Small, Serene, Simply Garnett.

City Commission Meeting **AGENDA** February 11, 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, Josh Ford, Grace and Truth Baptist

II. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

III. **Governing Body Comments**
   A. Commissioner Cole
   B. Commissioner Wiehl
   C. Mayor Locke

IV. **Consent Agenda**
   A. Approval of Minutes from January 28, 2025 Regular City Commission Meeting
   B. Approval of Semi-Monthly Bills and Payroll in the amount of $351,391.11
   C. Consideration of the 2025 Garnett BPW Event Agreement.
   D. Consideration of the Special Event Request for the 2025 Garnett BPW Square Fair.
   E. Consideration of the 2025 Garnett Farmer's Market Event Agreement.
   F. Consideration of the TGT Application from the Anderson County Flywheelers.
   G. Consideration of the TGT Application from the Chamber Players Community Theatre.
   H. Consideration of the TGT Application from the Garnett BPW.
   I. Consideration of the TGT Application from the Garnett BPW.

V. **Regular Business**
   A. Presentation of the Gigabit City Award by Kenzie Prewitt, KwiKom Communications.
   B. Garnett Community Foundation/City of Garnett Relationship Discussion.
   C. Consideration of the appointment of Michelle Ware to the Parks & Recreation Advisory Board.
   D. Consideration of GRDA Resolution
   E. Consideration of GRDA Purchase Power Agreement Extension.

VI. **Staff Updates**

VII. **Discussion Items**

VIII. **Informational Items**
   A. The Anderson County Youth Entrepreneurship Challenge, hosted by the Anderson County E-Community, will be held on February 25.
   B. The Garnett BPW Women's Fair, hosted by the Garnett BPW, will be held at the Garnett Recreation Center on March 8.
   C. "A Nice Family Gathering", hosted by The Chamber Players Community Theatre, will be held at the Thelma Moore Playhouse on March 21-23 and March 27-30.
   D. Spring City Wide Garage Sales, hosted by Garnett Publishing Inc, will be held on April 5.
   E. The Egg Drop Easter Egg Hunt, hosted by the Garnett Church of the Nazarene, will be held at the Garnett Industrial Airport on April 12 from 10:00 a.m. to 2:00 p.m.
   F. The Vintage Clothing Display, hosted by the Anderson County Historical Society, will be held at the Harris House on April 26.

IX. **Citizens to be Heard (Five-Minute Time Limit Per Person)**

X. **Signing of Approved City Documents**

XI. **Adjournment**

The Governing Body of the City of Garnett met in regular session on January 28, 2025, at 6:00 p.m. with the following individuals present, Mayor, Mark Locke, City Commissioner, Nate Wiehl and Jody Cole, City Manager Travis Wilson, City Clerk, Trish Brewer, City Attorney Terry Solander entered at 6:13pm.

CALL TO ORDER
Mayor Locke called the meeting to order at 6:00 p.m.

The Pledge of Allegiance was recited.
Invocation, David Shrum, First United Methodist Church

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)
Community Foundation Director Bonnie Deiter presented concerns of the roles of the Community Foundation and the City of Garnett. Requesting to be placed on the February agenda for discussion and clarification.

GOVERNING BODY COMMENTS

A. **Commissioner Cole**
Stated she appreciates the staff reports received weekly for insight on the daily activities of the City. Expressed her deepest thanks to Officer Clay Perina and ANCO Sheriff's Deputy Austin Jones in the rescuing of an elderly resident during a fire at their home.

B. **Commissioner Wiehl**
Thanked the local educators for a semester well done and moving into the next semester for the school year.

C. **Mayor Locke**
Followed with continuing statement of Commissioner Cole

CONSENT AGENDA

A. Approval of minutes from January 14, 2025, Regular City Commission Meeting.
B. Approval of Semi-Monthly Bills and Payroll in the amount of $287,580.05.
C. Consideration of the 2025 Anderson County Corn Festival Event Agreement
D. Consideration of the 2025 Anderson County Flywheelers Event Agreement
E. Consideration of the 2025 Southland Cruisers Car Event Agreement
F. Consideration of the 2025 KC Karting Association Day Event Agreement
G. Consideration of the 2025 KC Karting Association Night Event Agreement
H. Consideration of the 2025 Lake Garnett Enduro Kart Club Event Agreement
I. Consideration of the 2025 Garnett Church of the Nazarene Event Agreement
J. Consideration of the 2025 Masonfelt Comedy Event Agreement

Commissioner Wiehl motioned approval of the Consent Agenda as presented. Seconded by Commissioner Cole.
Motion passed (30 AYE (0) NAY

REGULAR BUSINESS
Added to agenda: SEK Multi-County, Cassie Morrison Anderson County Public Health Nurse
Presented to Commissioner and viewers available services through SEK Multi-County. Flyers can be located at City Hall.

A. **Jordon Smith, Executive Vice President of Operations and Co-Owner of INAalert Inc introduction.**
Presented INAalert security camera system with demonstration video.

B. **Presentation of Pilot Study by McClure Engineering**
After much discussion the Commission requested to not do the Pilot Study and look and the structure of the building. If the structure is good, then get information on upgrading instead of building a new building.

STAFF UPDATES
Jessica Mills, Economic Development/Granter Writer gave updates on the Pavilion Project hoping to have a full presentation for the February Commission Meeting, YEC will be held February 25, 2025, Sidewalk Project

Community Collaboration within Anderson Count.

DISCUSSION ITEMS

A. **GENCO Expansion:** City Manager Wilson presented information regarding the electric upgrade that will be needed for Genco to expand.
B. **1st Amendment Webinar – February 11th from 11:00am to 12:00 pm**
Mark Locke, Jody Cole, Travis Wilson, and Trish Brewer will attend.

INFORMATIONAL ITEMS

A. 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.
B. The Anderson County Youth Entrepreneurship Challenge, hosted by the Anderson County E-Community, will be held on February 25th.
C. The Garnett BPW Women's Fair, hosted by the Garnett BPW, will be held at the Garnett Recreation Center on March 8th.
D. "A Nice Family Gathering," hosted by The Chamber Players Community Theatre, will be held at the Thelma Moore Playhouse on March 21st – 23rd and March 27th – 30th.
E. Spring City Wide Garage Sales, hosted by Garnett Publishing Inc, will be held on April 5th.
F. The Egg Drop Easter Egg hunt, hosted by the Garnett Church of the Nazarene, will be held at the Garnett Industrial Airport on April 12th rom 10:00am to 2:00pm
G. The Vintage Clothing Display, hosted by the Anderson County Historical Society, will be held at the Harris House on April 26th.

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)
None

SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.

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

Meeting adjourned at 7:42 p.m.

____
Mayor

____
City Clerk

AGREEMENT

THIS AGREEMENT, Made and entered into by and between the CITY OF GARNETT, KANSAS, a Municipal Corporation, by the Mayor, and attested by the City Clerk (hereinafter "City"), and the Garnett Farmers' Market (hereinafter referred to as "Sponsor").

WITNESSETH: WHEREAS, Garnett Farmers' Market will sponsor the community farmers' market season from May 1 to October 2, 2025 on Main Street.

NOW, THEREFORE, the City does hereby grant to the Sponsor the right to conduct said event and to close Main Street between 4th and 5th along the Prairie Spirit Rail Trail State Park from 3:30 p.m. to 7:30 p.m. each Thursday during said event season upon the following terms and conditions:

1. That the Sponsor shall assume all liability in connection with said event and will indemnify the City in all particulars against any liability, both as to injury or property damage; and

2. The Sponsor agrees to assume any and all responsibility to generally clean up the litter that may accumulate on the grounds; and

3. The Sponsor further agrees to restore the area to its original condition following said event; and

4. The Sponsor further agrees to have active liability insurance coverage in the amount of at least a minimum of $500,000/$1,000,000 naming the City as additional insured.

5. The Sponsor agrees to complete and submit a Special Events Request at least twenty-on (21) working days prior to the event if applicable.

This Agreement shall be binding upon and shall extend to the successors and assigns of the parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this _______ day of ___________________, 2025.

THE CITY OF GARNETT, KANSAS

BY: ________________________________

Mark Locke, Mayor

THE CITY OF GARNETT KANSAS 1861 Small, Serene, Simply Garnett.

ATTEST:

____
Patricia Brewer, City Clerk

GARNETT FARMERS' MARKET

BY: ______________________________
Market Manager

ATTEST:

____
Co-Market Manager

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 singed 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 <u>Cost Responsibility for GRDA Power Supply Project No. 2 Costs</u>. 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 Exhibt 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

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 if 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:

Donna M. Jones

By: Donna M. Jones

Title: Secretary

GRAND RIVER DAM AUTHORITY

By: Kevin Easley MK

Title: CEO

Date: 7-14-05

ATTEST:

By: James G Bradley

Title: Vice President

KANSAS MUNICIPAL ENERGY AGENCY

By: [illegible]

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

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

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

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.

$$PCA = \frac{EFPC + PC - RPC}{EFkWhS} - \text{Base Power Cost}$$

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

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
Baldwin City, KS
Burlington, KS
Elinwood, 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
Sterling, KS
Wamego, KS
Wellington, KS
Winfield, 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:

Donna M. Jones

By: Donna M. Jones

Title: Secretary

GRAND RIVER DAM AUTHORITY

By: K. Easley

Kevin Easley

Title: Chief Executive Officer

Date: 11-10-09

ATTEST:

Diann Burress

By: DIANN BURRESS

Title: Director, Member Services

KANSAS MUNICIPAL ENERGY AGENCY

By: Jan Wade

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 J. Poehling
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.

<u>Effective June 1, 2010</u>

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

~~Lacrosse, 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	MILLER HARDWARE	SEE FILE BREAKDOWN -PAVILI	1,380.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	212.82
			TOTAL:	1,592.82
GOVERNMENT ADMINISTRAT	GENERAL	ADVANTAGE COMPUTER ENTERPRISES INC	8 TOWER SPLIT	5,994.00
		ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING DEC	140.00
		BRIGHTSPEED COMMUNICATIONS	#313191149 CITY HALL	115.10
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	196.73
		DIGITAL CONNECTIONS, INC.	COPIES ADMIN/COM DEV	178.48
		GARNETT POST OFFICE	FEBRUARY UTILITY BILLING	800.00
		GARNETT PUBLISHING, INC.	TREASURER REPORT	187.30
		CLOUDPERMIT INC	2025 BLDG MODULE/CODE/BUSI	9,000.00
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	28.22
		NAVRAT'S	CALCULATOR PAPER	82.00
		RYAN WALTER DBA	JANUARY PEST CONTROL	5.00
		SEKRPC	SEKRPC DUES 2025	50.00
		VISA - CARD SERVICES	VISA-ADOBE	21.49
			VISA-MICRSOFT	34.87
			VISA-SEE FILE BREAKDOWN	333.15
			VISA-SEE FILE BREAKDOWN	119.12
			VISA-SEE FILE BREAKDOWN	85.99
			VISA-SEE FILE BREAKDOWN	24.98
			VISA-SEE FILE BREAKDOWN	270.30
		VERIZON	CELL PHONE	68.85
			TOTAL:	17,735.58
COMMUNITY DEVELOPMENT	GENERAL	ADVANTAGE COMPUTER ENTERPRISES INC	8 TOWER SPLIT	999.00
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	73.77
		DIGITAL CONNECTIONS, INC.	COPIES ADMIN/COM DEV	27.02
		FRONT ROW SPORTS	HOODED SWEATSHIRTS (42)	945.54
		EVERGY	#7745674439 COM DEV	26.00
		RYAN WALTER DBA	JANUARY PEST CONTROL	5.00
			JANUARY PEST CONTROL	15.00
		SPORTS KS	2025 MEMBERSHIP DUES	250.00
		VISA - CARD SERVICES	VISA-ADOBE	21.59
			VISA-MICRSOFT	13.08
			VISA-SEE FILE BREAKDOWN	28.19
			VISA-SEE FILE BREAKDOWN	45.28
			VISA-SEE FILE BREAKDOWN	204.92
			VISA-SEE FILE BREAKDOWN	42.73
		VERIZON	CELL PHONE	88.29
			TOTAL:	2,785.41
PARKS, RECREATION & CE	GENERAL	BSN SPORTS, LLC	MANUAL HAND CRANK	205.55
		CINTAS CORPORATION # 430	TRAUMA BAG, LARGE FULL	120.76
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	122.95
		DAVIS, BRIAN	KRPA CONFERENCE 2025	345.84
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	56.44
		YOUNG AUTO GLASS LLC	2013 FORD/WINDSHIELD	355.00
			2017 RAM/AUTO GLASS	50.00
		EVERGY	#5102657023 PARKS	17.70
			#9127811310 PARKS	61.88
			#0638664876 CAMPSITE	27.12
		MILLER HARDWARE	SEE FILE BREAKDOWN	19.99
			SEE FILE BREAKDOWN	15.48
			SEE FILE BREAKDOWN	83.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SEE FILE BREAKDOWN	359.94
			SEE FILE BREAKDOWN	58.87
			SEE FILE BREAKDOWN	17.09
		RYAN WALTER DBA	JANUARY PEST CONTROL	30.00
			JANUARY PEST CONTROL	30.00
			JANUARY PEST CONTROL	30.00
		SEELY PLUMBING	PORTA POT (8) / FUEL SURCH	1,227.00
		SPORTS KS	2025 MEMBERSHIP DUES	250.00
		VISA - CARD SERVICES	VISA-MICRSOFT	4.36
			VISA-SEE FILE BREAKDOWN	485.80
			VISA-SEE FILE BREAKDOWN	18.89
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	4.99
		KLEHAMMER, BRENDA JE'NELLE	JAN 13@$15.00	195.00
			TOTAL:	4,194.63
STREET & STORMWATER	GENERAL	BRUMMEL FARM SERVICE	ICE MELT	285.00
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	4.92
			2025 ANNUAL FEE CODES	98.36
		WINTER EQUIPMENT CO. INC	RAZOR SYSTEM	1,488.00
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	28.21
		INLAND TRUCK PARTS COMPANY	CHEVY UJOINT	1,352.59
		IOLA AUTO PARTS, LLC.	WIRE FLUE BRUSH	14.30
		KANSAS MUNICIPAL UTILITIES,INC	CDL/ELDT JERRY WEST	800.00
		MILLER HARDWARE	SEE FILE BREAKDOWN	14.97
			SEE FILE BREAKDOWN	414.98
		PRAIRIELAND PARTNERS, LLC	WASHER	2.40
		RYAN WALTER DBA	JANUARY PEST CONTROL	15.00
		SALAZAR, ROY	REIMB BUMPER REPLACMENT	305.88
			DREMMT LAWN LEVELING RAKE	44.31
			REIMB LUMEN WORK LIGHT TRI	41.15
			REIMB EVAP COOLER	66.79
		VALIDITY SCREENING SOLUTIONS	JERRY WEST SCREENING	75.70
		VISA - CARD SERVICES	VISA-MICRSOFT	0.87
			VISA-SEE FILE BREAKDOWN	9.85
			VISA-SEE FILE BREAKDOWN	60.37
			VISA-SEE FILE BREAKDOWN	291.25
			VISA-SEE FILE BREAKDOWN	20.20
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	666.49
			TOTAL:	6,101.59
MUNICIPAL AIRPORT	AIRPORT	MILLER HARDWARE	SEE FILE BREAKDOWN	34.00
		RYAN WALTER DBA	JANUARY PEST CONTROL	30.00
		SCHETTLER, PAT	FEBRUARY WAGES	5,350.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	19.53
			VISA-SEE FILE BREAKDOWN	30.87
		VERIZON	CELL PHONE	41.51
			TOTAL:	5,505.91
LIBRARY	LIBRARY	BRUMMEL FARM SERVICE	ICE MELT	7.13
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	172.13
		DIGITAL CONNECTIONS, INC.	LIBRARY COPIER	166.77
		RYAN WALTER DBA	JANUARY PEST CONTROL	30.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	31.06
			VISA-SEE FILE BREAKDOWN	252.88
			VISA-SEE FILE BREAKDOWN	6.25
			TOTAL:	666.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
FIRE DEPARTMENT	PUBLIC SAFETY	CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	24.59
		RYAN WALTER DBA	JANUARY PEST CONTROL	30.00
		VISA - CARD SERVICES	VISA-MICRSOFT	4.36
			VISA-SEE FILE BREAKDOWN	44.50
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	9.05
			TOTAL:	112.50
POLICE DEPARTMENT	PUBLIC SAFETY	CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	196.72
		PROPIO LS, LLC	TELEPHONE INTERPRETATION	14.95
		ROD'S AUTO REPAIR & CUSTOM EXHAUST	2019 DURANGO TAIL LIGHT AS	165.00
		RYAN WALTER DBA	JANUARY PEST CONTROL	15.00
		VINYL GRAPHICS	GRAPHICS	335.00
		VISA - CARD SERVICES	VISA-MICRSOFT	21.79
			VISA-SEE FILE BREAKDOWN	309.47
			VISA-SEE FILE BREAKDOWN	543.89-
			VISA-SEE FILE BREAKDOWN	75.47
			VISA-SEE FILE BREAKDOWN	250.00
			VISA-SEE FILE BREAKDOWN	19.98
			VISA-SEE FILE BREAKDOWN	14.90
			VISA-SEE FILE BREAKDOWN	14.42
			VISA-SEE FILE BREAKDOWN	16.26
		VERIZON	CELL PHONE	320.08
			CELL PHONE	342.08
		WEX BANK	WEX FUEL	204.85
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	434.23
			TOTAL:	2,206.31
TOURISM	TOURISM	GARNETT BUSINESS AND PROFESSIONAL WOME	TGT 2024	738.34
		FRIENDS OF THE GARNETT LIBRARY	TGT 2024	810.60
			TOTAL:	1,548.94
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ACCESS BILLING	783.75
		ANIXTER, INC.	TERMINAL CU (6)	124.62
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	49.18
		PIONEER RESEARCH	BLAST	692.88
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	14.11
		RYAN WALTER DBA	JANUARY PEST CONTROL	15.00
		TRUSTPOINT INSURANCE	25/26 PROP RENEWAL	77,748.00
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	159.00
			TOTAL:	79,586.54
ELECTRIC DISTRIBUTION	ELECTRIC	ANIXTER, INC.	BRKT TRAN / CONNECTORS	181.60
			BRKT TRAN (50)	1,869.00
			CONNECTORS/WIRE	662.00
			CONNECTORS/WIRE	381.30
		BRIDGEWELL RESOURCES	POLES (15) (11) (21)	22,056.85
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	98.36
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	7.05
		KANSAS ONE-CALL SYSTEM INC. DIST	(29) LOCATES	9.65
		MILLER HARDWARE	SEE FILE BREAKDOWN	8.59
			SEE FILE BREAKDOWN	629.99
			SEE FILE BREAKDOWN	5.38
			SEE FILE BREAKDOWN	10.03
			SEE FILE BREAKDOWN	13.18
		RYAN WALTER DBA	JANUARY PEST CONTROL	7.50
		STANION WHOLESALE ELECT. CO.	DUCT SEALING COMP	13.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	8.92
		VERIZON	CELL PHONE	46.51
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	64.95_
			TOTAL:	26,073.95
GAS	GAS	CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	49.18
			2025 ANNUAL FEE CODES	4.91
		DC & B SUPPLY INC	STICKS, DR 11, CAP	2,160.42
			COUPLING, VALVE	830.07
			LEAK LOCATOR/MTR BYPASS, M	114.92
			LEAK LOCATOR/MTR BYPASS, M	305.95
		FIDELIS ENERGY GROUP, LLC	GAS PROCUREMENT FEB 2025	1,650.00
		SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	28,476.41
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	7.05
		KANSAS ONE-CALL SYSTEM INC. DIST	(29) LOCATES	9.64
		MILLER HARDWARE	SEE FILE BREAKDOWN	7.00
			SEE FILE BREAKDOWN	50.97
		RYAN WALTER DBA	JANUARY PEST CONTROL	7.50
		VISA - CARD SERVICES	VISA-ADOBE	10.75
			VISA-MICRSOFT	0.87
			VISA-SEE FILE BREAKDOWN	39.90
			VISA-SEE FILE BREAKDOWN	64.29
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	16.40_
			TOTAL:	33,806.23
SANITATION	SANITATION	ANDERSON CO SOLID WASTE	TS TONNAGE	7,868.50
		CEDAR VALLEY METAL SUPPLY	F550 DUMP TRK REPAIR	24.86
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	98.36
			2025 ANNUAL FEE CODES	4.92
		GRAINGER	GAS HEATER	1,473.38
		CEDAR VALLEY TIRE & AUTO SERVICE, LLC	FLAT REPAIR COMMERCIAL	64.65
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	7.05
		MHC KENWORTH-OLATHE	2017 FRTLINER -RD CALL DER	1,780.80
		MILLER HARDWARE	SEE FILE BREAKDOWN	22.99
		RYAN WALTER DBA	JANUARY PEST CONTROL	7.50
		VISA - CARD SERVICES	VISA-MICRSOFT	0.87
			VISA-SEE FILE BREAKDOWN	0.93
			VISA-SEE FILE BREAKDOWN	22.68
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	11.99
			SEE FILE BREAKDOWN	4.99_
			TOTAL:	11,394.47
WASTEWATER	WASTEWATER	ALLEN COUNTY PUBLIC WORKS	SLUDGE	1,140.88
		BRIGHTSPEED COMMUNICATIONS	#313894279 WASTEWATER	157.68
			#313894279 WASTEWATER	83.44
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	49.18
			2025 ANNUAL FEE CODES	4.92
		HAWKINS, INC.	AQUA HAWK	3,015.00
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	28.21
		KANSAS ONE-CALL SYSTEM INC. DIST	(29) LOCATES	9.64
		MILLER HARDWARE	SEE FILE BREAKDOWN	7.99
			SEE FILE BREAKDOWN	69.98
			SEE FILE BREAKDOWN	9.99
			SEE FILE BREAKDOWN	18.94
			SEE FILE BREAKDOWN	9.98
		OLATHE WINWATER WORKS CO.	TAP SADDLE TEE	305.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ROD'S AUTO REPAIR & CUSTOM EXHAUST	F550 A/C REPAIR	618.04
		VISA - CARD SERVICES	VISA-MICRSOFT	0.87
			VISA-SEE FILE BREAKDOWN	0.60
			VISA-SEE FILE BREAKDOWN	51.97
		VERIZON	CELL PHONE	41.51
		WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	206.07
			SEE FILE BREAKDOWN	36.55
			TOTAL:	5,866.44
WATER	WATER	ADVANTAGE COMPUTER ENTERPRISES INC	8 TOWER SPLIT	999.00
		BAUMAN INTERIORS, LLC	REFRIGERATOR WATER PLANT	669.00
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	98.36
			2025 ANNUAL FEE CODES	49.18
			2025 ANNUAL FEE CODES	4.92
		HAWKINS, INC.	SODUM HYDROXIDE/ACT CARBON	14,306.51
			SODIUM PERMANGANATE	4,191.24
		ACE IMAGEWEAR	FIRST AID KIT SPLIT	14.11
			FIRST AID KIT SPLIT	7.05
		KANSAS ONE-CALL SYSTEM INC. DIST	(29) LOCATES	9.64
		KS DEPT OF HEALTH & ENVIRONMENT	COLILERT DRKING WATER	432.00
		LANCO DISTRIBUTION, INC	TOWELS, SOAP, LIQ SOAP	85.45
		MILLER HARDWARE	SEE FILE BREAKDOWN	6.99
			SEE FILE BREAKDOWN	40.97
			SEE FILE BREAKDOWN	345.01
		OLATHE WINWATER WORKS CO.	GRIP RING ACCY	1,188.00
			FOAM INSULATOR (8)	240.00
		RYAN WALTER DBA	JANUARY PEST CONTROL	7.50
			JANUARY PEST CONTROL	15.00
		VISA - CARD SERVICES	VISA-ADOBE	10.74
			VISA-MICRSOFT	0.87
			VISA-SEE FILE BREAKDOWN	64.29
			VISA-SEE FILE BREAKDOWN	816.72
			TOTAL:	23,602.55
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	RYAN WALTER DBA	JANUARY PEST CONTROL	5.00
		VISA - CARD SERVICES	VISA-ADOBE	21.49
			VISA-MICRSOFT	4.36
			VISA-SEE FILE BREAKDOWN	4.68
			VISA-SEE FILE BREAKDOWN	15.10
			VISA-SEE FILE BREAKDOWN	256.63
		VERIZON	CELL PHONE	41.51
			TOTAL:	348.77
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	GHA #313912102 SPLIT	96.20
			GHA #313912102 SPLIT	89.98
		BRUMMEL FARM SERVICE	ICE MELT SPLIT	4.67
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	32.78
		GARNETT HOME CENTER	HOUSING SPLIT	114.08
		MEI TOTAL ELEVATOR SOLUTIONS	FEBRUARY MONTHLY SERVICE	311.15
		MILLER HARDWARE	COMPOUND MITR SAW	33.33
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	36.63
		WITTMAN NAPA AUTO PARTS	HOUSING	26.63
			TOTAL:	745.45
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	GHA #313912102 SPLIT	96.20
			GHA #313912102 SPLIT	89.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRUMMEL FARM SERVICE	ICE MELT SPLIT	4.67
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	32.79
		GARNETT HOME CENTER	HOUSING SPLIT	584.06
		MEI TOTAL ELEVATOR SOLUTIONS	FEBRUARY MONTHLY SERVICE	311.14
		MILLER HARDWARE	COMPOUND MITR SAW	33.33
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	36.63
		WITTMAN NAPA AUTO PARTS	HOUSING	26.63
			TOTAL:	1,215.43
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	GHA #313912102 SPLIT	96.20
			GHA #313912102 SPLIT	89.98
		BRUMMEL FARM SERVICE	ICE MELT SPLIT	4.66
		CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	32.79
		GARNETT HOME CENTER	HOUSING SPLIT	68.59
		MILLER HARDWARE	COMPOUND MITR SAW	33.33
		VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	36.62
		WITTMAN NAPA AUTO PARTS	HOUSING	26.64
			TOTAL:	388.81
EQUIPMENT RESERVES	EQUIPMENT RESERVE	SUPERIOR EMERGENCY RESPONSE VEHICLES	2019 DURANGO	912.50
			TOTAL:	912.50

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

036	INDUSTRIAL PARK DEVELOPMN	1,592.82
101	GENERAL	30,817.21
102	AIRPORT	5,505.91
104	LIBRARY	666.22
105	PUBLIC SAFETY	2,318.81
107	TOURISM	1,548.94
109	ELECTRIC	105,660.49
110	GAS	33,806.23
111	SANITATION	11,394.47
112	WASTEWATER	5,866.44
113	WATER	23,602.55
114	ECONOMIC DEVELOPMENT	348.77
115	PARKSIDE #1	745.45
116	PARKSIDE #2	1,215.43
117	PARK PLAZA NORTH	388.81
119	EQUIPMENT RESERVE	912.50
	GRAND TOTAL:	226,391.05

TOTAL PAGES: 6

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ACE IMAGEWEAR	FIRST AID KIT SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	28.22
	FIRST AID KIT SPLIT	GENERAL	PARKS, RECREATION & CE	56.44
	FIRST AID KIT SPLIT	GENERAL	STREET & STORMWATER	28.21
	FIRST AID KIT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	14.11
	FIRST AID KIT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	7.05
	FIRST AID KIT SPLIT	GAS	GAS	7.05
	FIRST AID KIT SPLIT	SANITATION	SANITATION	7.05
	FIRST AID KIT SPLIT	WASTEWATER	WASTEWATER	28.21
	FIRST AID KIT SPLIT	WATER	WATER	14.11
	FIRST AID KIT SPLIT	WATER	WATER	7.05
			TOTAL:	197.50
ADVANTAGE COMPUTER ENTERPRISES INC	8 TOWER SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	5,994.00
	8 TOWER SPLIT	GENERAL	COMMUNITY DEVELOPMENT	999.00
	8 TOWER SPLIT	WATER	WATER	999.00
			TOTAL:	7,992.00
ALLEN COUNTY PUBLIC WORKS	SLUDGE	WASTEWATER	WASTEWATER	1,140.88
			TOTAL:	1,140.88
ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING DEC	GENERAL	GOVERNMENT ADMINISTRAT	140.00
			TOTAL:	140.00
ANDERSON CO SOLID WASTE	TS TONNAGE	SANITATION	SANITATION	7,868.50
			TOTAL:	7,868.50
ANIXTER, INC.	TERMINAL CU (6)	ELECTRIC	ELECTRIC PRODUCTION	124.62
	BRKT TRAN / CONNECTORS	ELECTRIC	ELECTRIC DISTRIBUTION	181.60
	BRKT TRAN (50)	ELECTRIC	ELECTRIC DISTRIBUTION	1,869.00
	CONNECTORS/WIRE	ELECTRIC	ELECTRIC DISTRIBUTION	662.00
	CONNECTORS/WIRE	ELECTRIC	ELECTRIC DISTRIBUTION	381.30
			TOTAL:	3,218.52
AT & T	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	783.75
			TOTAL:	783.75
BAUMAN INTERIORS, LLC	REFRIGERATOR WATER PLANT	WATER	WATER	669.00
			TOTAL:	669.00
BRIDGEWELL RESOURCES	POLES (15) (11) (21)	ELECTRIC	ELECTRIC DISTRIBUTION	22,056.85
			TOTAL:	22,056.85
BRIGHTSPEED COMMUNICATIONS	#313191149 CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	115.10
	#313894279 WASTEWATER	WASTEWATER	WASTEWATER	157.68
	#313894279 WASTEWATER	WASTEWATER	WASTEWATER	83.44
	GHA #313912102 SPLIT	PARKSIDE #1	PARKSIDE #1	96.20
	GHA #313912102 SPLIT	PARKSIDE #1	PARKSIDE #1	89.98
	GHA #313912102 SPLIT	PARKSIDE #2	PARKSIDE #2	96.20
	GHA #313912102 SPLIT	PARKSIDE #2	PARKSIDE #2	89.98
	GHA #313912102 SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	96.20
	GHA #313912102 SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	89.98
			TOTAL:	914.76
BRUMMEL FARM SERVICE	ICE MELT	GENERAL	STREET & STORMWATER	285.00
	ICE MELT	LIBRARY	LIBRARY	7.13
	ICE MELT SPLIT	PARKSIDE #1	PARKSIDE #1	4.67

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ICE MELT SPLIT	PARKSIDE #2	PARKSIDE #2	4.67
	ICE MELT SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	4.66
			TOTAL:	306.13
BSN SPORTS, LLC	MANUAL HAND CRANK	GENERAL	PARKS, RECREATION & CE	205.55
			TOTAL:	205.55
CEDAR VALLEY METAL SUPPLY	F550 DUMP TRK REPAIR	SANITATION	SANITATION	24.86
			TOTAL:	24.86
CEDAR VALLEY TIRE & AUTO SERVICE, LLC	FLAT REPAIR COMMERCIAL	SANITATION	SANITATION	64.65
			TOTAL:	64.65
CINTAS CORPORATION # 430	TRAUMA BAG, LARGE FULL	GENERAL	PARKS, RECREATION & CE	120.76
			TOTAL:	120.76
CITYCODE FINANCIAL LLC	2025 ANNUAL FEE CODES	GENERAL	GOVERNMENT ADMINISTRAT	196.73
	2025 ANNUAL FEE CODES	GENERAL	COMMUNITY DEVELOPMENT	73.77
	2025 ANNUAL FEE CODES	GENERAL	PARKS, RECREATION & CE	122.95
	2025 ANNUAL FEE CODES	GENERAL	STREET & STORMWATER	4.92
	2025 ANNUAL FEE CODES	GENERAL	STREET & STORMWATER	98.36
	2025 ANNUAL FEE CODES	LIBRARY	LIBRARY	172.13
	2025 ANNUAL FEE CODES	PUBLIC SAFETY	FIRE DEPARTMENT	24.59
	2025 ANNUAL FEE CODES	PUBLIC SAFETY	POLICE DEPARTMENT	196.72
	2025 ANNUAL FEE CODES	ELECTRIC	ELECTRIC PRODUCTION	49.18
	2025 ANNUAL FEE CODES	ELECTRIC	ELECTRIC DISTRIBUTION	98.36
	2025 ANNUAL FEE CODES	GAS	GAS	49.18
	2025 ANNUAL FEE CODES	GAS	GAS	4.91
	2025 ANNUAL FEE CODES	SANITATION	SANITATION	98.36
	2025 ANNUAL FEE CODES	SANITATION	SANITATION	4.92
	2025 ANNUAL FEE CODES	WASTEWATER	WASTEWATER	49.18
	2025 ANNUAL FEE CODES	WASTEWATER	WASTEWATER	4.92
	2025 ANNUAL FEE CODES	WATER	WATER	98.36
	2025 ANNUAL FEE CODES	WATER	WATER	49.18
	2025 ANNUAL FEE CODES	WATER	WATER	4.92
	2025 ANNUAL FEE CODES	PARKSIDE #1	PARKSIDE #1	32.78
	2025 ANNUAL FEE CODES	PARKSIDE #2	PARKSIDE #2	32.79
	2025 ANNUAL FEE CODES	PARK PLAZA NORTH	PARK PLAZA NORTH	32.79
			TOTAL:	1,500.00
CLOUDPERMIT INC	2025 BLDG MODULE/CODE/BUSI	GENERAL	GOVERNMENT ADMINISTRAT	9,000.00
			TOTAL:	9,000.00
DAVIS, BRIAN	KRPA CONFERENCE 2025	GENERAL	PARKS, RECREATION & CE	345.84
			TOTAL:	345.84
DC & B SUPPLY INC	STICKS, DR 11, CAP	GAS	GAS	2,160.42
	COUPLING, VALVE	GAS	GAS	830.07
	LEAK LOCATOR/MTR BYPASS, M	GAS	GAS	114.92
	LEAK LOCATOR/MTR BYPASS, M	GAS	GAS	305.95
			TOTAL:	3,411.36
DIGITAL CONNECTIONS, INC.	COPIES ADMIN/COM DEV	GENERAL	GOVERNMENT ADMINISTRAT	178.48
	COPIES ADMIN/COM DEV	GENERAL	COMMUNITY DEVELOPMENT	27.02
	LIBRARY COPIER	LIBRARY	LIBRARY	166.77
			TOTAL:	372.27

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
EVERGY	#7745674439 COM DEV	GENERAL	COMMUNITY DEVELOPMENT	26.00
	#5102657023 PARKS	GENERAL	PARKS, RECREATION & CE	17.70
	#9127811310 PARKS	GENERAL	PARKS, RECREATION & CE	61.88
	#0638664876 CAMPSITE	GENERAL	PARKS, RECREATION & CE	27.12_
			TOTAL:	132.70
FIDELIS ENERGY GROUP, LLC	GAS PROCUREMENT FEB 2025	GAS	GAS	1,650.00_
			TOTAL:	1,650.00
FRIENDS OF THE GARNETT LIBRARY	TGT 2024	TOURISM	TOURISM	810.60_
			TOTAL:	810.60
FRONT ROW SPORTS	HOODED SWEATSHIRTS (42)	GENERAL	COMMUNITY DEVELOPMENT	945.54_
			TOTAL:	945.54
GARNETT BUSINESS AND PROFESSIONAL WOME	TGT 2024	TOURISM	TOURISM	738.34_
			TOTAL:	738.34
GARNETT HOME CENTER	HOUSING SPLIT	PARKSIDE #1	PARKSIDE #1	114.08
	HOUSING SPLIT	PARKSIDE #2	PARKSIDE #2	584.06
	HOUSING SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	68.59_
			TOTAL:	766.73
GARNETT POST OFFICE	FEBRUARY UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	800.00_
			TOTAL:	800.00
GARNETT PUBLISHING, INC.	TREASURER REPORT	GENERAL	GOVERNMENT ADMINISTRAT	187.30_
			TOTAL:	187.30
GRAINGER	GAS HEATER	SANITATION	SANITATION	1,473.38_
			TOTAL:	1,473.38
HAWKINS, INC.	AQUA HAWK	WASTEWATER	WASTEWATER	3,015.00
	SODUM HYDROXIDE/ACT CARBON	WATER	WATER	14,306.51
	SODIUM PERMANGANATE	WATER	WATER	4,191.24_
			TOTAL:	21,512.75
INLAND TRUCK PARTS COMPANY	CHEVY UJOINT	GENERAL	STREET & STORMWATER	1,352.59_
			TOTAL:	1,352.59
IOLA AUTO PARTS, LLC.	WIRE FLUE BRUSH	GENERAL	STREET & STORMWATER	14.30_
			TOTAL:	14.30
KANSAS MUNICIPAL UTILITIES,INC	CDL/ELDT JERRY WEST	GENERAL	STREET & STORMWATER	800.00_
			TOTAL:	800.00
KLEHAMMER, BRENDA JE'NELLE	JAN 13@$15.00	GENERAL	PARKS, RECREATION & CE	195.00_
			TOTAL:	195.00
KS DEPT OF HEALTH & ENVIRONMENT	COLILERT DRKING WATER	WATER	WATER	432.00_
			TOTAL:	432.00
KANSAS ONE-CALL SYSTEM INC. DIST	(29) LOCATES	ELECTRIC	ELECTRIC DISTRIBUTION	9.65
	(29) LOCATES	GAS	GAS	9.64
	(29) LOCATES	WASTEWATER	WASTEWATER	9.64
	(29) LOCATES	WATER	WATER	9.64

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	38.57
LANCO DISTRIBUTION, INC	TOWELS, SOAP, LIQ SOAP	WATER	WATER	85.45
			TOTAL:	85.45
MEI TOTAL ELEVATOR SOLUTIONS	FEBRUARY MONTHLY SERVICE	PARKSIDE #1	PARKSIDE #1	311.15
	FEBRUARY MONTHLY SERVICE	PARKSIDE #2	PARKSIDE #2	311.14
			TOTAL:	622.29
MHC KENWORTH-OLATHE	2017 FRTLINER -RD CALL DER	SANITATION	SANITATION	1,780.80
			TOTAL:	1,780.80
MILLER HARDWARE	SEE FILE BREAKDOWN -PAVILI	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	1,380.00
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	19.99
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	15.48
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	83.98
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	359.94
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	58.87
	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	17.09
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	14.97
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	414.98
	SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	34.00
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	8.59
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	629.99
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	5.38
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	10.03
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	13.18
	SEE FILE BREAKDOWN	GAS	GAS	7.00
	SEE FILE BREAKDOWN	GAS	GAS	50.97
	SEE FILE BREAKDOWN	SANITATION	SANITATION	22.99
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	7.99
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	69.98
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	9.99
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	18.94
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	9.98
	SEE FILE BREAKDOWN	WATER	WATER	6.99
	SEE FILE BREAKDOWN	WATER	WATER	40.97
	SEE FILE BREAKDOWN	WATER	WATER	345.01
	COMPOUND MITR SAW	PARKSIDE #1	PARKSIDE #1	33.33
	COMPOUND MITR SAW	PARKSIDE #2	PARKSIDE #2	33.33
	COMPOUND MITR SAW	PARK PLAZA NORTH	PARK PLAZA NORTH	33.33
			TOTAL:	3,757.27
NAVRAT'S	CALCULATOR PAPER	GENERAL	GOVERNMENT ADMINISTRAT	82.00
			TOTAL:	82.00
OLATHE WINWATER WORKS CO.	TAP SADDLE TEE	WASTEWATER	WASTEWATER	305.00
	GRIP RING ACCY	WATER	WATER	1,188.00
	FOAM INSULATOR (8)	WATER	WATER	240.00
			TOTAL:	1,733.00
PIONEER RESEARCH	BLAST	ELECTRIC	ELECTRIC PRODUCTION	692.88
			TOTAL:	692.88
PRAIRIELAND PARTNERS, LLC	WASHER	GENERAL	STREET & STORMWATER	2.40
			TOTAL:	2.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
PROPIO LS, LLC	TELEPHONE INTERPRETATION	PUBLIC SAFETY	POLICE DEPARTMENT	14.95_
			TOTAL:	14.95
ROD'S AUTO REPAIR & CUSTOM EXHAUST	2019 DURANGO TAIL LIGHT AS	PUBLIC SAFETY	POLICE DEPARTMENT	165.00
	F550 A/C REPAIR	WASTEWATER	WASTEWATER	618.04_
			TOTAL:	783.04
RYAN WALTER DBA	JANUARY PEST CONTROL	GENERAL	GOVERNMENT ADMINISTRAT	5.00
	JANUARY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	5.00
	JANUARY PEST CONTROL	GENERAL	COMMUNITY DEVELOPMENT	15.00
	JANUARY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JANUARY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JANUARY PEST CONTROL	GENERAL	PARKS, RECREATION & CE	30.00
	JANUARY PEST CONTROL	GENERAL	STREET & STORMWATER	15.00
	JANUARY PEST CONTROL	AIRPORT	MUNICIPAL AIRPORT	30.00
	JANUARY PEST CONTROL	LIBRARY	LIBRARY	30.00
	JANUARY PEST CONTROL	PUBLIC SAFETY	FIRE DEPARTMENT	30.00
	JANUARY PEST CONTROL	PUBLIC SAFETY	POLICE DEPARTMENT	15.00
	JANUARY PEST CONTROL	ELECTRIC	ELECTRIC PRODUCTION	15.00
	JANUARY PEST CONTROL	ELECTRIC	ELECTRIC DISTRIBUTION	7.50
	JANUARY PEST CONTROL	GAS	GAS	7.50
	JANUARY PEST CONTROL	SANITATION	SANITATION	7.50
	JANUARY PEST CONTROL	WATER	WATER	7.50
	JANUARY PEST CONTROL	WATER	WATER	15.00
	JANUARY PEST CONTROL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	5.00_
			TOTAL:	300.00
SALAZAR, ROY	REIMB BUMPER REPLACMENT	GENERAL	STREET & STORMWATER	305.88
	DREMMT LAWN LEVELING RAKE	GENERAL	STREET & STORMWATER	44.31
	REIMB LUMEN WORK LIGHT TRI	GENERAL	STREET & STORMWATER	41.15
	REIMB EVAP COOLER	GENERAL	STREET & STORMWATER	66.79_
			TOTAL:	458.13
SCHETTLER, PAT	FEBRUARY WAGES	AIRPORT	MUNICIPAL AIRPORT	5,350.00_
			TOTAL:	5,350.00
SEELY PLUMBING	PORTA POT (8) / FUEL SURCH	GENERAL	PARKS, RECREATION & CE	1,227.00_
			TOTAL:	1,227.00
SEKRPC	SEKRPC DUES 2025	GENERAL	GOVERNMENT ADMINISTRAT	50.00_
			TOTAL:	50.00
SOUTHERN STAR CENTRAL GAS PIPELINE INC	SOUTHERN STAR CENTRAL GAS	GAS	GAS	28,476.41_
			TOTAL:	28,476.41
SPORTS KS	2025 MEMBERSHIP DUES	GENERAL	COMMUNITY DEVELOPMENT	250.00
	2025 MEMBERSHIP DUES	GENERAL	PARKS, RECREATION & CE	250.00_
			TOTAL:	500.00
STANION WHOLESALE ELECT. CO.	DUCT SEALING COMP	ELECTRIC	ELECTRIC DISTRIBUTION	13.09_
			TOTAL:	13.09
SUPERIOR EMERGENCY RESPONSE VEHICLES	2019 DURANGO	EQUIPMENT RESERVE	EQUIPMENT RESERVES	912.50_
			TOTAL:	912.50
TRUSTPOINT INSURANCE	25/26 PROP RENEWAL	ELECTRIC	ELECTRIC PRODUCTION	77,748.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	77,748.00
VALIDITY SCREENING SOLUTIONS	JERRY WEST SCREENING	GENERAL	STREET & STORMWATER	75.70
			TOTAL:	75.70
VERIZON	CELL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	68.85
	CELL PHONE	GENERAL	COMMUNITY DEVELOPMENT	88.29
	CELL PHONE	AIRPORT	MUNICIPAL AIRPORT	41.51
	CELL PHONE	PUBLIC SAFETY	POLICE DEPARTMENT	320.08
	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:	990.34
VINYL GRAPHICS	GRAPHICS	PUBLIC SAFETY	POLICE DEPARTMENT	335.00
			TOTAL:	335.00
VISA - CARD SERVICES	VISA-SEE FILE BREAKDOWN	INDUSTRIAL PARK DE	IND PARK DEVELOPMENT	212.82
	VISA-ADOBE	GENERAL	GOVERNMENT ADMINISTRAT	21.49
	VISA-MICRSOFT	GENERAL	GOVERNMENT ADMINISTRAT	34.87
	VISA-SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	333.15
	VISA-SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	119.12
	VISA-SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	85.99
	VISA-SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	24.98
	VISA-SEE FILE BREAKDOWN	GENERAL	GOVERNMENT ADMINISTRAT	270.30
	VISA-ADOBE	GENERAL	COMMUNITY DEVELOPMENT	21.59
	VISA-MICRSOFT	GENERAL	COMMUNITY DEVELOPMENT	13.08
	VISA-SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	28.19
	VISA-SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	45.28
	VISA-SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	204.92
	VISA-SEE FILE BREAKDOWN	GENERAL	COMMUNITY DEVELOPMENT	42.73
	VISA-MICRSOFT	GENERAL	PARKS, RECREATION & CE	4.36
	VISA-SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	485.80
	VISA-SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	18.89
	VISA-MICRSOFT	GENERAL	STREET & STORMWATER	0.87
	VISA-SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	9.85
	VISA-SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	60.37
	VISA-SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	291.25
	VISA-SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	20.20
	VISA-SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	19.53
	VISA-SEE FILE BREAKDOWN	AIRPORT	MUNICIPAL AIRPORT	30.87
	VISA-SEE FILE BREAKDOWN	LIBRARY	LIBRARY	31.06
	VISA-SEE FILE BREAKDOWN	LIBRARY	LIBRARY	252.88
	VISA-SEE FILE BREAKDOWN	LIBRARY	LIBRARY	6.25
	VISA-MICRSOFT	PUBLIC SAFETY	FIRE DEPARTMENT	4.36
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	44.50
	VISA-MICRSOFT	PUBLIC SAFETY	POLICE DEPARTMENT	21.79
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	309.47
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	543.89-
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	75.47
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	250.00
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	19.98
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	14.90
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	14.42
	VISA-SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	16.26

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC PRODUCTION	159.00
	VISA-SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	8.92
	VISA-ADOBE	GAS	GAS	10.75
	VISA-MICRSOFT	GAS	GAS	0.87
	VISA-SEE FILE BREAKDOWN	GAS	GAS	39.90
	VISA-SEE FILE BREAKDOWN	GAS	GAS	64.29
	VISA-MICRSOFT	SANITATION	SANITATION	0.87
	VISA-SEE FILE BREAKDOWN	SANITATION	SANITATION	0.93
	VISA-SEE FILE BREAKDOWN	SANITATION	SANITATION	22.68
	VISA-MICRSOFT	WASTEWATER	WASTEWATER	0.87
	VISA-SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	0.60
	VISA-SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	51.97
	VISA-ADOBE	WATER	WATER	10.74
	VISA-MICRSOFT	WATER	WATER	0.87
	VISA-SEE FILE BREAKDOWN	WATER	WATER	64.29
	VISA-SEE FILE BREAKDOWN	WATER	WATER	816.72
	VISA-ADOBE	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	21.49
	VISA-MICRSOFT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	4.36
	VISA-SEE FILE BREAKDOWN	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	4.68
	VISA-SEE FILE BREAKDOWN	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	15.10
	VISA-SEE FILE BREAKDOWN	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	256.63
	VISA-SEE FILE BREAKDOWN	PARKSIDE #1	PARKSIDE #1	36.63
	VISA-SEE FILE BREAKDOWN	PARKSIDE #2	PARKSIDE #2	36.63
	VISA-SEE FILE BREAKDOWN	PARK PLAZA NORTH	PARK PLAZA NORTH	36.62
			TOTAL:	4,584.36
WEX BANK	WEX FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	204.85
			TOTAL:	204.85
WINTER EQUIPMENT CO. INC	RAZOR SYSTEM	GENERAL	STREET & STORMWATER	1,488.00
			TOTAL:	1,488.00
WITTMAN NAPA AUTO PARTS	SEE FILE BREAKDOWN	GENERAL	PARKS, RECREATION & CE	4.99
	SEE FILE BREAKDOWN	GENERAL	STREET & STORMWATER	666.49
	SEE FILE BREAKDOWN	PUBLIC SAFETY	FIRE DEPARTMENT	9.05
	SEE FILE BREAKDOWN	PUBLIC SAFETY	POLICE DEPARTMENT	434.23
	SEE FILE BREAKDOWN	ELECTRIC	ELECTRIC DISTRIBUTION	64.95
	SEE FILE BREAKDOWN	GAS	GAS	16.40
	SEE FILE BREAKDOWN	SANITATION	SANITATION	11.99
	SEE FILE BREAKDOWN	SANITATION	SANITATION	4.99
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	206.07
	SEE FILE BREAKDOWN	WASTEWATER	WASTEWATER	36.55
	HOUSING	PARKSIDE #1	PARKSIDE #1	26.63
	HOUSING	PARKSIDE #2	PARKSIDE #2	26.63
	HOUSING	PARK PLAZA NORTH	PARK PLAZA NORTH	26.64
			TOTAL:	1,535.61
YOUNG AUTO GLASS LLC	2013 FORD/WINDSHIELD	GENERAL	PARKS, RECREATION & CE	355.00
	2017 RAM/AUTO GLASS	GENERAL	PARKS, RECREATION & CE	50.00
			TOTAL:	405.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_

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

036	INDUSTRIAL PARK DEVELOPMN	1,592.82
101	GENERAL	30,817.21
102	AIRPORT	5,505.91
104	LIBRARY	666.22
105	PUBLIC SAFETY	2,318.81
107	TOURISM	1,548.94
109	ELECTRIC	105,660.49
110	GAS	33,806.23
111	SANITATION	11,394.47
112	WASTEWATER	5,866.44
113	WATER	23,602.55
114	ECONOMIC DEVELOPMENT	348.77
115	PARKSIDE #1	745.45
116	PARKSIDE #2	1,215.43
117	PARK PLAZA NORTH	388.81
119	EQUIPMENT RESERVE	912.50
	GRAND TOTAL:	226,391.05

TOTAL PAGES: 8

BILLS:	$226,391.05
PAYROLL:	$125,000.06
TOTAL:	$351,391.11