEMENT AND REMEDIES

- 13.01 Each of the following shall constitute a breach of this Agreement:

- (a) the failure of KMEA to pay any amount that is past due if such failure is not remedied within three (3) business days after receiving written notice from GRDA;
- (b) the failure of either party to comply with any material term or condition of this Agreement which is not corrected within a commercially reasonable period of time;
- (c) the failure of customer to provide the documentation as provided in Section 7.05 and Section 15.07;
- (d) the filing by KMEA or GRDA of a voluntary petition in bankruptcy under any provision of any federal or state law; or
- (e) the entry of a decree adjudicating KMEA or GRDA bankrupt or insolvent, if such decree is continued undischarged and unstayed for a period of sixty (60) days.

13.02 Upon any breach by one party, the non-breaching party may, at its option:

- (a) continue performance and exercise such other rights and remedies as it may have in equity, at law or under the terms of this Agreement; or
- (b) terminate this Agreement in accordance with Article 13 and exercise such other rights and remedies as it may have in equity, at law or under the terms of this Agreement.

13.03 If a party is deemed to be in breach as described in Article 13.01, the non-breaching party may terminate this Agreement by providing ten (10) days advance written notice to the breaching party. Termination of this Agreement shall not relieve either party of any of its liabilities and obligations arising hereunder prior to the date termination becomes effective.

13.04 The non-breaching party may waive its rights with respect to a breach but such waiver shall not be deemed to be a waiver with respect to any previous or subsequent breach or matter. No written waiver shall be construed as a waiver of any other breach whether or not similar to the breach waived, nor shall it be construed as a continuing waiver of any other right or breach. The non-breaching party's failure to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment for the future of such strict performance of such provisions or the exercise of such right. Delay by the non-breaching party in enforcing its rights under this Agreement shall not be deemed a waiver of such rights.

13.05 Exercise of the right of termination as described in Sections 13.02 and 13.03 shall not serve to limit any rights under law or equity that the non-breaching party may have, including, but not

limited to, the recovery of court costs and attorney fees incurred by non-breaching party in the course of enforcement of its rights under this Agreement. The non-breaching party, however, has the obligation to mitigate damages in the event of a default. This provision shall survive termination of this Agreement.

- 13.06 Except as otherwise provided in this Agreement, in no event will the non-breaching party be liable under this Agreement, or under any cause of action relating to the subject matter of this Agreement, for any special, indirect, incidental, punitive, exemplary or consequential damages, including but not limited to loss of profits or revenues, loss of use of any property, cost of substitute equipment, facilities, or services, downtime costs or claims of third parties for such damages. This provision shall survive termination of this Agreement.

Article 14. NOTICE, ASSIGNMENT, AND AMENDMENT

- 14.01 Notices and communications shall be delivered to:

Chief Executive Officer
Grand River Dam Authority,
Administrative Headquarters,
226 W. Dwain Willis Ave.
P.O. Box 409,
Vinita, Oklahoma 74301-0409

Telephone (918-256-5545)

by: United States mail, overnight courier service, or facsimile (918-256-2333).

- 14.02 Notice to GRDA Dispatcher as required:

Superintendent of Transmission Operations,
PO Box 772,
Locust Grove, OK 74352

Phone: 918-825-1053

by: United States mail, overnight courier service,
or facsimile (918-825-1053 ext. 1353).

- 14.03 Payment of monthly billing or other charges or assessments by United States mail shall be delivered to:

Grand River Dam Authority
Dept 2110
Tulsa, Oklahoma 74182

- 14.04 Payment of monthly billing or other charges or assessments using Automated Clearinghouse (ACH) transfer or wire transfer may be arranged by requesting appropriate account information necessary to perform these transactions which GRDA shall provide.
- 14.05 Notices, billings and communications to KMEA shall be delivered to:
- General Manager,
Kansas Municipal Energy Agency,
6330 Lamar Avenue, Ste. 110
Overland Park, KS 66202-4247
- Telephone (913-677-2884)
- By United States mail, overnight courier service, or facsimile (913-677-0804)
- 14.06 This Agreement shall be binding upon and inure to the benefit of the successor, legal representative, and assignees of the respective Parties but is not assignable by KMEA without the express written consent of GRDA. No assignment of this Agreement shall relieve the assignor of its obligations hereunder.
- 14.07 This Agreement shall in all respects be subject to the rules, regulations and orders of all governmental authorities having jurisdiction of the subject matter hereof, and subject to the rules and regulations as may be applied to the Parties by such governmental authorities.
- 14.08 Each Party acknowledges that this Agreement has been reviewed by legal counsel of the respective Parties and is considered an arm's length transaction. Each Party further warrants and represents that implied covenants of good faith and fair dealing, each with the other, are applicable, and each represents and warrants that the terms and conditions of this Agreement are, in the opinion of their respective counsel, valid and enforceable, and neither Party will assert or attempt to assert in litigation or otherwise, that any term or condition of this Agreement is unlawful or unenforceable, each Party waiving any such claim or defense.
- 14.09 This Agreement may be amended from time to time by mutual agreement between GRDA and KMEA; provided, however, that any such amendment must have the approval, in writing, of the governing boards of each of the Parties.
- 14.10 Each party may, at its sole option, change the notice, billings, communication, contact, and payment information with thirty (30) days prior written notice to the other party.

Article 15. MISCELLANEOUS

- 15.01 This Agreement, together with the Exhibits attached hereto and made a part hereof, constitutes the entire agreement between GRDA and KMEA regarding the subject matter hereof, and supersedes any and all previous or contemporaneous understandings between GRDA and KMEA, whether written or oral.
- 15.02 Upon the Service Commencement Date, this Agreement is intended to supersede, negate, and cancel the existing contract dated the 19th of January, 2000 between the Parties, however, the termination of the existing contract shall not discharge either party hereto from any obligation it owes to the other party under the existing contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination.
- 15.03 This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Oklahoma.
- 15.04 To the extent any provision of this Agreement is held unenforceable or invalid under applicable law, such invalidity shall not affect any other provisions of this Agreement which can be given effect without the invalid provisions and, to this end, the provisions hereof are severable.
- 15.05 Both parties acknowledge that the SPP is the current regional transmission organization and that during the term of this agreement, another organization may succeed the SPP. Due to the changing nature of the wholesale power market rules and regulations, any successor organization protocols and operating procedures shall, to the extent practical, be adopted for use by this agreement.
- 15.06 KMEA agrees to maintain rates for electric power and energy to Participating Members which shall provide to KMEA revenues, which, together with other funds estimated to be available, will be sufficient to meet its obligations to the GRDA under this Agreement.
- 15.07 KMEA represents and warrants to GRDA that it and its Participating Members will not sell in excess of seven percent (7%) of any capacity or energy sold by GRDA to KMEA under this Agreement in any manner that would cause such sale to result in any facility of GRDA being deemed to be used for a private business use under the Internal Revenue Code of 1986 and the regulations promulgated thereunder. To that end, KMEA and its Participating Members covenant not to make any resale in excess of seven percent (7%) of capacity or energy sold to KMEA under the Agreement to a purchaser for resale by such purchaser, if it would obligate the purchaser to make payments that are not contingent on the output requirements of the

purchaser (including but not limited to minimum demand charges) or obligate the purchaser to have output requirement resales that require the purchaser to pay reasonable and customary damages (including liquidated damages) in the event of a default, or to pay a specified amount to terminate the contract or arrangement with KMEA while the purchaser has requirements, in each case if the amount of the payment is reasonably related to the purchaser's obligations to buy requirements that is discharged by the payment. CUSTOMER shall confirm to GRDA at least annually by December 31 that no resales have been made of the capacity and energy sold to CUSTOMER under this Agreement other than in compliance with the preceding two sentences. Nothing contained in this Section 15.07 shall affect the ability of CUSTOMER to make resales to any persons under any conditions if and to the extent such resales are made from resources other than the capacity or energy sold to CUSTOMER under this Agreement.

Article 16. AUTHORITY TO EXECUTE AGREEMENT

- 16.01 GRDA and KMEA each respectively represents and warrants that it has full power and authority to execute, perform, and carry out this Agreement, and the execution of the Agreement by it has been authorized and exercised in accordance with laws and governing body approvals applicable to it.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative and its corporate seal to be affixed hereto on the dates below each signature, to be effective on the date first above written.

ATTEST:

GRAND RIVER DAM AUTHORITY

Donna M. Jones
By: Donna M. Jones
Title: Secretary

By: Mike Easley MK
Title: CEO
Date: 7-14-05

ATTEST:

KANSAS MUNICIPAL ENERGY AGENCY

James B. Bradley
By: James B. Bradley
Title: Vice President

By: Jan R. Wade
Title: General Manager
Date: July 14, 2005

GRAND RIVER DAM AUTHORITY
P.O. Box 409
Vinita, Oklahoma 74301

SCHEDULE WP-OCA – WHOLESALE POWER SERVICE OUTSIDE CONTROL AREA

Page 1 of 2

AVAILABILITY:

To electric utilities, municipalities and rural electric distribution cooperatives outside GRDA's Control Area for wholesale and firm partial requirements power and energy service for resale to their participating members or to retail consumers connected to their system. Wholesale Customers must have entered into a Power Purchase and Sale Agreement with GRDA.

RATE SCHEDULES WP-OCA AND OWP-OCA ARE LIMITED TO 100,000 KW OF LOAD PER CUSTOMER AND 500,000 KW OF TOTAL LOAD WHICH SHALL BE CALCULATED BY SUMMING THE CONTRACT DEMANDS OF THE PARTICIPATING CUSTOMERS.

TYPE OF SERVICE:

Generation Bus or three-phase, 60 hertz, at the available transmission voltage.

MONTHLY RATE:

	Generation Bus		Transmission
Basic Charge	\$1,000.00		\$1,000.00
Capacity Charge, per Capacity Billing kW	\$8.76		\$9.32
Energy Charge, per Billing kWh	\$0.021		\$0.021

Transmission: Service 69,000 volts and above.

Generation Bus: Customer has separately developed and will maintain transmission service arrangements with third parties to deliver power and energy from GRDA's generation bus.

MINIMUM MONTHLY BILLING:

Each billing period the Customer shall pay the greater of the amount calculated under the above rate or the amount established in the Customer's Power Purchase and Sale Agreement with GRDA, whether or not any energy is actually scheduled by the customer.

POWER COST ADJUSTMENT:

This rate is subject to the Power Cost Adjustment set forth on Schedule PCA.

DETERMINATION OF CAPACITY BILLING DEMAND:

The capacity billing demand shall be the amount established in the Customer's Power Purchase and Sale Agreement with GRDA.

GRAND RIVER DAM AUTHORITY
P.O. Box 409
Vinita, Oklahoma 74301

SCHEDULE WP-OCA – WHOLESALE POWER SERVICE OUTSIDE CONTROL AREA

Page 2 of 2

DETERMINATION OF BILLING ENERGY:

The billing energy shall be the amount established in the Customer's Power Purchase and Sale Agreement with GRDA.

TRANSMISSION:

Customer shall be solely responsible for all transmission arrangements, including associated costs, necessary to receive power and energy from GRDA.

OTHER TAXES, FEES AND DUTIES:

The Customer shall pay, in addition to the other rates and charges set forth on this schedule, any taxes, fees and duties required to be collected by GRDA and paid to the proper agency charged with the collection of such taxes, fees and duties.

CONDITIONS OF SERVICE FOR FIRM PARTIAL REQUIREMENTS:

1. The minimum monthly load factor scheduled shall be seventy-five percent (75%) or greater calculated on the peak kW established for the month.
2. Other conditions in accordance with the Customer's Power Purchase and Sale Agreement with GRDA.

TERMS OF PAYMENT:

Bills shall be considered past due if not paid by the due date shown on the bill. A late payment fee of the greater of \$100.00 or 1.5% of the total past due amount shall be applied to the total past due amount.

CHANGES TO RATE SCHEDULE:

The terms and charges in this rate schedule may be changed by GRDA from time to time as provided by the "Grand River Dam Authority Act" (82 O.S.A. § 861, et seq., as amended and supplemented).

GRAND RIVER DAM AUTHORITY
P.O. Box 409
Vinita, Oklahoma 74301

SCHEDULE PCA – POWER COST ADJUSTMENT

Page 1 of 2

APPLICABILITY:

The Wholesale Power, Wholesale Power Outside Control Area, Large General Service, Large General Service Time-of-Use, and Small General Service-Commercial rate schedules and Wholesale Long-Term Firm, Wholesale Power Rate for Resale, Wholesale Scheduled Firm, General Service and General Service Commercial rates are subject to this Power Cost Adjustment Schedule.

Monthly charges shall be increased or decreased on a uniform per kWh basis using the Power Cost Adjustment factor (PCA) calculated in accordance with the following provisions.

POWER COST:

The power cost is the costs which would be recorded as:

- (1) Fossil fuel for generation in Account 501, excluding the cost of fossil fuel recovered through off-system sales; such sales to include economy energy sales and other energy sold on a short term basis (less than 35 days); and
- (2) Purchased power in Account 555.

POWER COST ADJUSTMENT:

The following formula is used to determine the Power Cost Adjustment Factor. The Power Cost Adjustment Factor will be calculated to the nearest one-hundredth of a mill (\$0.00001) per kWh.

PCA	=	EFPC + PC - RPC	-	Base Power Cost
		EFkWhS		

Where:

EFPC = Estimated Future Power Cost. In December of each year, the AUTHORITY will estimate the cost of power in dollars for the next calendar year.

PC = Power Cost. In December each year, the AUTHORITY will determine the actual cost of power in dollars for the calendar year plus corrections for any estimated power cost amounts from previous period calculations. If actual power costs are not available for all months of the calendar year, the AUTHORITY may estimate the power cost for any periods for which actual cost is not available.

GRAND RIVER DAM AUTHORITY

P.O. Box 409

Vinita, Oklahoma 74301

SCHEDULE PCA – POWER COST ADJUSTMENT

Page 2 of 2

RPC = Recovered Power Cost is determined by summing the Power Cost Adjustment billed for the period and the result of multiplying the kWh Sales for the period by the Base Power Cost.

kWh Sales = The AUTHORITY will determine the actual kWh sales excluding off-system kWh sales for the period. If actual kWh sales are not available for all months of the period, the AUTHORITY may estimate the kWh sales for any period for which actual kWh is not available.

Base Power Cost = \$0.013 per kWh sold.

EFkWhS = Estimated Future kWh Sales. In December each year, the AUTHORITY will estimate the kWh sales excluding off-system sales for the next calendar year.

GRDA may recalculate the PCA factor as actual power cost and kWh sales data becomes available and may revise estimated power cost and kWh sales for the remainder of the calendar year.

CHANGES IN POWER COST ADJUSTMENT:

The terms and charges in this power cost adjustment may be changed by GRDA from time to time as provided by the “Grand River Dam Authority Act” (82 O.S.A. § 861, et seq., as amended and supplemented).

Exhibit B**Capacity Billing Demand and Billing Energy**

The Capacity Billing Demand and Billing Energy for each month of the Term shall be as follows.

The Capacity Billing Demand and Billing Energy for the months of June through September for the Term shall be the Nominal Capacity Billing Demand as follows.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
June	84,000	84,000	84,000	60,480,000
July	84,000	84,000	84,000	62,496,000
August	84,000	84,000	84,000	62,496,000
September	84,000	84,000	84,000	60,480,000

Exhibit B (continued)**Capacity Billing Demand and Billing Energy**

The Capacity Billing Demand and Billing Energy for the months of October through May for the Term shall be the Nominal Capacity Billing Demand as follows, unless, KMEA notifies GRDA by the first day of the preceding month of a revised Nominal Capacity Billing Demand, which will not be less than the Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand. The Billing Energy for any such month will be calculated to be the revised monthly capacity billing demand for the month scheduled at a 100% monthly load factor.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
October	63,000	63,000	84,000	46,935,000
November	63,000	63,000	84,000	45,360,000
December	63,000	63,000	84,000	46,872,000
January	63,000	63,000	84,000	46,872,000
February	63,000	63,000	84,000	42,336,000
March	63,000	63,000	84,000	46,872,000
April	63,000	63,000	84,000	45,297,000
May	63,000	63,000	84,000	46,872,000

Notes:

1. The Billing Energy is calculated by multiplying the Capacity Billing Demand times the number of hours in the applicable month (a 100% monthly load factor).
2. The number of hours in October is 745 to reflect the change from daylight savings time to standard time.
3. The number of hours in April is 719 to reflect the change from standard time to daylight savings time.
4. For leap years, the number of hours in February is 696.

Exhibit C

KMEA Participating Member List

The current applicable Participating Members of KMEA are as follows: however, this list is subject to change depending on each city's final commitment.

Agusta, KS	Sterling, KS
Baldwin City, KS	Wamego, KS
Burlington, KS	Wellington, KS
Elinwood, KS	Winfield, KS
Erie, KS	
Fredonia, KS	
Gardner, KS	
Garnett, KS	
Girard, KS	
Hoisington, KS	
Holton, KS	
Lacrosse, KS	
Larned, KS	
Meade, KS	
Neodesha, KS	
Osage City, KS	
Osawatomie, KS	
Ottawa, KS	
Stafford, KS	
Sterling, KS	

FIRST AMENDMENT TO THE POWER PURCHASE AND SALE AGREEMENT

THIS first amendment to the May 11, 2005, Agreement by and between **GRAND RIVER DAM AUTHORITY**, a governmental agency of the State of Oklahoma, body politic and corporate, created and existing under the laws of the State of Oklahoma, including particularly Title 82, Oklahoma Statutes, Sections 861 et seq. (the “Grand River Dam Authority Act”, or the “Act”), hereinafter referred to as “GRDA” and **KANSAS MUNICIPAL ENERGY AGENCY**, a legally constituted municipal energy agency and quasi-municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Kansas, including particularly K.S.A. 12-885 to 12-8,111, inclusive as amended and supplemented, hereinafter referred to as “KMEA” and “Customer”(hereinafter each referred to individually as a “Party” and collectively as the “Parties”), is entered into this 14th day of October, 2009.

WHEREAS, the Customer desires to purchase and GRDA desires to sell an additional 4 MW of electric power and energy commencing upon June 1, 2010;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein contained, it is agreed by and between the parties hereto, that the said Agreement is hereby amended as follows:

- (1) Exhibit “B” shall be modified to reflect an additional 4,000 kW of Capacity Billing Demand and Billing Energy for a total of 67,000 kW effective June 1, 2010.

Except as amended by the above, all provisions of the Agreement between the parties remains in full force and effect.

IN WITNESS WHEREOF, the hands and seals of the parties hereto have been affixed to two (2) copies, each to be considered original, and executed by their respective officers, duly authorized on the date above set forth.

ATTEST:

GRAND RIVER DAM AUTHORITY


By: Donna M. Jones
Title: Secretary

By: Kevin Easley
Title: Chief Executive Officer
Date: 11-10-09

ATTEST:

KANSAS MUNICIPAL ENERGY AGENCY

Diana Burress
By: DIAN BURRESS
Title: Director, Member Services

By: Jan Widen
Title: General Manager
Date: 12-17-09

Exhibit B**Capacity Billing Demand and Billing Energy**

Commencing on June 1, 2010 and continuing for the months of June through September for the remainder of the Term, the Capacity Billing Demand and Billing Energy for the months of June through September shall be the Nominal Capacity Billing Demand as follows:

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh) ¹
June	67,000	67,000	67,000	48,240,000
July	67,000	67,000	67,000	49,848,000
August	67,000	67,000	67,000	49,848,000
September	67,000	67,000	67,000	48,240,000

Capacity Billing Demand and Billing Energy

Commencing on October 1, 2010 and continuing for the months of October through May during the remainder of the Term, the Capacity Billing Demand and Billing Energy for the calendar months of October through May shall be the Nominal Capacity Billing Demand as follows, unless KMEA notifies GRDA by the first day of the preceding month of a revised Nominal Capacity Billing Demand, which will be not less than Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand. The Billing Energy for each month will be calculated on the revised monthly capacity billing demand scheduled at 100% monthly load factor.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh) ¹
October	50,000	50,000	67,000	37,200,000
November ²	50,000	50,000	67,000	35,950,000
December	50,000	50,000	67,000	37,200,000
January	50,000	50,000	67,000	37,200,000
February ³	50,000	50,000	67,000	33,600,000
March	50,000	50,000	67,000	37,250,000
April ²	50,000	50,000	67,000	36,000,000
May	50,000	50,000	67,000	37,200,000

Notes:

1. The Billing Energy is calculated by multiplying the Capacity Billing Demand times the number of hours in the applicable month (a 100% monthly load factor).
2. The number of hours in a month will reflect both the change from daylight savings time to standard time and the change from standard time to daylight savings time during the applicable months as defined by federal law.
3. For leap years, the number of hours in February is 696.

**SECOND AMENDMENT TO THE POWER
PURCHASE AND SALE AGREEMENT**

THIS second amendment to the Power Purchase and Sales Agreement, dated as of May 11, 2005, (the “Agreement”) by and between **GRAND RIVER DAM AUTHORITY**, a governmental agency of the State of Oklahoma, body politic and corporate, created and existing under the laws of the State of Oklahoma, including particularly Title 82, Oklahoma Statutes, Sections 861 et seq. (the “Grand River Dam Authority Act”, or the “Act”), hereinafter referred to as “GRDA” and **KANSAS MUNICIPAL ENERGY AGENCY**, a legally constituted municipal energy agency and quasi-municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Kansas, including particularly K.S.A. 12-885 to 12-8,111, inclusive as amended and supplemented, hereinafter referred to as “KMEA” and “Customer”(hereinafter each referred to individually as a “Party” and collectively as the “Parties”), is entered into this 9th day of June, 2010.

WHEREAS, the Parties initially proposed that GRDA would sell and KMEA would purchase up to 84,000 kW Maximum Capacity Billing Demand as set forth in the original Exhibit B to the May 11, 2005 Agreement; provided firm transmission could be arranged for delivery of the electric power and energy; and

WHEREAS, during the process of requesting transmission through the Southwest Power Pool (“SPP”), firm transmission was economically feasible and approved for part of the electric power and energy set forth on the original Exhibit B, and the Parties have modified Exhibit B on the following dates based on the firm transmission arrangements as determined from time to time:

(i) Exhibit B was modified in April 2006 to provide for delivery of electric power and energy up to 80,000 kW of Maximum Capacity Billing Demand on and after June 1, 2009;

(ii) Exhibit B was modified in April 2007 to provide for delivery of electric power and energy up to 81,000 kW of Maximum Capacity Billing Demand on and after May 1, 2009;

(iii) Exhibit B was modified in April 2009 to provide for delivery of electric power and energy up to 63,000 kW of Maximum Capacity Billing Demand on and after May 1, 2009, and Exhibit C was modified to list the Participating Members of KMEA as of the current date;

WHEREAS, the Parties entered into the First Amendment to the Agreement on October 4, 2009 to modify Exhibit B to increase the delivery of electric power and energy up to 67,000 kW of Maximum Capacity Billing Demand on June 1, 2010;

WHEREAS, the Customer desires to purchase and GRDA desires to sell an additional 17,000 kW of electric power and energy commencing on June 1, 2010, which is subject to receipt of transmission approval from SPP, for a total up to 84,000 kW of electric power and energy;

WHEREAS, both parties desire to modify Exhibit C to list Participating Members of KMEA as of June 1, 2010;

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein contained, it is agreed by and between the parties hereto, that the said Agreement is hereby amended as follows:

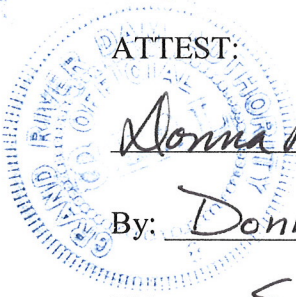
Section 1. The Parties agree to amend "Exhibit B" to reflect a schedule adding 17,000 kW of Capacity Billing Demand and Billing Energy, subject to transmission approval by SPP for such volume, up to a total of 84,000 kW effective June 1, 2010. In the event, KMEA is unable, after using commercially reasonable efforts, to execute firm transmission service agreements for amounts sufficient for full deliveries pursuant to Exhibit B on or before August 1, 2010, Exhibit B shall be modified to reflect the amount of firm transmission secured with written service agreements. The form of the amended Exhibit B is attached hereto and incorporated herein by reference.

Section 2. Except as amended herein and in the prior amendments to the Agreement, all provisions of the Agreement between the parties are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, the hands and seals of the parties hereto have been affixed to two (2) copies, each to be considered original, and executed by their respective officers, duly authorized on the date above set forth.

ATTEST:

GRAND RIVER DAM AUTHORITY


Donna M. Jones

By:

Kevin Easley

By: Donna M. Jones

Title: Chief Executive Officer

Title: Secretary

Date: 6-16-10

ATTEST:

KANSAS MUNICIPAL ENERGY AGENCY

Sarah O. Steele

By:

Robert Puckley

By: Sarah O. Steele

Title: GENERAL MANAGER

Title: General Counsel

Date: 6/29/10

Exhibit B**Capacity Billing Demand and Billing Energy****As approved by Second Amendment dated June 9, 2010**

Commencing on June 1, 2010 and continuing for the months of June through September through the remainder of the Term, the Capacity Billing Demand and Billing Energy for the months of June through September shall be the Nominal Capacity Billing Demand as follows:

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
June	84,000	84,000	84,000	60,480,000
July	84,000	84,000	84,000	62,496,000
August	84,000	84,000	84,000	62,496,000
September	84,000	84,000	84,000	60,480,000

Commencing on October 1, 2010 and continuing for the months of October through May through the remainder of the Term, the Capacity Billing Demand and Billing Energy for the calendar months of October through May shall be the Nominal Capacity Billing Demand as follows, unless KMEA notifies GRDA by the first day of the preceding month of a revised Nominal Capacity Billing Demand, which will be not less than Minimum Capacity Billing Demand nor greater than the Maximum Capacity Billing Demand. The Billing Energy for each month will be calculated on the revised monthly capacity billing demand scheduled at 100% monthly load factor.

Month	Nominal Capacity Billing Demand (kW)	Minimum Capacity Billing Demand (kW)	Maximum Capacity Billing Demand (kW)	Billing Energy (kWh)
October	63,000	63,000	84,000	46,872,000
November	63,000	63,000	84,000	45,360,000
December	63,000	63,000	84,000	46,872,000
January	63,000	63,000	84,000	46,872,000
February	63,000	63,000	84,000	42,336,000
March	63,000	63,000	84,000	46,872,000
April	63,000	63,000	84,000	45,360,000
May	63,000	63,000	84,000	46,872,000

Notes:

1. The Billing Energy is calculated by multiplying the Capacity Billing Demand times the number of hours in the applicable month (a 100% monthly load factor).
2. The number of hours in a month will reflect both the change from daylight savings time to standard time and the change from standard time to daylight savings time during the applicable months as defined by federal law.
3. For leap years, the number of hours in February is 696.

Exhibit C

KMEA Participating Member List

The current applicable Participating Members of KMEA are as follow: however, this list is subject to change depending on each city's final commitment.

Effective June 1, 2010

Augusta, KS
 Baldwin City, KS
 Beloit, KS..... added October 2007
~~Burlington, KS~~ removed June 2010
 Ellinwood, KS
 Erie, KS
 Fredonia, KS
 Gardner, KS
 Garnett, KS
 Girard, KS
 Hoisington, KS
 Holton, KS
 Horton, KS added April 2009
~~Laerosse, KS~~ removed June 2010
 Larned, KS
 Lincoln Center, KS added June 2010
~~Meade, KS~~
 Neodesha, KS
 Osage City, KS
 Osawatomie, KS
 Osborne, KS..... added June 2010
 Ottawa, KS
 Pratt, KS..... added June 2010
 Russell, KS..... added June 2010
~~Stafford, KS~~ removed June 2010
 Sterling, KS
 Stockton, KS added June 2010
 Wamego, KS
 Washington, KS added June 2010
 Wellington, KS
 Winfield, KS

THIRD AMENDMENT TO THE SERVICE POWER PURCHASE AND SALE AGREEMENT

This Third Amendment to the Power Purchase And Sale Agreement (“Third Amendment”) is executed and made effective as of _____, 2024, by and between the Grand River Dam Authority, a governmental agency of the State of Oklahoma created and existing pursuant to 82 O.S. § 861, *et seq.* (“GRDA”), and Kansas Municipal Energy Agency, a legally constituted municipal energy agency and quasi-municipal corporation duly created, organized, and existing under and by virtue of the laws of the State of Kansas, including particularly K.S.A. 12-885 to 12-8,111, inclusive as amended and supplemented (“KMEA”) (hereinafter each referred to individually as a “Party” and collectively, the “Parties”).

WHEREAS, GRDA and KMEA are Parties to that certain Power Purchase and Sale Agreement dated as of May 11, 2005, as amended by that certain First Amendment to the Power Purchase and Sale Agreement dated as of October 14, 2009, and as further amended by that certain Second Amendment to the Power Purchase and Sale Agreement dated as of June 9, 2010 (collectively, the “Agreement”)

WHEREAS, the Parties agree to amend on the terms set forth herein certain sections of the Agreement to allow for the extension of the term of the Agreement and reduce the Capacity Billing Demand and Billing Energy.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the Parties agree to the following:

1. **Article 1. Definitions, Section 1.21** “*Termination Date*” shall be deleted in its entirety and replaced with the following:

“**1.21** “Termination Date” shall mean April 30, 2051, or such other date as the Parties may agree in writing in accordance with Article 11, unless terminated earlier in accordance with Article 13.”
2. **Article 11. Contract Term and Term Extension, Section 11.02** is amended by deleting the second sentence of the section which removes the following language:

~~“If KMEA desires a contract extension, KMEA must notify GRDA prior to April 30, 2021.”~~
3. **Article 14. Notices** shall be amended and updated as follows:
 - 14.01 Notices and communications shall be delivered to:

Chief Executive Officer
Grand River Dam Authority
Administrative Center
8624 OK-412B
Chouteau, OK 74337
Telephone (918) 256-5545
Email: legal.notices@grda.com

With a CC to:

Executive Vice President, External Relations
Grand River Dam Authority
9933 East 16th Street
Tulsa, OK 74128

by: electronic mail, United States mail, or overnight courier service.

14.02 Notice to GRDA Dispatcher as required:
Superintendent of Transmission Operations,
PO Box 772,
Locust Grove, OK 74352
Telephone: (918) 825-1053
Email:

by: electronic mail, United States mail, or overnight courier service.

14.05 Notices, billings and communications to KMEA shall be delivered to:
General Manager
Kansas Municipal Energy Agency,
6300 W 95th Street
Overland Park, KS 66212
Telephone (913) 677-2884
Email: mahlberg@kmea.com

by electronic mail, United States mail, or overnight courier service.

4. **Exhibit B** shall be amended to reflect a reduction of Capacity Billing Demand and Billing Energy to a total of 60,000kW effective May 1, 2026. The form of the amended Exhibit is attached hereto and incorporated herein by reference.

Except as amended herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their duly authorized representatives on the date set forth above.

GRAND RIVER DAM AUTHORITY

By _____
Daniel S. Sullivan, CEO

ATTEST:

(Seal)

Sheila Allen, Corporate Secretary

KANSAS MUNICIPAL ENERGY AGENCY

By _____
Paul Mahlberg, General Manager

ATTEST:

(Seal)

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
IND PARK DEVELOPMENT	INDUSTRIAL PARK DE	BRUMMEL FARM SERVICE	(3) ACET PAVILION	240.00
			OXY (6) ACET (6) PVAILIO	780.00
			(1) OXYGEN PAVILION	50.00
		NORTHERN TOOL AND EQUIPMENT	(3) OXYG (1) ACET PAVILI	210.00
			DR 1-1/4 DEEP/METAL WHEEL	66.98
			METAL WHEEL/CLAM SHELL	131.15
		HAMPEL OIL DISTRIBUTORS, INC.	PAVILION	102.23
			HAMPEL OIL DISTRIBUTORS, I	175.51
			HAMPEL OIL DISTRIBUTORS, I	97.63
		UNITED RENTALS	PAVILION	3,604.26
			PVAILION	3,496.00
			PVAILION	4,107.00
			PAVILION	150.00
			PAVILION	479.69
			PAVILION	846.42
		BAUMAN LOGISTICS, LLC MIDWEST CRANE and RIGGING AIRGAS USA, LLC	PAVILION	546.40
			COMMERCIAL TRKING PAVILIO	2,713.50
			CRANE/CREWRIGGER 12/17&18	4,347.00
			OXYGEN/ACETYLENE PAVILIO	995.31
			OXYGEN PAVILION	398.70
			OXYGEN 80 CGA 540 PAVILIO	85.26
		MILLER HARDWARE VISA - CARD SERVICES	OXYGEN - PAVILION	42.77
			SEE FILE BREAKDOWN -PAVILI	649.59
			VISA-SEE FILE PAVILION	2,908.46
			TOTAL:	27,223.86
REVENUES	GENERAL	GRIMES, MARVIN VISA - CARD SERVICES	REFUND THC RENTAL CANCELLE	30.00
			VISA - SEE FILE BREAKDOWN	283.00
			TOTAL:	313.00
GOVERNMENT ADMINISTRAT	GENERAL	BRIGHTSPEED COMMUNICATIONS	CITY HALL	114.92
			DIGITAL CONNECTIONS, INC.	331.80
			DOLLAR GENERAL CORPORATION	10.29
		HAMPEL OIL DISTRIBUTORS, INC.	BATHROOM/KITCHEN	10.29
			FUEL SPLIT - DECEMBER	106.87
			KANSAS STATE TREASURER	834.00
		PITNEY BOWES GLOBAL FIN SERV-LEASE	LEASE 10/2024 - 1/2025	189.24
			QUILL CORPORATION	18.87
		RYAN WALTER DBA	DESK CALENDAR 2025 (3)	12.58
			DESK CALENDAR 2025 (2)	12.58
			DECEMBER PEST CONTROL	5.00
		TRUSTPOINT INSURANCE	ENDORSEMT #807	1,295.00
			VISA - SEE FILE BREAKDOWN	62.51
			VISA - SEE FILE BREAKDOWN	91.45
		VISA - CARD SERVICES	VISA - SEE FILE BREAKDOWN	60.79
			VISA - ADOBE SPLIT	21.59
			VISA - MICROSOFT SPLIT	29.70
		VERIZON	CELL PHONE	68.85
			WITTMAN NAPA AUTO PARTS	22.30
			TOTAL:	3,286.05
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	DOG BOARD/RABIES	42.00
			NEUTER FOR ADOPTION CAT	30.00
			CAT (5) ADOPTED	80.00
		DIGITAL CONNECTIONS, INC.	COM DEV COPEIS	186.10
			BATHROOM/KITCHEN	10.28
			BATHROOM/KITCHEN	10.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT - DECEMBER	60.98
		EVERGY	COM DEV #7745674439	26.00
		QUILL CORPORATION	DESK CALENDAR 2025 (2)	12.58
		RYAN WALTER DBA	DECEMBER PEST CONTOL	5.00
			DECEMBER PEST CONTOL	15.00
		UCI TESTING	DARIN SCHMOE	170.00
		VISA - CARD SERVICES	VISA - SEE FILE BREAKDOWN	89.10
			VISA - SEE FILE BREAKDOWN	26.06
			VISA - SEE FILE BREAKDOWN	136.98
			VISA - ADOBE SPLIT	21.49
			VISA - MICROSOFT SPLIT	11.14
		VERIZON	CELL PHONE	88.02
			TOTAL:	1,021.01
PARKS, RECREATION & CE GENERAL		GARNETT HOME CENTER	BOLTS SCREWS	1.95
		GERKEN RENT-ALL, INC	FINAL NORTH LAKE TOILETS	220.00
			FINAL RESERVOIR TOILETS	627.00
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	244.55
			EQUIP FUEL - DIESEL	682.89
			EQUIP FUEL - GAS	682.89
			VEHICLE FUEL	455.25
		EVERGY	CAMPSITE #0638664876	27.29
			PARKS #5102657023	17.70
			parks #9127811310	64.45
		MILLER HARDWARE	SEE FILE BREAKDOWN	627.00
			SEE FILE BREAKDOWN	70.00
			SEE FILE BREAKDOWN	4.54
		QUILL CORPORATION	DESK CALENDAR 2025 (4)	25.16
		RYAN WALTER DBA	DECEMBER PEST CONTROL	30.00
			DECEMBER PEST CONTROL	30.00
			DECEMBER PEST CONTROL	30.00
		UCI TESTING	BRIAN DAVIS	30.00
		VISA - CARD SERVICES	VISA - MICROSOFT SPLIT	3.71
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	25.68
		KLEHAMMER, BRENDA JE'NELLE	DEC 12 @ \$15.00	180.00
			TOTAL:	4,080.06
STREET & STORMWATER	GENERAL	HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	267.98
			ON ROAD DIESEL - DECEMBER	587.94
			OFF ROAD DIESEL-DECEMBER	235.75
		INDEPENDENT SALT COMPANY	TK 14795 HWY/TREATED BULK	2,530.92
		MILLER HARDWARE	SEE FILE BREAKDOWN	12.99
			SEE FILE BREAKDOWN	12.99
			SEE FILE BREAKDOWN	38.97
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.80
		RYAN WALTER DBA	DECEMBER PEST CONTOL	15.00
		VISA - CARD SERVICES	VISA - SEE FILE BREAKDOWN	34.73
			VISA - MICROSOFT SPLIT	0.75
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	154.51
			SEE FILE BREAKDOWN	6.99
			TOTAL:	3,971.32
MUNICIPAL AIRPORT	AIRPORT	HAMPEL OIL DISTRIBUTORS, INC.	OFF ROAD DIESEL-DECEMBER	51.60
			AIRPORT FUEL NONAVIATION	454.84
		MILLER HARDWARE	SEE FILE BREAKDOWN	57.56
		QUILL CORPORATION	DESK CALENDAR 2025 (1)	6.29

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		RYAN WALTER DBA	DECEMBER PEST CONTROL	30.00
		VISA - CARD SERVICES	VISA - SEE FILE BREAKDOWN	212.25
			VISA - SEE FILE BREAKDOWN	13.58
			VISA-SEE FILE BREAKDOWN	362.73
		VERIZON	CELL PHONE	41.51
			TOTAL:	1,230.36
DEBT SERVICES	DEBT SERVICE	STATE TREASURER	GAS UTILITY LOAN	163,134.63
			TOTAL:	163,134.63
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIES	100.37
		KLEIN, RHONDA	CHRISTMAS COOKIES/LIBRARY	60.00
		RYAN WALTER DBA	DECEMBER PEST CONTROL	30.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	121.22
		WRIGHT'S CONSTRUCTION	LIBRARY GLASS POD ASSEMBLE	750.00
			TOTAL:	1,061.59
FIRE DEPARTMENT	PUBLIC SAFETY	MILLER HARDWARE	SEE FILE BREAKDOWN	61.96
		QUILL CORPORATION	DESK CALENDAR 2025 (1)	6.29
		RYAN WALTER DBA	DECEMBER PEST CONTROL	30.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	15.95
			VISA-SEE FILE BREAKDOWN	149.95
			VISA-SEE FILE BREAKDOWN	529.00
			VISA-SEE FILE BREAKDOWN	275.52
			VISA - MICROSOFT SPLIT	3.71
			TOTAL:	1,072.38
POLICE DEPARTMENT	PUBLIC SAFETY	ANDERSON CO SOLID WASTE	POLICE TIRES	64.00
		DIGITAL CONNECTIONS, INC.	POLICE COPIES	11.87
		KANSASLAND TIRE INC OF HAYS, KANSAS	DURANGO TIRES	536.00
		MILLER HARDWARE	SEE FILE BREAKDOWN	4.59
		QUILL CORPORATION	DESK CALENDAR 2025 (4)	25.16
		RICHMOND BODY WORKS LLC	RICHMOND BODY WORKS LLC	406.25
		RYAN WALTER DBA	DECEMBER PEST CONTROL	15.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	32.00
			VISA-SEE FILE BREAKDOWN	100.00
			VISA-SEE FILE BREAKDOWN	43.42
			VISA-SEE FILE BREAKDOWN	320.79
			VISA-SEE FILE BREAKDOWN	820.40
			VISA - MICROSOFT SPLIT	18.56
		VERIZON	CELL PHONE	320.12
			CELL PHONE	342.08
		WEX BANK	WEX FUEL	145.72
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	43.30
			TOTAL:	3,249.26
SPECIAL HIGHWAY	SPECIAL HIGHWAY	ANDERSON CO SOLID WASTE	SIDEWLK PROJECT C&D	36.99
			TOTAL:	36.99
REVENUES	ELECTRIC	EAST CENTRAL KANSAS ACADEMY	REIMB OVERPAYMENT 2024	10,492.70
			TOTAL:	10,492.70
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ACCESS BILLING	452.55
		BRIGHTSPEED COMMUNICATIONS	ACCESS BILLING	642.29
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	242.62
		HERITAGE-CRYSTAL CLEAN, LLC	HVY-DUTY ELC DIESEL 50/50	1,378.75

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KMEA (HYDRO)	KMEA (HYDRO)	2,533.00
		LANCO DISTRIBUTION, INC	LG ROLL WHITE TOWELS	32.00
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.79
		QUILL CORPORATION	DESK CALENDAR 2025 (1)	6.29
		RYAN WALTER DBA	DECEMBER PEST CONTROL	15.00
		VALIDITY SCREENING SOLUTIONS	EMPL SCREENING - R SMITH	75.70
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	9.89
			VISA-SEE FILE BREAKDOWN	32.75
			VISA-SEE FILE BREAKDOWN	19.16
			TOTAL:	5,511.79
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	GLOVES DUST 1 QT BOTTLE	215.95
			METER/ SEAL PDLCK BLUE	780.00
		EMC INSURANCE COMPANY	ELEC POLE FELL ON CAR	500.00
		GARNETT HOME CENTER	2" ENTRANCE CAP	39.98
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	95.48
			ON ROAD DIESEL - DECEMBER	942.39
			OFF ROAD DIESEL-DECEMBER	48.56
		KANSAS ONE-CALL SYSTEM INC. DIST	(41) LOCATES SPLIT	12.30
		KMEA MID-STATES	LABOR - WEST INNER CIRCUIT	1,207.50
			TIE/BREAKER ISSUE N. SUBST	1,735.00
		MILLER HARDWARE	SEE FILE BREAKDOWN	59.94
			SEE FILE BREAKDOWN	120.34
			SEE FILE BREAKDOWN	32.76
			SEE FILE BREAKDOWN	35.19
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.80
		RYAN WALTER DBA	DECEMBER PEST CONTROL	7.50
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	159.98
		VERIZON	CELL PHONE	46.51
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	200.10
			TOTAL:	6,311.28
GAS	GAS	FIDELIS ENERGY GROUP, LLC	IFERC SSC 2024 11 PURCHAS	26,280.00
			JAN 2025 PROCUREMENT	1,650.00
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	193.84
			ON ROAD DIESEL - DECEMBER	35.16
			OFF ROAD DIESEL-DECEMBER	39.13
		SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	28,338.63
		KANSAS ONE-CALL SYSTEM INC. DIST	(41) LOCATES SPLIT	12.30
		LANCO DISTRIBUTION, INC	LG WHITE TOWELS	34.56
		MILLER HARDWARE	SEE FILE BREAKDOWN	192.45
			SEE FILE BREAKDOWN	179.98
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.79
		RYAN WALTER DBA	DECEMBER PEST CONTROL	7.50
		VISA - CARD SERVICES	VISA - ADOBE SPLIT	10.75
			VISA - MICROSOFT SPLIT	0.75
			TOTAL:	57,046.84
SANITATION	SANITATION	ANDERSON CO SOLID WASTE	TONNAGE	8,128.35
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	57.45
			ON ROAD DIESEL - DECEMBER	1,979.30
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.79
		RYAN WALTER DBA	DECEMBER PEST CONTROL	7.50
		VISA - CARD SERVICES	VISA - MICROSOFT SPLIT	0.74
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	233.47
			TOTAL:	10,478.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
WASTEWATER	WASTEWATER	BRIGHTSPEED COMMUNICATIONS	WASTE WATER PLANT	123.66
			WASTE WATER PLANT	123.65
		GARNETT HOME CENTER	BLOWER KIT	349.00
		HAMPEL OIL DISTRIBUTORS, INC.	FULE SPLIT - DECEMBER	254.18
			ON ROAD DIESEL - DECEMBER	418.45
			OFF ROAD DIESEL-DECEMBER	39.13
			(41) LOCATES SPLIT	12.30
			SEE FILE BREAKDOWN	252.89
			SEE FILE BREAKDOWN	5.99
		QUILL CORPORATION	DESK CALENDAR 2025 (1)	6.29
		VISA - CARD SERVICES	VISA - MICROSOFT SPLIT	0.74
		VERIZON	CELL PHONE	41.51
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	16.99
			TOTAL:	1,644.78
WATER	WATER	EUROFINS EATON ANALYTICAL, INC	TRISALOMETHANES/HALOACETIC	221.00
			FULE SPLIT - DECEMBER	257.71
			FULE SPLIT - DECEMBER	33.06
			ON ROAD DIESEL - DECEMBER	35.16
			OFF ROAD DIESEL-DECEMBER	39.13
		HAWKINS, INC.	SODIUM PERMANGANATE	4,191.24
			CHEMICALS	22,565.21
		KANSAS ONE-CALL SYSTEM INC. DIST	(41) LOCATES SPLIT	12.30
		MILLER HARDWARE	SEE FILE BREAKDOWN	81.39
		LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y	71.79
		QUILL CORPORATION	DESK CALENDAR 2025 (1)	6.29
		RYAN WALTER DBA	DECEMBER PEST CONTROL	7.50
			DECEMBER PEST CONTROL	15.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	260.81
			VISA-SEE FILE BREAKDOWN	8.49
			VISA-SEE FILE BREAKDOWN	179.98
			VISA - ADOBE SPLIT	10.74
			VISA - MICROSOFT SPLIT	0.74
			TOTAL:	27,997.54
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DOLLAR GENERAL CORPORATION	BATHROOM/KITCHEN	10.28
			BATHROOM/KITCHEN	10.28
		HAMPEL OIL DISTRIBUTORS, INC.	PAVILION FUEL - DECEMBER	897.32
			REIMB MILEAGE	169.38
			REIMB HOTEL/FOOD/HOME DEPT	736.75
			REIMB HOTEL/FOOD/HOME DEPT	222.33
			DESK CALENDAR 2025 (1)	6.29
		RYAN WALTER DBA	DECEMBER PEST CONTOL	5.00
		VISA - CARD SERVICES	VISA-SEE FILE PAVILION	192.36
			VISA-SEE FILE PAVILION	8.69
			VISA-SEE FILE PAVILION	385.55
			VISA-SEE FILE PAVILION	6.00
			VISA - ADOBE SPLIT	21.49
			VISA - MICROSOFT SPLIT	3.71
			CELL PHONE	41.51
			TOTAL:	2,716.94
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	HOUSING	103.60
			HOUSING	89.98
		GARNETT HOME CENTER	MISC BLDG MAINT SUPPLIES	163.88
		JARRED, GILMORE & PHILLIPS, PA	2024 LEASE CRUNCH AUDIT	2,067.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MILLER HARDWARE	MILLER HARDWARE	15.00
		QUILL CORPORATION	GLOVES, PAPER TOWELS,TR BA	74.91
			GLOVES,PAPER TOWELS,TR BAG	21.79
			GLOVES,PAPER TOWELS,TR BAG	43.99
		VISA - CARD SERVICES	VISA-SEE FILE PAVILION	16.67
			VISA-SEE FILE PAVILION	142.05
		WOLKEN PLBG. & ELECTRIC, INC.	WATER HEATER PURCHASE	13,789.25
			WATER HEATER REPAIR	1,652.91
			TOTAL:	18,181.36
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	HOUSING	103.60
			HOUSING	89.98
		GARNETT HOME CENTER	MISC BLDG MAINT SUPPLIES	168.80
		JARRED, GILMORE & PHILLIPS, PA	2024 LEASE CRUNCH AUDIT	2,067.33
		MILLER HARDWARE	MILLER HARDWARE	15.00
		QUILL CORPORATION	GLOVES, PAPER TOWELS,TR BA	140.69
		VISA - CARD SERVICES	VISA-SEE FILE PAVILION	16.67
			VISA-SEE FILE PAVILION	142.05
			TOTAL:	2,744.12
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	HOUSING	103.61
			HOUSING	89.98
		GARNETT HOME CENTER	MISC BLDG MAINT SUPPLIES	226.87
		JARRED, GILMORE & PHILLIPS, PA	2024 LEASE CRUNCH AUDIT	2,067.34
		MILLER HARDWARE	MILLER HARDWARE	14.99
			SEE FILE BREAKDOWN	3.59
		QUILL CORPORATION	GLOVES, PAPER TOWELS,TR BA	140.68
		VISA - CARD SERVICES	VISA-SEE FILE PAVILION	16.66
			VISA-SEE FILE PAVILION	142.07
			TOTAL:	2,805.79
===== FUND TOTALS =====				
036	INDUSTRIAL PARK DEVELOPMN	27,223.86		
101	GENERAL	12,671.44		
102	AIRPORT	1,230.36		
103	DEBT SERVICE	163,134.63		
104	LIBRARY	1,061.59		
105	PUBLIC SAFETY	4,321.64		
106	SPECIAL HIGHWAY	36.99		
109	ELECTRIC	22,315.77		
110	GAS	57,046.84		
111	SANITATION	10,478.60		
112	WASTEWATER	1,644.78		
113	WATER	27,997.54		
114	ECONOMIC DEVELOPMENT	2,716.94		
115	PARKSIDE #1	18,181.36		
116	PARKSIDE #2	2,744.12		
117	PARK PLAZA NORTH	2,805.79		

GRAND TOTAL:		355,612.25		

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AIRGAS USA, LLC	OXYGEN/ACETYLENE PAVILIO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	995.31
	OXYGEN PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	398.70
	OXYGEN 80 CGA 540 PAVILIO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	85.26
	OXYGEN - PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	42.77
			TOTAL:	1,522.04
ANDERSON CO SOLID WASTE	POLICE TIRES	PUBLIC SAFETY	POLICE DEPARTMENT	64.00
	SIDEWLK PROJECT C&D	SPECIAL HIGHWAY	SPECIAL HIGHWAY	36.99
	TONNAGE	SANITATION	SANITATION	8,128.35
			TOTAL:	8,229.34
ANIXTER, INC.	GLOVES DUST 1 QT BOTTLE	ELECTRIC	ELECTRIC DISTRIBUTION	215.95
	METER/ SEAL PDLCK BLUE	ELECTRIC	ELECTRIC DISTRIBUTION	780.00
			TOTAL:	995.95
AT & T	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	452.55
			TOTAL:	452.55
BAUMAN LOGISTICS, LLC	COMMERCIAL TRKING PAVILIO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	2,713.50
			TOTAL:	2,713.50
BRIGHTSPEED COMMUNICATIONS	CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	114.92
	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	642.29
	WASTE WATER PLANT	WASTEWATER	WASTEWATER	123.66
	WASTE WATER PLANT	WASTEWATER	WASTEWATER	123.65
	HOUSING	PARKSIDE #1	PARKSIDE #1	103.60
	HOUSING	PARKSIDE #1	PARKSIDE #1	89.98
	HOUSING	PARKSIDE #2	PARKSIDE #2	103.60
	HOUSING	PARKSIDE #2	PARKSIDE #2	89.98
	HOUSING	PARK PLAZA NORTH	PARK PLAZA NORTH	103.61
	HOUSING	PARK PLAZA NORTH	PARK PLAZA NORTH	89.98
			TOTAL:	1,585.27
BRUMMEL FARM SERVICE	(3) ACET PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	240.00
	OXY (6) ACET (6) PVAILIO	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	780.00
	(1) OXYGEN PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	50.00
	(3) OXYG (1) ACET PAVILI	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	210.00
			TOTAL:	1,280.00
COUNTRYSIDE VET CLINIC, INC.	DOG BOARD/RABIES	GENERAL	COMMUNITY DEVELOPMENT	42.00
	NEUTER FOR ADOPTION CAT	GENERAL	COMMUNITY DEVELOPMENT	30.00
	CAT (5) ADOPTED	GENERAL	COMMUNITY DEVELOPMENT	80.00
			TOTAL:	152.00
DIGITAL CONNECTIONS, INC.	ADMIN COPIES	GENERAL	GOVERNMENT ADMINISTRAT	331.80
	COM DEV COPEIS	GENERAL	COMMUNITY DEVELOPMENT	186.10
	LIBRARY COPIES	LIBRARY	LIBRARY	100.37
	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT	11.87
			TOTAL:	630.14
DOLLAR GENERAL CORPORATION	BATHROOM/KITCHEN	GENERAL	GOVERNMENT ADMINISTRAT	10.29
	BATHROOM/KITCHEN	GENERAL	GOVERNMENT ADMINISTRAT	10.29
	BATHROOM/KITCHEN	GENERAL	COMMUNITY DEVELOPMENT	10.28
	BATHROOM/KITCHEN	GENERAL	COMMUNITY DEVELOPMENT	10.28
	BATHROOM/KITCHEN	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	10.28
	BATHROOM/KITCHEN	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	10.28

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	61.70
EAST CENTRAL KANSAS ACADEMY	REIMB OVERPAYMENT 2024	ELECTRIC	REVENUES	10,492.70
			TOTAL:	10,492.70
EMC INSURANCE COMPANY	ELEC POLE FELL ON CAR	ELECTRIC	ELECTRIC DISTRIBUTION	500.00
			TOTAL:	500.00
EUROFINS EATON ANALYTICAL, INC	TRICHALOMETHANES/HALOACETIC WATER		WATER	221.00
			TOTAL:	221.00
EVERGY	COM DEV #7745674439	GENERAL	COMMUNITY DEVELOPMENT	26.00
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	27.29
	PARKS #5102657023	GENERAL	PARKS, RECREATION & CE	17.70
	parks #9127811310	GENERAL	PARKS, RECREATION & CE	64.45
			TOTAL:	135.44
FIDELIS ENERGY GROUP, LLC	IFERC SSC 2024 11 PURCHAS	GAS	GAS	26,280.00
	JAN 2025 PROCUREMENT	GAS	GAS	1,650.00
			TOTAL:	27,930.00
GARNETT HOME CENTER	BOLTS SCREWS	GENERAL	PARKS, RECREATION & CE	1.95
	2" ENTRANCE CAP	ELECTRIC	ELECTRIC DISTRIBUTION	39.98
	BLOWER KIT	WASTEWATER	WASTEWATER	349.00
	MISC BLDG MAINT SUPPLIES	PARKSIDE #1	PARKSIDE #1	163.88
	MISC BLDG MAINT SUPPLIES	PARKSIDE #2	PARKSIDE #2	168.80
	MISC BLDG MAINT SUPPLIES	PARK PLAZA NORTH	PARK PLAZA NORTH	226.87
			TOTAL:	950.48
GERKEN RENT-ALL, INC	FINAL NORTH LAKE TOILETS	GENERAL	PARKS, RECREATION & CE	220.00
	FINAL RESERVOIR TOILETS	GENERAL	PARKS, RECREATION & CE	627.00
			TOTAL:	847.00
GRIMES, MARVIN	REFUND THC RENTAL CANCELLE	GENERAL	REVENUES	30.00
			TOTAL:	30.00
HAMPEL OIL DISTRIBUTORS, INC.	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	102.23
	HAMPEL OIL DISTRIBUTORS, I	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	175.51
	HAMPEL OIL DISTRIBUTORS, I	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	97.63
	FUEL SPLIT - DECEMBER	GENERAL	GOVERNMENT ADMINISTRAT	106.87
	FUEL SPLIT - DECEMBER	GENERAL	COMMUNITY DEVELOPMENT	60.98
	FULE SPLIT - DECEMBER	GENERAL	PARKS, RECREATION & CE	244.55
	EQUIP FUEL - DIESEL	GENERAL	PARKS, RECREATION & CE	682.89
	EQUIP FUEL - GAS	GENERAL	PARKS, RECREATION & CE	682.89
	VEHICLE FUEL	GENERAL	PARKS, RECREATION & CE	455.25
	FULE SPLIT - DECEMBER	GENERAL	STREET & STORMWATER	267.98
	ON ROAD DIESEL - DECEMBER	GENERAL	STREET & STORMWATER	587.94
	OFF ROAD DIESEL-DECEMBER	GENERAL	STREET & STORMWATER	235.75
	OFF ROAD DIESEL-DECEMBER	AIRPORT	MUNICIPAL AIRPORT	51.60
	AIRPORT FUEL NONAVIATION	AIRPORT	MUNICIPAL AIRPORT	454.84
	FULE SPLIT - DECEMBER	ELECTRIC	ELECTRIC PRODUCTION	242.62
	FULE SPLIT - DECEMBER	ELECTRIC	ELECTRIC DISTRIBUTION	95.48
	ON ROAD DIESEL - DECEMBER	ELECTRIC	ELECTRIC DISTRIBUTION	942.39
	OFF ROAD DIESEL-DECEMBER	ELECTRIC	ELECTRIC DISTRIBUTION	48.56
	FULE SPLIT - DECEMBER	GAS	GAS	193.84
	ON ROAD DIESEL - DECEMBER	GAS	GAS	35.16

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	OFF ROAD DIESEL-DECEMBER	GAS	GAS	39.13
	FULE SPLIT - DECEMBER	SANITATION	SANITATION	57.45
	ON ROAD DIESEL - DECEMBER	SANITATION	SANITATION	1,979.30
	FULE SPLIT - DECEMBER	WASTEWATER	WASTEWATER	254.18
	ON ROAD DIESEL - DECEMBER	WASTEWATER	WASTEWATER	418.45
	OFF ROAD DIESEL-DECEMBER	WASTEWATER	WASTEWATER	39.13
	FULE SPLIT - DECEMBER	WATER	WATER	257.71
	FULE SPLIT - DECEMBER	WATER	WATER	33.06
	ON ROAD DIESEL - DECEMBER	WATER	WATER	35.16
	OFF ROAD DIESEL-DECEMBER	WATER	WATER	39.13
	PAVILION FUEL - DECEMBER	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	897.32
			TOTAL:	9,814.98
HAWKINS, INC.	SODIUM PERMANGANATE	WATER	WATER	4,191.24
	CHEMICALS	WATER	WATER	22,565.21
			TOTAL:	26,756.45
HERITAGE-CRYSTAL CLEAN, LLC	HVY-DUTY ELC DIESEL 50/50	ELECTRIC	ELECTRIC PRODUCTION	1,378.75
			TOTAL:	1,378.75
INDEPENDENT SALT COMPANY	TK 14795 HWY/TREATED BULK	GENERAL	STREET & STORMWATER	2,530.92
			TOTAL:	2,530.92
JARRED, GILMORE & PHILLIPS, PA	2024 LEASE CRUNCH AUDIT	PARKSIDE #1	PARKSIDE #1	2,067.33
	2024 LEASE CRUNCH AUDIT	PARKSIDE #2	PARKSIDE #2	2,067.33
	2024 LEASE CRUNCH AUDIT	PARK PLAZA NORTH	PARK PLAZA NORTH	2,067.34
			TOTAL:	6,202.00
KANSAS STATE TREASURER	KANSAS STATE TREASURER	GENERAL	GOVERNMENT ADMINISTRAT	834.00
			TOTAL:	834.00
KANSASLAND TIRE INC OF HAYS, KANSAS	DURANGO TIRES	PUBLIC SAFETY	POLICE DEPARTMENT	536.00
			TOTAL:	536.00
KLEHAMMER, BRENDA JE'NELLE	DEC 12 @ \$15.00	GENERAL	PARKS, RECREATION & CE	180.00
			TOTAL:	180.00
KLEIN, RHONDA	CHRISTMAS COOKIES/LIBRARY	LIBRARY	LIBRARY	60.00
			TOTAL:	60.00
KMEA (HYDRO)	KMEA (HYDRO)	ELECTRIC	ELECTRIC PRODUCTION	2,533.00
			TOTAL:	2,533.00
KMEA MID-STATES	LABOR - WEST INNER CIRCUIT	ELECTRIC	ELECTRIC DISTRIBUTION	1,207.50
	TIE/BREAKER ISSUE N. SUBST	ELECTRIC	ELECTRIC DISTRIBUTION	1,735.00
			TOTAL:	2,942.50
KANSAS ONE-CALL SYSTEM INC. DIST	(41) LOCATES SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	12.30
	(41) LOCATES SPLIT	GAS	GAS	12.30
	(41) LOCATES SPLIT	WASTEWATER	WASTEWATER	12.30
	(41) LOCATES SPLIT	WATER	WATER	12.30
			TOTAL:	49.20
LANCO DISTRIBUTION, INC	LG ROLL WHITE TOWELS	ELECTRIC	ELECTRIC PRODUCTION	32.00
	LG WHITE TOWELS	GAS	GAS	34.56
			TOTAL:	66.56

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
LINDE GAS & EQUIPMENT INC.	CYLINDER LEASE ACETYLENE Y GENERAL		STREET & STORMWATER	71.80
	CYLINDER LEASE ACETYLENE Y ELECTRIC		ELECTRIC PRODUCTION	71.79
	CYLINDER LEASE ACETYLENE Y ELECTRIC		ELECTRIC DISTRIBUTION	71.80
	CYLINDER LEASE ACETYLENE Y GAS		GAS	71.79
	CYLINDER LEASE ACETYLENE Y SANITATION		SANITATION	71.79
	CYLINDER LEASE ACETYLENE Y WATER		WATER	71.79
			TOTAL:	430.76
MIDWEST CRANE and RIGGING	CRANE/CREWRIGGER 12/17&18	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	4,347.00
			TOTAL:	4,347.00
MILLER HARDWARE	SEE FILE BREAKDOWN -PAVILI	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	649.59
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	627.00
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	70.00
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	4.54
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	12.99
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	12.99
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	38.97
	SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	57.56
	SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	61.96
	SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	4.59
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	59.94
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	120.34
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	32.76
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	35.19
	SEE FILE BREAKDOWN	GAS	GAS	192.45
	SEE FILE BREAKDOWN	GAS	GAS	179.98
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	252.89
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	5.99
	SEE FILE BREAKDOWN	WATER	WATER	81.39
	MILLER HARDWARE	PARKSIDE #1	PARKSIDE #1	15.00
	MILLER HARDWARE	PARKSIDE #2	PARKSIDE #2	15.00
	MILLER HARDWARE	PARK PLAZA NORTH	PARK PLAZA NORTH	14.99
	SEE FILE BREAKDOWN	PARK PLAZA NORTH	PARK PLAZA NORTH	3.59
			TOTAL:	2,549.70
MILLS, JESSICA	REIMB MILEAGE	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	169.38
	REIMB HOTEL/FOOD/HOME DEPT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	736.75
	REIMB HOTEL/FOOD/HOME DEPT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	222.33
			TOTAL:	1,128.46
NORTHERN TOOL AND EQUIPMENT	DR 1-1/4 DEEP/METAL WHEEL	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	66.98
	METAL WHEEL/CLAM SHELL	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	131.15
			TOTAL:	198.13
PITNEY BOWES GLOBAL FIN SERV-LEASE	LEASE 10/2024 - 1/2025	GENERAL	GOVERNMENT ADMINISTRAT	189.24
			TOTAL:	189.24
QUILL CORPORATION	DESK CALENDAR 2025 (3)	GENERAL	GOVERNMENT ADMINISTRAT	18.87
	DESK CALENDAR 2025 (2)	GENERAL	GOVERNMENT ADMINISTRAT	12.58
	DESK CALENDAR 2025 (2)	GENERAL	COMMUNITY DEVELOPMENT	12.58
	DESK CALENDAR 2025 (4)	GENERAL	PARKS, RECREATION & CE	25.16
	DESK CALENDAR 2025 (1)	AIRPORT	MUNICIPAL AIRPORT	6.29
	DESK CALENDAR 2025 (1)	PUBLIC SAFETY	FIRE DEPARTMENT	6.29
	DESK CALENDAR 2025 (4)	PUBLIC SAFETY	POLICE DEPARTMENT	25.16
	DESK CALENDAR 2025 (1)	ELECTRIC	ELECTRIC PRODUCTION	6.29

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	DESK CALENDAR 2025 (1)	WASTEWATER	WASTEWATER	6.29
	DESK CALENDAR 2025 (1)	WATER	WATER	6.29
	DESK CALENDAR 2025 (1)	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	6.29
	GLOVES, PAPER TOWELS,TR BA	PARKSIDE #1	PARKSIDE #1	74.91
	GLOVES,PAPER TOWELS,TR BAG	PARKSIDE #1	PARKSIDE #1	21.79
	GLOVES,PAPER TOWELS,TR BAG	PARKSIDE #1	PARKSIDE #1	43.99
	GLOVES, PAPER TOWELS,TR BA	PARKSIDE #2	PARKSIDE #2	140.69
	GLOVES, PAPER TOWELS,TR BA	PARK PLAZA NORTH	PARK PLAZA NORTH	140.68
			TOTAL:	554.15
RICHMOND BODY WORKS LLC	RICHMOND BODY WORKS LLC	PUBLIC SAFETY	POLICE DEPARTMENT	406.25
			TOTAL:	406.25
RYAN WALTER DBA	DECEMBER PEST CONTOL	GENERAL	GOVERNMENT ADMINISTRAT	5.00
	DECEMBER PEST CONTOL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	DECEMBER PEST CONTOL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	DECEMBER PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	DECEMBER PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	DECEMBER PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	DECEMBER PEST CONTOL	GENERAL	STREET & STORMWATER	15.00
	DECEMBER PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	30.00
	DECEMBER PEST CONTROL	LIBRARY	LIBRARY	30.00
	DECEMBER PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	DECEMBER PEST CONTOL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	DECEMBER PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	DECEMBER PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	DECEMBER PEST CONTROL	GAS	GAS	7.50
	DECEMBER PEST CONTROL	SANITATION	SANITATION	7.50
	DECEMBER PEST CONTROL	WATER	WATER	7.50
	DECEMBER PEST CONTROL	WATER	WATER	15.00
	DECEMBER PEST CONTOL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	5.00
			TOTAL:	300.00
SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	GAS	GAS	28,338.63
			TOTAL:	28,338.63
STATE TREASURER	GAS UTILITY LOAN	DEBT SERVICE	DEBT SERVICES	163,134.63
			TOTAL:	163,134.63
TRUSTPOINT INSURANCE	ENDORSEMT #807	GENERAL	GOVERNMENT ADMINISTRAT	1,295.00
			TOTAL:	1,295.00
UCI TESTING	DARIN SCHMOE	GENERAL	COMMUNITY DEVELOPMENT	170.00
	BRIAN DAVIS	GENERAL	PARKS, RECREATION & CE	30.00
			TOTAL:	200.00
UNITED RENTALS	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	3,604.26
	PVAILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	3,496.00
	PVAILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	4,107.00
	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	150.00
	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	479.69
	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	846.42
	PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	546.40
			TOTAL:	13,229.77
VALIDITY SCREENING SOLUTIONS	EMPL SCREENING - R SMITH	ELECTRIC	ELECTRIC PRODUCTION	75.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	75.70
VERIZON	CELL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	68.85
	CELL PHONE	GENERAL	COMMUNITY DEVELOPMENT	88.02
	CELL PHONE	AIRPORT	MUNICIPAL AIRPORT	41.51
	CELL PHONE	PUBLIC SAFETY	POLICE DEPARTMENT	320.12
	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:	990.11
VISA - CARD SERVICES	VISA-SEE FILE PAVILION	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	2,908.46
	VISA - SEE FILE BREAKDOWN	GENERAL	REVENUES	283.00
	VISA - SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	62.51
	VISA - SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	91.45
	VISA - SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	60.79
	VISA - ADOBE SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	21.59
	VISA - MICROSOFT SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	29.70
	VISA - SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	89.10
	VISA - SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	26.06
	VISA - SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	136.98
	VISA - ADOBE SPLIT	GENERAL	COMMUNITY DEVELOPMENT	21.49
	VISA - MICROSOFT SPLIT	GENERAL	COMMUNITY DEVELOPMENT	11.14
	VISA - MICROSOFT SPLIT	GENERAL	PARKS, RECREATION & CE	3.71
	VISA - SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	34.73
	VISA - MICROSOFT SPLIT	GENERAL	STREET & STORMWATER	0.75
	VISA - SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	212.25
	VISA - SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	13.58
	VISA-SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	362.73
	VISA-SEE FILE BREAKDOWN	LIBRARY	LIBRARY	121.22
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	15.95
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	149.95
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	529.00
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	275.52
	VISA - MICROSOFT SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	3.71
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	32.00
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	100.00
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	43.42
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	320.79
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	820.40
	VISA - MICROSOFT SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	18.56
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	9.89
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	32.75
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	19.16
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	159.98
	VISA - ADOBE SPLIT	GAS	GAS	10.75
	VISA - MICROSOFT SPLIT	GAS	GAS	0.75
	VISA - MICROSOFT SPLIT	SANITATION	SANITATION	0.74
	VISA - MICROSOFT SPLIT	WASTEWATER	WASTEWATER	0.74
	VISA-SEE FILE BREAKDOWN	WATER	WATER	260.81
	VISA-SEE FILE BREAKDOWN	WATER	WATER	8.49
	VISA-SEE FILE BREAKDOWN	WATER	WATER	179.98
	VISA - ADOBE SPLIT	WATER	WATER	10.74
	VISA - MICROSOFT SPLIT	WATER	WATER	0.74
	VISA-SEE FILE PAVILION	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	192.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	VISA-SEE FILE PAVILION	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	8.69
	VISA-SEE FILE PAVILION	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	385.55
	VISA-SEE FILE PAVILION	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	6.00
	VISA - ADOBE SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	21.49
	VISA - MICROSOFT SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	3.71
	VISA-SEE FILE PAVILION	PARKSIDE #1	PARKSIDE #1	16.67
	VISA-SEE FILE PAVILION	PARKSIDE #1	PARKSIDE #1	142.05
	VISA-SEE FILE PAVILION	PARKSIDE #2	PARKSIDE #2	16.67
	VISA-SEE FILE PAVILION	PARKSIDE #2	PARKSIDE #2	142.05
	VISA-SEE FILE PAVILION	PARK PLAZA NORTH	PARK PLAZA NORTH	16.66
	VISA-SEE FILE PAVILION	PARK PLAZA NORTH	PARK PLAZA NORTH	142.07
			TOTAL:	8,590.03
WEX BANK	WEX FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	145.72
			TOTAL:	145.72
WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	22.30
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	25.68
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	154.51
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	6.99
	SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	43.30
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	200.10
	SEE FILE BREAKDOWN	SANITATION	SANITATION	233.47
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	16.99
			TOTAL:	703.34
WOLKEN PLBG. & ELECTRIC, INC.	WATER HEATER PURCHASE	PARKSIDE #1	PARKSIDE #1	13,789.25
	WATER HEATER REPAIR	PARKSIDE #1	PARKSIDE #1	1,652.91
			TOTAL:	15,442.16
WRIGHT'S CONSTRUCTION	LIBRARY GLASS POD ASSEMBLE	LIBRARY	LIBRARY	750.00
			TOTAL:	750.00

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

036	INDUSTRIAL PARK DEVELOPMN	27,223.86
101	GENERAL	12,671.44
102	AIRPORT	1,230.36
103	DEBT SERVICE	163,134.63
104	LIBRARY	1,061.59
105	PUBLIC SAFETY	4,321.64
106	SPECIAL HIGHWAY	36.99
109	ELECTRIC	22,315.77
110	GAS	57,046.84
111	SANITATION	10,478.60
112	WASTEWATER	1,644.78
113	WATER	27,997.54
114	ECONOMIC DEVELOPMENT	2,716.94
115	PARKSIDE #1	18,181.36
116	PARKSIDE #2	2,744.12
117	PARK PLAZA NORTH	2,805.79

 GRAND TOTAL: 355,612.25

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
IND PARK DEVELOPMENT	INDUSTRIAL PARK DE	DILLEY, DONNIE MILLER, JESSICA	INCENTIVE BONUS - PAVILION INCENTIVE BONUS - PAVILION TOTAL:	1,000.00 1,000.00 2,000.00
GOVERNMENT ADMINISTRAT	GENERAL	APPTEGY, INC CITY ATTN. ASSOC. OF KANSAS GARNETT AREA CHAMBER OF COMMERCE GARNETT POST OFFICE PITNEY BOWES PURCHASE POWER	SERVICE/SUBSCRIPTION SERVICE/SUBSCRIPTION CITY ATTN. ASSOC. OF KS-SO CHAMBER OPERATIONA/EXPENSE JANUARY BILLING JAN 2025 SPLIT TOTAL:	5,330.00 784.29 35.00 7,800.00 800.00 275.00 15,024.29
COMMUNITY DEVELOPMENT	GENERAL	APPTEGY, INC GARNETT AREA CHAMBER OF COMMERCE PITNEY BOWES PURCHASE POWER	SERVICE/SUBSCRIPTION CHAMBER OPERATIONA/EXPENSE JAN 2025 SPLIT TOTAL:	294.11 7,800.00 275.00 8,369.11
PARKS, RECREATION & CE	GENERAL	APPTEGY, INC GARNETT COUNTRY CLUB	SERVICE/SUBSCRIPTION 2025 MAINTENANCE AGREEMENT TOTAL:	490.18 15,000.00 15,490.18
STREET & STORMWATER	GENERAL	APPTEGY, INC	SERVICE/SUBSCRIPTION SERVICE/SUBSCRIPTION TOTAL:	19.61 294.11 313.72
MUNICIPAL AIRPORT	AIRPORT	SCHETTLER, PAT	JANUARY 2025 WAGES TOTAL:	5,350.00 5,350.00
LIBRARY	LIBRARY	APPTEGY, INC	SERVICE/SUBSCRIPTION TOTAL:	588.21 588.21
FIRE DEPARTMENT	PUBLIC SAFETY	APPTEGY, INC	SERVICE/SUBSCRIPTION TOTAL:	98.04 98.04
POLICE DEPARTMENT	PUBLIC SAFETY	APPTEGY, INC AXON ENTERPRISE, INC. CODE 5 GROUP, LLC PITNEY BOWES PURCHASE POWER	SERVICE/SUBSCRIPTION BODY LICENSE DEVICE CONNEC ANNUAL TRACKING SERVICE JAN 2025 SPLIT TOTAL:	784.29 409.40 600.00 50.00 1,843.69
ELECTRIC PRODUCTION	ELECTRIC	APPTEGY, INC	SERVICE/SUBSCRIPTION TOTAL:	196.07 196.07
ELECTRIC DISTRIBUTION	ELECTRIC	APPTEGY, INC KANSAS MUNICIPAL UTILITIES, INC	SERVICE/SUBSCRIPTION 2025 KMY ELEC MEMBERSHIP LINEWK APPRENT - CONNOR BA TOTAL:	294.11 8,181.00 300.00 8,775.11
GAS	GAS	APPTEGY, INC DC & B SUPPLY INC ENCORE ENERGY SERVICES, INC KANSAS MUNICIPAL UTILITIES, INC	SERVICE/SUBSCRIPTION SERVICE/SUBSCRIPTION ELBOW(16) NIPPLE(36) UNION SWAP STATMENT DECEMBER 202 GAS OQ2025-ROGERS/ARNETT/D TOTAL:	98.04 19.62 453.16 1,100.00 750.00 2,420.82
SANITATION	SANITATION	APPTEGY, INC	SERVICE/SUBSCRIPTION	19.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SERVICE/SUBSCRIPTION	392.14
		FILTER CARE OF MISSOURI	NAPA-6433 98 FORD	22.55
			TOTAL:	434.30
WASTEWATER	WASTEWATER	APPTEGY, INC	SERVICE/SUBSCRIPTION	19.61
			SERVICE/SUBSCRIPTION	196.07
		USA BLUEBOOK- HD SUPPLY	OXYGN/BUFFER/REPL CAP	321.57
			TOTAL:	537.25
WATER	WATER	APPTEGY, INC	SERVICE/SUBSCRIPTION	98.03
			SERVICE/SUBSCRIPTION	19.61
			SERVICE/SUBSCRIPTION	392.11
			TOTAL:	509.75
PARKSIDE #1	PARKSIDE #1	APPTEGY, INC	SERVICE/SUBSCRIPTION	130.72
		MEI TOTAL ELEVATOR SOLUTIONS	JANUARY MONTHLY SERVICE	311.15
		KEYMAN LOCKSMITH SERVICE	EXITDEVICE REPAIR/DEADBOLT	210.00
			TOTAL:	651.87
PARKSIDE #2	PARKSIDE #2	APPTEGY, INC	SERVICE/SUBSCRIPTION	130.71
		MEI TOTAL ELEVATOR SOLUTIONS	JANUARY MONTHLY SERVICE	311.14
			TOTAL:	441.85
PARK PLAZA NORTH	PARK PLAZA NORTH	APPTEGY, INC	SERVICE/SUBSCRIPTION	130.71
		AL'S DOOR COMPANY, LLC	VERTICAL RAIL REPAIR	125.00
		KEYMAN LOCKSMITH SERVICE	EXITDEVICE REPAIR/DEADBOLT	210.00
			TOTAL:	465.71

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

036	INDUSTRIAL PARK DEVELOPMN	2,000.00
101	GENERAL	39,197.30
102	AIRPORT	5,350.00
104	LIBRARY	588.21
105	PUBLIC SAFETY	1,941.73
109	ELECTRIC	8,971.18
110	GAS	2,420.82
111	SANITATION	434.30
112	WASTEWATER	537.25
113	WATER	509.75
115	PARKSIDE #1	651.87
116	PARKSIDE #2	441.85
117	PARK PLAZA NORTH	465.71

GRAND TOTAL: 63,509.97

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
AL'S DOOR COMPANY, LLC	VERTICAL RAIL REPAIR	PARK PLAZA NORTH	PARK PLAZA NORTH	125.00_
			TOTAL:	125.00_
APPTGEY, INC	SERVICE/SUBSCRIPTION	GENERAL	GOVERNMENT ADMINISTRAT	5,330.00
	SERVICE/SUBSCRIPTION	GENERAL	GOVERNMENT ADMINISTRAT	784.29
	SERVICE/SUBSCRIPTION	GENERAL	COMMUNITY DEVELOPMENT	294.11
	SERVICE/SUBSCRIPTION	GENERAL	PARKS, RECREATION & CE	490.18
	SERVICE/SUBSCRIPTION	GENERAL	STREET & STORMWATER	19.61
	SERVICE/SUBSCRIPTION	GENERAL	STREET & STORMWATER	294.11
	SERVICE/SUBSCRIPTION	LIBRARY	LIBRARY	588.21
	SERVICE/SUBSCRIPTION	PUBLIC SAFETY	FIRE DEPARTMENT	98.04
	SERVICE/SUBSCRIPTION	PUBLIC SAFETY	POLICE DEPARTMENT	784.29
	SERVICE/SUBSCRIPTION	ELECTRIC	ELECTRIC PRODUCTION	196.07
	SERVICE/SUBSCRIPTION	ELECTRIC	ELECTRIC DISTRIBUTION	294.11
	SERVICE/SUBSCRIPTION	GAS	GAS	98.04
	SERVICE/SUBSCRIPTION	GAS	GAS	19.62
	SERVICE/SUBSCRIPTION	SANITATION	SANITATION	19.61
	SERVICE/SUBSCRIPTION	SANITATION	SANITATION	392.14
	SERVICE/SUBSCRIPTION	WASTEWATER	WASTEWATER	19.61
	SERVICE/SUBSCRIPTION	WASTEWATER	WASTEWATER	196.07
	SERVICE/SUBSCRIPTION	WATER	WATER	98.03
	SERVICE/SUBSCRIPTION	WATER	WATER	19.61
	SERVICE/SUBSCRIPTION	WATER	WATER	392.11
	SERVICE/SUBSCRIPTION	PARKSIDE #1	PARKSIDE #1	130.72
	SERVICE/SUBSCRIPTION	PARKSIDE #2	PARKSIDE #2	130.71
	SERVICE/SUBSCRIPTION	PARK PLAZA NORTH	PARK PLAZA NORTH	130.71_
			TOTAL:	10,820.00_
AXON ENTERPRISE, INC.	BODY LICENSE DEVICE CONNEC	PUBLIC SAFETY	POLICE DEPARTMENT	409.40_
			TOTAL:	409.40_
CITY ATTN. ASSOC. OF KANSAS	CITY ATTN. ASSOC. OF KS-SO	GENERAL	GOVERNMENT ADMINISTRAT	35.00_
			TOTAL:	35.00_
CODE 5 GROUP, LLC	ANNUAL TRACKING SERVICE	PUBLIC SAFETY	POLICE DEPARTMENT	600.00_
			TOTAL:	600.00_
DC & B SUPPLY INC	ELBOW(16) NIPPLE(36) UNION	GAS	GAS	453.16_
			TOTAL:	453.16_
DILLEY, DONNIE	INCENTIVE BONUS - PAVILION INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	IND PARK DEVELOPMENT	1,000.00_
			TOTAL:	1,000.00_
ENCORE ENERGY SERVICES, INC	SWAP STATMENT DECEMBER 202	GAS	GAS	1,100.00_
			TOTAL:	1,100.00_
FILTER CARE OF MISSOURI	NAPA-6433 98 FORD	SANITATION	SANITATION	22.55_
			TOTAL:	22.55_
GARNETT AREA CHAMBER OF COMMERCE	CHAMBER OPERATIONA/EXPENSE	GENERAL	GOVERNMENT ADMINISTRAT	7,800.00
	CHAMBER OPERATIONA/EXPENSE	GENERAL	COMMUNITY DEVELOPMENT	7,800.00_
			TOTAL:	15,600.00
GARNETT COUNTRY CLUB	2025 MAINTENANCE AGREEMENT	GENERAL	PARKS, RECREATION & CE	15,000.00_
			TOTAL:	15,000.00_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GARNETT POST OFFICE	JANUARY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	800.00_
			TOTAL:	800.00
KANSAS MUNICIPAL UTILITIES, INC	2025 KMY ELEC MEMBERSHIP	ELECTRIC	ELECTRIC DISTRIBUTION	8,181.00
	LINEWK APPRENT - CONNOR BA	ELECTRIC	ELECTRIC DISTRIBUTION	300.00
	GAS OQ2025-ROGERS/ARNETT/D	GAS	GAS	750.00_
			TOTAL:	9,231.00
KEYMAN LOCKSMITH SERVICE	EXITDEVICE REPAIR/DEADBOLT	PARKSIDE #1	PARKSIDE #1	210.00
	EXITDEVICE REPAIR/DEADBOLT	PARK PLAZA NORTH	PARK PLAZA NORTH	210.00_
			TOTAL:	420.00
MEI TOTAL ELEVATOR SOLUTIONS	JANUARY MONTHLY SERVICE	PARKSIDE #1	PARKSIDE #1	311.15
	JANUARY MONTHLY SERVICE	PARKSIDE #2	PARKSIDE #2	311.14_
			TOTAL:	622.29
MILLER, JESSICA	INCENTIVE BONUS - PAVILION INDUSTRIAL PARK DE	IND PARK DEVELOPMENT		1,000.00_
			TOTAL:	1,000.00
PITNEY BOWES PURCHASE POWER	JAN 2025 SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	275.00
	JAN 2025 SPLIT	GENERAL	COMMUNITY DEVELOPMENT	275.00
	JAN 2025 SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	50.00_
			TOTAL:	600.00
SCHETTTLER, PAT	JANUARY 2025 WAGES	AIRPORT	MUNICIPAL AIRPORT	5,350.00_
			TOTAL:	5,350.00
USA BLUEBOOK- HD SUPPLY	OXYGN/BUFFER/REPL CAP	WASTEWATER	WASTEWATER	321.57_
			TOTAL:	321.57

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

036	INDUSTRIAL PARK DEVELOPMN	2,000.00
101	GENERAL	39,197.30
102	AIRPORT	5,350.00
104	LIBRARY	588.21
105	PUBLIC SAFETY	1,941.73
109	ELECTRIC	8,971.18
110	GAS	2,420.82
111	SANITATION	434.30
112	WASTEWATER	537.25
113	WATER	509.75
115	PARKSIDE #1	651.87
116	PARKSIDE #2	441.85
117	PARK PLAZA NORTH	465.71

GRAND TOTAL: 63,509.97

TOTAL PAGES: 2

BILLS: \$355,612.25 (EOY 2024)
BILLS: \$ 63,509.97 (1ST BATCH 2025)
PAYROLL: \$134,369.76
DRAFT: (\$163,134.63) GAS UTILITY LOAN
DRAFT: (\$ 2,533.00) KMEA HYDRO
TOTAL: \$387,824.35