THE CITY OF GARNETT KANSAS 1861

Small, Serene, Simply Garnett.

City Commission Meeting AGENDA February 25, 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, Sam Stoltzfus, Beacon House of Worship

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 February 11, 2025 Regular City Commission Meeting
   B. Approval of Semi-Monthly Bills and Payroll in the amount of $743,543.31

V. **Regular Business**
   A. Consideration of appointment of Travis Wilson as KMEA Director 1.
   B. Consideration of GRDA Resolution 2025-6.
   C. Consideration of GRDA Purchase Power Agreement Extension.
   D. Consideration of Preferred Consulting Agreement with Nilaksh Kothari.
   E. Consideration of KPERS Resolution and Adoption Agreement.

VI. **Staff Updates**

VII. **Discussion Items**
   A. Property/Nuisance/Accumulation of Debris.
   B. Swimming Pool.

VIII. **Informational Items**
   A. The Garnett BPW Women's Fair, hosted by the Garnett BPW, will be held at the Garnett Recreation Center on March 8.
   B. "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.
   C. Spring City Wide Garage Sales, hosted by Garnett Publishing Inc, will be held on April 5.
   D. 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.
   E. 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 February 11, 2025, at 6:00 p.m. with the following individuals present, Mayor, Mark Locke; City Commissioners, Nate Wiehl and Jody Cole; City Manager Travis Wilson; City Clerk, Trish Brewer; City Attorney Terry Solander.

CALL TO ORDER
Mayor Locke called the meeting to order at 6:01 p.m.

The Pledge of Allegiance was recited.
Invocation, Mayor Mark Locke

CITIZENS TO BE HEARD (FIVE-MINUTE TIME LIMIT PER PERSON)
No citizens to be heard.

GOVERNING BODY COMMENTS

A. Commissioner Cole
Congratulated Goppert Foundation for the Furnace and Air Conditioning unit at the Senior Center and all students on the honor-roll.

B. Commissioner Wiehl
Asked the citizens to be safe over the next few days of bad weather and be mindful of City crews clearing roads.

C. Mayor Locke
Wished Officer Naylor the best in the upcoming training he will be attending.

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 Garnett BPW
I. Consideration of the TGT Application from Garnett BPW

Commissioner Wiehl motioned to approve the Consent Agenda as presented. Seconded by Commissioner Cole.
Motion passed (3) AYE (0) NAY

REGULAR BUSINESS

A. Presentation of the Gigabit City Award by Kenzie Prewitt, KwiKom Communications.
Trenton Travis, Marketing Director, was present and presented the Commission with the award.

B. Garnett Community Foundation/City of Garnett Relationship Discussion
Mutually agreed among the Commission to keep the Garnett Community Foundation and the City of Garnett as two separate entities.

C. Consideration of the appointment of Michelle Ware to the Parks & Recreation Advisory Board
Commissioner Cole motioned to appoint Michelle Ware to the Parks & Recreation Advisory Board. Seconded by Commissioner Wiehl. Motion passed (3) AYE (0) NAY

D. Consideration of GRDA Resolution

E. Consideration of GRDA Purchase Power Agreement Extension
Items D & E were discussed in brief for the Commission to prepare for the deadline of March 2025

STAFF UPDATES
Darin Wilson gave a brief update on the progress of Cloudpermit. Stated that if citizens need help with the online process they are coming in and staff are sitting with them through the process.
Stated that the RFP draft for the Comprehensive Plan has been given to the City Attorney for review.

DISCUSSION ITEMS

No Discussion Items

INFORMATIONAL ITEMS

A. The Anderson County Youth Entrepreneurship Challenge, hosted by the Anderson County E-Community will be held on February 25$^{th.}$
B. The Garnett BPW Women's Fair, hosted by the Garnett BPW, will be held at the Garnett Recreation Center on March 8$^{th.}$
C. "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-30$^{th.}$
D. Spring City Wide Garage Sales, hosted by Garnett Publishing Inc., will be held on April 5$^{th.}$
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 12th from 10:00am to 2:00pm
F. 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)

No citizens to be heard.

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 6:32 p.m.

____
Mayor

____
City Clerk

CERTIFICATE – DIRECTOR-1

KANSAS MUNICIPAL ENERGY AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Garnett, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 25 day of February, 2025; and

Name: Travis Wilson		Title: City Manager	
Address: 131 W. 5th Avenue			
City: Garnett		State: Kansas	Zip Code: 66032
Office Phone: 785-448-5496	Cell Phone:		Fax:
Email Address: twilson@garnettks.net			

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term ending on April 30, 2027.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 25 day of February, 2025.

____
City Clerk

Garnett, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
Email: ferguson@kmea.com Fax: 913-677-0804

RESOLUTION NO. 2025-6

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

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

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

(b) The current rates are provided in Schedule WP-OCA – Wholesale Power Service Outside Control Area contained in 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 20^{th} 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 19^{th} 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: Kyle 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:	**GRAND RIVER DAM AUTHORITY**
Donna M. Jones	By: Kevin Easley
By: Donna M. Jones	Kevin Easley
Title: Secretary	Title: Chief Executive Officer
	Date: 11-10-09

ATTEST:	**KANSAS MUNICIPAL ENERGY AGENCY**
Diann Burress	By: Jan Wade
By: DIANN BURRESS	Title: General Manager
Title: Director, Member Services	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 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.

Effective June 1, 2010

Augusta, KS

Baldwin City, KS

Beloit, KS.................... added October 2007

~~Burlington, KS~~ .... removed June 2010

Ellinwood, KS

Erie, KS

Fredonia, KS

Gardner, KS

Garnett, KS

Girard, KS

Hoisington, KS

Holton, KS

Horton, KS .... added April 2009

~~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)

____

INDEPENDENT CONSULTANT AGREEMENT

The City of Garnett, KS (OWNER) and Preferred Consulting Services, LLC ("Consultant") agree that OWNER desires to engage Consultant's services to advise the OWNER and Consultant desires to provide such services, under the terms and conditions set forth below.

1. **Term of the Agreem**ent. This Agreement shall become effective on January 1, 2025 and shall remain in effect until 60 days after the successful start-up of the existing upgraded or new water treatment facilities, unless terminated sooner under the provisions set forth in section 9 of this Agreement.

2. **Services to be Performed**. The Consultant shall provide the following services associated with the proposed upgradation or new water treatment facilities:

   - Be the Owner's independent official representative on the water plant project at all meetings to protect the interests of the Owner.
   - Ensure work is completed by engineering firms with Prudent Utility Practices from pre-design, design, bid documents, construction management to successful startup of the water treatment facilities.
   - Assess and recommend to the Owner the most cost effective and feasible treatment technologies based on the review of the raw water quality of source water. Consultant shall ensure that the recommended treatment processes shall be cost-effective and meet the Kansas Department of Health and Environment (KDHE) requirements and more specifically a 1 log additional removal of cryptosporidium of the Enhanced Surface Water Treatment Rule (ESWTR).
   - Issue request for proposals for engineering services, evaluate the proposals and make a written recommendation to the Owner.
   - Represent City at meetings with regulatory agencies, engineering firms and contractors during the design, pre-bid and construction phases of the project.
   - Monitor the progress of the project for completion on a timely basis as agreed upon with KDHE by all parties involved.
   - Provide written monthly updates to the designated representative of the Owner.
   - Evaluate the various bids and/or quotes received on various equipment and/or construction and make a written recommendation.
   - Conduct site visits to Garnett, KS as needed or requested by the Owner.
   - Assist in obtaining all necessary approvals from the regulatory agencies for timely completion of the project.
   - Meet with personnel of the regulatory agencies as needed and requested.
   - Attend City council meetings as requested by the Owner.
   - Ensure the best efforts are used to complete the water treatment project within 10% of the allocated budget and funding available through grants and loans to the Owner.
   - Inform the Owner of any uncommon or unexpected situations that occur during all phases of the project in writing.
   - Any other work necessary to complete the water treatment plant project.

3. **Communications**. Consultant is responsible for reporting to the City Manager of the Owner on a regular basis and at least twice a month.

4. **Payment**. In consideration for the services performed pursuant to this Agreement, OWNER will pay Consultant for $ 6,000 (United States Dollar six thousand only) per month. Payment shall be made by the 15th of each month for the invoice received from consultant. Payment shall be mailed to the Consultant's address on file or ACH to Consultant account. Payments not made within 60 days of the due date will incur an interest rate of 1.0% per month.

5. **Expenses**. The expenses such as travel, lodging, mileage, computer use, and meals will be invoiced monthly at cost and with no mark-up.

6. **Independent Consultant Status and Taxes**. Consultant is an independent contractor and not an employee of OWNER. Consultant is not entitled to, and will not receive, any benefits or indirect compensation under the terms of this Agreement. " All taxes, federal, state or local, together with all governmental filings related thereto which arise out of the performance of Consultant's services or which arise as a result of the compensation paid under this Agreement are the sole responsibility of Consultant.

7. **Insurance.** Consultant agrees OWNER shall not be responsible for obtaining or paying for worker's compensation insurance, unemployment insurance, or any other insurance including but not limited to, general liability insurance, professional liability insurance and motor vehicle insurance on behalf of Consultant. Consultant agrees, during the term of this Agreement, to maintain, at Consultant's expense, all necessary insurance including, but not limited to, the following: a general liability policy with a carrier in a reasonable amount satisfactory to both parties. Consultant agrees to provide OWNER with a certificate of insurance prior to performing any services under this Agreement.

8. **Indemnification.** Consultant and OWNER agrees to indemnify, defend and hold harmless each other from any and all liability asserted against or incurred by either party resulting from, arising out of or in connection with:

    i. The breach by Consultant of any provision of this Agreement;

    ii. Any activity or proceeding for enforcement of the terms of this Agreement commenced by OWNER; and

    iii. Any OWNER liability for benefit costs or taxes as a result of Consultant's services provided pursuant to this Agreement.

9. **Termination of this Agreement.** This Agreement may be terminated under the following conditions:

    i. By mutual agreement of the parties. If the parties agree to mutually terminate the agreement, any further payments would be based on the written agreement of the parties.

    ii. At any time with 90 days' notice by either party.

11. **Choice of Law.** This Agreement is governed by the laws of the State of Kansas.

12. **Entire Agreement and Severability.** This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written agreements, understandings and negotiations and this Agreement may be modified or amended only by a writing signed by both OWNER and the Consultant. In the event any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such portion or portions of the Agreement shall be removed and all remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement on the ___ day of January 27, 2025.

CONSULTANT	**CITY OF GARNETT, KS**
______________________________	______________________________
Nilaksh Kothari	Travis Wilson
Preferred Consulting Services, LLC	City Manager
3512 Briarwood Lane,	131W. 5th Avenue
Manitowoc, WI 54220	Garnett, KS 66032
920 860 9898	785 448 5496
nkothari@preferredconsultingllc.com	twilson@garnettks.net
FEIN: 81-2398343	

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

City of Garnett

[Participating Employer]

ADMINISTRATOR

Kansas Public Employees Retirement System
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166
Facsimile: 785-296-6638

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

RESOLUTION

WHEREAS, the City of Garnett of Garnett, Kansas, (hereinafter referred to as the "Participating Employer") has determined that in, the interest of attracting and retaining qualified employees, it wishes to offer a primary or a supplemental defined contribution plan in accordance with Section 401(a) of the Internal Revenue Code ("Code");

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering its employees the State of Kansas ("State") Public Employees Deferred Compensation Plan as authorized by K.S.A. 74-49b01, *et seq.*, of the Kansas Statutes Annotated;

WHEREAS, the State's Public Employees Deferred Compensation Plan is intended to be an eligible deferred compensation plan in accordance with Code section 457(b) (the "457 Plan");

WHEREAS, the 457 Plan is administered by Kansas Public Employees Retirement System ("KPERS") Board of Trustees;

WHEREAS, on July 1, 2016, the State authorized KPERS to establish a qualified defined contribution plan under Code section 401(a) for local governmental units of the State to make defined contributions on behalf of their employees;

WHEREAS, accordingly, KPERS has established the KPERS' Supplemental Defined Contribution Plan (the "Plan") in which the local governmental units of the State may participate;

WHEREAS, the Plan is intended to be a qualified, governmental defined contribution plan in accordance with Code sections 401(a) and 414(d);

WHEREAS, the Plan is administered by KPERS;

WHEREAS, the Plan is only available to participating employers who also are participating in the State's 457 Plan;

WHEREAS, the Participating Employer has reviewed the Plan;

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs of offering a retirement plan to its employees, afford attractive investment opportunities to its employees, and encourage additional retirement savings by its employees;

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the City of Garnett ("Participating Employer") is authorized by law to adopt this Resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and Trust Agreement for its Employees.

Section 2. The Participating Employer acknowledges that KPERS, including KPERS' Board of Trustees ("KPERS' Board"), are only responsible for this Plan, the 457 Plan established under K.S.A. 74-49b01, *et seq.* and the defined benefit retirement systems created under K.S.A. 74-4903. However, neither KPERS nor the KPERS Board shall have any responsibility for other employee benefit plans separately maintained and/or established by the Participating Employer. Further, the Participating Employer acknowledges and agrees that it assumes full responsibility for the operation and administration of its obligations under the Plan, in accordance with Section 4(c) of this Resolution, its status as a joint trustee of the Plan and the trust, including, but not limited to, as a party to the Trust Agreement with Wells Fargo Bank, National Association ("Trust Agreement") and any legal obligations thereunder. The participating employer also acknowledges and agrees that neither the State nor KPERS shall incur any liability by reason of this Resolution or the Adoption Agreement which is attached hereto and made a part of this Resolution ("Adoption Agreement");

Section 3. The Participating Employer hereby agrees to and adopts the terms of the Plan and the Adoption Agreement. The Plan and Adoption Agreement set forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or applicable federal law including, but not limited to, Code section 401(a), or other applicable law and is approved by KPERS and the Plan's Administrative Service Provider.

Section 4.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust Agreement, including amendments to the Plan and the Trust Agreement, all investment, administrative, and other service agreements of the Plan and the Trust

Agreement, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by KPERS and any services provided by the Plan's Administrative Service Provider in accordance with the Trust Agreement. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Members' accounts.

(c) The Participating Employer shall be a joint trustee with KPERS under the Trust Agreement.

(d) The Participating Employer shall indemnify and hold harmless KPERS from and against any claims and/or damages arising from, or related to any actions taken by or information reported by the Participating Employer to either KPERS or the Administrative Services Provider, including, but not limited to, actions or information regarding the employment status and/or termination of an Employee.

(e) The Participating Employer shall allow KPERS and/or the Administrative Services Provider reasonable access to Employees to assist with enrollment and/or retirement planning counseling.

<u>Section 5.</u>

(a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

KPERS shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Members will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Board may involuntarily terminate the Plan.

(c) The Participating Employer acknowledges and agrees that it shall be responsible to fund any accrued liabilities under the Plan in the event of either: i) its voluntary termination of participation in the Plan, or ii) the involuntary termination of the Plan by KPERS.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Members and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and their Beneficiaries and for defraying reasonable expenses of the Plan. All contributions made pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred pursuant to the Trust Agreement to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This Resolution and the Adoption Agreement shall be submitted to KPERS for its approval. KPERS shall determine whether the Resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. KPERS may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Participating Employer hereby acknowledges that it is responsible to assure that this Resolution and the Adoption Agreement are adopted an ... th the requirements of applicable law.

City Clerk can sign + date

↓

Adopted b ... r on ________________, 20____, in accordance with applicable l ...

By: ________________________________
Signature

____
Name and Title

Attest: ________________________

Date: ________________________

Participating Employer should assure that all applicable law is followed in the adoption and execution of this resolution.]

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

ADOPTION AGREEMENT

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERS")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166

PARTICIPATING EMPLOYER

Name: City of Garnett

Taxpayer Identification Number ("TIN"): 48-6037429

Address: 131 W 5th Ave, Garnett, KS 66032

Phone: 785-448-5496 ext 9

Facsimile: --

E-mail: mhill@garnettks.net

Person Authorized to receive Official Notices from the Plan or KPERS: Monica Hill

Title: HR Director

Address: 131 W 5th Ave, Garnett, KS 66032

Phone: 785-448-5496 ext 9

Email: mhill@garnettks.net

The Participating Employer is required to update this contact information with KPERS and the Administrative Services Provider if there are any changes related to either the Authorized Representative or his/her contact information.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

TYPE OF ADOPTION

This Adoption Agreement is for the purpose of the Participating Employer to participate in the KPERS' Supplemental Defined Contribution Plan (the "Plan") as follows (**check one**):

☑ **Initial Adoption**

This is a new adoption by the Participating Employer for its Employees and the effective date shall be the first day of February 14 , 2025 . The Participating Employer's adoption of this Plan does not replace or restate an existing qualified defined contribution plan.

☐ **Restatement of Pre-existing Plan**

This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be ______________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on ____________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ **Amended Adoption**

This is an amendment of an existing Adoption Agreement (reference number ________, if applicable) and the Effective Date shall be the first day of ____________, 20___. **Note**: Any amended Adoption Agreement shall not be effective unless it has been accepted and approved by KPERS.

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections an Adoption Agreement between the Participating Employer and KPERS.

☐ This is to separate Employees from an existing division participating in the Plan into a new division, and the effective date shall be the first day of ____________, 20___.

☐ This is to merge the following divisions currently participating in the Plan into the following division or group: ______________________.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

☐ **Participating Employer Disclosures**

☑ This is a new defined contribution plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing defined contribution plan.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer the effective date of which shall be ______________. This agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, which became effective on ____________. The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the pre-existing plan meet all applicable state and federal requirements.

☐ This is an amendment of the Adoption Agreement to this Plan previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more departments or classes of Employees.
- ☐ Other (**please specify**): ____
  ____
  ____

DISCLOSURE OF OTHER QUALIFIED DEFINED CONTRIBUTION PLAN(S)

The Participating Employer ☑ **does** or ☐ **does not** have an existing, qualified defined contribution plan. If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name and the name of the plan provider below, and all such other relevant information requested by KPERS and/or the Administrative Service Provider.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

Plan Name(s) KPERS 457

Plan Provider(s) Empower

This **is** ☐ or **is not** ☑ the only retirement plan for the Employees of the Participating Employer. **Note:** If so, is this Plan intended to be a qualified Social Security Replacement Plan for the Participating Employer? ☐ **Yes** or ☐ **No**

VERY IMPORTANT: All eligible plans of a Participating Employer must be aggregated for purposes of compliance with certain requirements under the Internal Revenue Code ("Code"). Thus, if a Participating Employer has more than one defined contribution plan, the Participating Employer is responsible for ensuring that all of its aggregated plans comply with applicable Code requirements.

PLAN YEAR

For purposes of this Plan, Plan Year is the twelve month period ending on December 31.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

☐ Weekly ☐ Semi-Monthly
☑ Bi-Weekly ☐ Monthly
☐ Other (must specify):

Contributions for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Deferral Agreement for the State of Kansas Public Employees Deferred Compensation Plan before the beginning of such month where such deferrals are required as a condition for a matching contribution.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

EMPLOYEE PARTICIPATION

☐ **Employee Participation**

The Employer shall provide KPERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as well as any other information requested by KPERS for purposes of this Plan.

☑ **Eligible Employees**

The following Employees of the Participating Employer shall participate in the KPERS Supplemental Defined Contribution Plan:

- ☐ All Employees
- ☐ Only Employees who are Participants in the State of Kansas Public Employees Deferred Compensation Plan ("457 Plan")
- ☑ Other (**please specify by division or group**): ____________ The Position of City of Manager

NORMAL RETIREMENT AGE

Normal Retirement Age (presumed to be age 62 unless otherwise specified) ____________

If an Employee is still employed with the Participating Employer at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

VESTING

Vesting (Check one):

☑ Immediate

☐ Cliff Vesting (fully vested after below number years of service)
☐ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years

☐ Grade Vesting

_____ % after 1 year of service
_____ % after 2 years of service
_____ % after 3 years of service (min 25%)
_____ % after 4 years of service (min 50%)
_____ % after 5 years of service (min 75%)
_____ % after 6 years of service (min 100%)

☐ Other graded vesting schedule (**please specify**): ____________________
____
____
____

Vesting will be credited using (check one):

☐ Elapsed time method – Members will be credited with one vesting year for each 12 months of continuous employment from the date of hire.

☐ Hours reported method – Members will be credited with one vesting year for each calendar year in which ____ hours are worked

☐ Other (**please specify**): ____________________
____
____
____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

In the event of disability or death, a Member's (or his/her Beneficiary's) entire account in the Plan shall be 100% vested, to the extent that the balance of such account has not previously been vested or forfeited.

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer that is intended to replace and serve as an amendment and restatement of the Participating Employer's pre-existing plan, and therefore, prior service with the pre-existing plan will apply for vesting purposes.

CONTRIBUTIONS

Employer Contributions

a. Calculation and Contribution Frequency

☐ Weekly ☐ Bi-Weekly

☐ Monthly ☑ Annual

b. Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

☐ Percentage: Employer contributions will be _______% of the Employee's Compensation

☐ Dollar: Employer contributions will be $_________ per payroll period/per month/per year.

☐ Matching: The Employer contributions will match the Employee's pre-tax and Roth contributions to the 457 Plan (up to the amount of $_________ per payroll period/per month/per year or ____% of Compensation)

☑ Flat: The Employer will contribute the amount of $____________ per payroll period/per month/per year or ____% of Compensation on behalf of the Employee (if the Employee contributes at least $_____________ to the KPERS 457 plan in a calendar year)

☑ Other: See Addendum AA-16

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

Employee Contributions

Employees of the Participating Employer ☐ **shall** ☑ **shall not** contribute to the Plan

If Employees of the Participating Employer are required to contribute to the Plan, the mandatory employee contribution shall be ______% of compensation. **Note:** Additional forms and/or information may be required by KPERS. If Employees shall be required to make contributions to the Plan, such contributions shall be picked-up in accordance with K.S.A. 74-4919(2).

If there will be Employee Contributions in the Plan, Employees are fully vested in their individual contributions.

Contributions shall first be remitted under this Adoption Agreement as follows:

☐ Within 15 business days after the Payroll Period ending __________, __________.

☐ Other (must specify) ____.

☐ In the case of an amendment to an existing Adoption Agreement, contributions shall continue on the existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted on ______________________________.

ROLLOVER

Rollovers from qualified plans to this Plan ☐ **are** ☑ **are not** permitted.

COMPENSATION

Compensation for purposes of the Plan shall be as defined by K.S.A. 74-4902(9).

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Member's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Member while the Member continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

☑ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement" below).

☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Member's severance from employment; and 2) absent a severance from employment, they would have been paid to the Member while the Member continued in employment with the Participating Employer (check all that apply):

- ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Member's regular working hours
- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Member's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued
- ☐ Other: ______________________________

  ____

  ____

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt a new Adoption Agreement and forward it to KPERS for approval. The new Adoption Agreement is not effective until approved by KPERS and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

KPERS IS THE PLAN ADMINISTRATOR

The Participating Employer hereby agrees to the provisions of the KPERS Supplemental Defined Contribution Plan Adoption Agreement and appoints KPERS as the Plan Administrator pursuant to the terms and conditions of the KPERS Supplemental Defined Contribution Plan.

ENFORCEMENT

The Participating Employer acknowledges that contributions must be submitted to KPERS in accordance with the Plan and K.S.A. 74-4920(16). The Participating Employer acknowledges that any late or missed contributions will be required to be made up, including applicable interest. In accordance with the Internal Revenue Code, should the Participating Employer fail to make its required contribution(s) when due, KPERS shall implement applicable interest charges in accordance with K.S.A. 16-204(a), and may result in KPERS deducting such amounts from any other moneys payable to such Participating Employer by any department or agency in the State of Kansas.

THE STATE OF KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM SUPPLEMENTAL DEFINED CONTRIBUTION PLAN

Resolution and Adoption Agreement

EXECUTION BY PARTICIPATING EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the ______ day of ________________, 20___, by the ____________________.

Signed:____

Printed Name:__________________________________

Title:____

Date of Signature:______________________________

KPERS' APPROVAL

The Adoption Agreement is approved by KPERS.

Dated:_________________________ By:____

Title:____
on behalf of KPERS

KPERS Legal has given their pre-approval

Len Lehmann will turn this in to KPERS

Addendum to Employer Contributions on Page AA-11

b) Flat: Employer contributions will be made based on the following schedule:

- 3% in 2025
- 4% in 2026
- 5% in 2027 and beyond (5% maximum)

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Commercial Aquatic Equipment

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United Industries, Inc.
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Sterling, KS 67579
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Fx: 800-500-3115 620-278-3115
www.swimtime.com

PROPOSAL

Proposal Number: **W15522 R1**	Date: **2/20/25**
Proposal To: **Travis Wilson**	
Job Reference: **Garnett Pool—Filter Replacement**	Bid Date: **6/12/24**

Sect	Qty	Part Number	Description
			FIBERGLASS FILTER OPTION:
	2	F142846W	42" O.D. High Rate Horizontal Sand Filter with a total filtering capacity of 900 gallons per minute, at a design flow rate of 15 gpm per square foot of filter surface area, complete with the following: a. National Sanitation Foundation Listed; b. Fiberglass construction, American manufacture; c. Internal distribution and collection headers and laterals, SCH 80 PVC; d. Access manway, 16" round; e. Tank drain, 2", with media retainer; f. Bolts, nuts, washers;
	1	Z710061	Face piping, dual tank, SCH 80 PVC, 6” flanged, 4 each Bray lug butterfly valves, with SS dual lever linkages, gaskets, SS hardware;
	2	F140000	Manual air release valve, 3/4” with SCH 80 PVC piping;
	1	P181040	Influent and effluent pressure gauges set in a common panel;
	1	P180989	Backwash sight glass, 1-1/2”, SS;
	68	P166010	Fine sand, 0.45 - 0.55 mm, 100 pound bags;
			TOTAL FOR FIBERGLASS FILTER OPTION = $50,334

In accordance with: **Sizing based on existing pool filters, standard warranty 15 years either option; REV 1—update pricing**	
Price: **Per option, does not include installation**	FOB: **Destination**
Delivery: **14-18 weeks for fiberglass; 16-20 weeks for steel**	

THIS PROPOSAL IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE LAST PAGE.

Accepted for purchaser on: ___________________, 20___

Name of Purchaser

Signature and Title of Purchaser

Submitted by: Aaron Ball

Approved by: *Aaron Ball*

Authorized Official

PROPOSAL

Proposal Number: **15522 R1**			Page 2
Sect	**Qty**	**Part Number**	**Description**
			STEEL FILTER OPTION:
	1	P251026	102" O.D. High Rate Vertical Carbon Steel Pressure Sand Filter with a total filtering capacity of 941 gallons per minute, at a design flow rate of 15 gpm per square foot of filter surface area, complete with the following: a. National Sanitation Foundation Listed; b. Heads / side sheets 1/4" thick mild carbon steel, American manufacture; c. 60-90 mil "Uniflex" heat-set solid PVC interior tank lining after near white sandblast; d. Exterior coating of red shop primer; e. Internal distribution and collection headers, SCH 80 PVC; f. Access manway, 24" round; g. Tank drain, 1-1/2", with media retainer; h. Adjustable jack legs, 6 per tank; i. Bolts, nuts, washers; j. Replaceable sacrificial anode;
	1	M715382	Set of laterals—102", SCH 80 PVC, 1-1/2", slotted, NSF (shipped loose for field install);
	1	Z710065	Face piping, SCH 80 PVC, 6" flanged, 4 each Bray lug butterfly valves, with SS single lever linkage, gaskets, SS hardware;
	1	M7002M	Manual air release valve, 1/2", with SCH 80 PVC piping;
	1	P181040	Influent and effluent pressure gauges set in a common panel;
	1	P180989	Backwash sight glass, 1-1/2", SS;
	94	P166010	Fine sand, 0.45 - 0.55 mm, 100 pound bags;
	19	P166050	Gravel, 1/8" - 1/4", 100 pound bags;
	96	P166090	Rock, 1/4" - 1/2", 100 pound bags (includes 50 bags for fill below laterals);
			TOTAL FOR STEEL FILTER OPTION = <u>$32,868</u>

PROPOSAL

ACCEPTANCE: This proposal is subject to acceptance by Purchaser within 30 days from date hereof.

TERMS: Subject to approval of Purchaser's credit by Seller's home office, the terms of payment shall be net cash 30 days from date of invoice, title to remain in us until the equipment is paid for in full. Upon our failure to receive payment as provided herein, Seller may, without notice, enter the premises wherein the apparatus or equipment is installed and remove same. It is agreed that in such case any partial amount paid on total purchase price shall be forfeited to the Seller as rent for and damages to said apparatus or equipment during the use and enjoyment of same by the Purchaser. Any Federal, State and local sales, use and excise taxes covering the apparatus or equipment herein or levied because of this transaction are to be added to the total price of this proposal and paid by the Purchaser. Accounts over 30 days old shall be required to pay interest at a rate of 1-1/2% per month on the unpaid balance, or 18% per annum.

GUARANTEE AND WARRANTY: Seller warrants for a period of one year after shipment that the apparatus of its manufacture is free from defects in workmanship and materials but its liability is limited to the replacement f.o.b. point of manufacture, of the defective parts thereof. Seller shall not be liable for any direct or consequential damages arising from the sale or use of the apparatus or equipment other than as expressly provided herein.

FORCE MAJEURE: The furnishing of equipment is subject to delay and cancellation caused by war, accidents, strikes, inability to secure labor and raw materials, fires, embargoes, car shortages, delays in transportation, governmental restraints of any kind and all other causes, whether of the same or of a different class, affecting the production or delivery of the whole or any constituent part thereof.

SUPERVISION: This contract does not include supervision of installation unless specifically called for in the written proposal.

INSTALLATION: This contract does not include installation of any material unless specifically called for in the written proposal.

CONTRACT: This proposal and the Purchaser's acceptance shall not become a contract until approved by the Seller's authorized official and when so approved shall constitute the entire agreement between the parties hereto, it being expressly understood that there are no express or implied warranties, representations, commitments or statements made by Seller or any of its agents, servants or employees except as provided herein.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
REVENUES	GENERAL	CONFLUENCE VENTURES LLC	MID RFD	200,000.00
			TOTAL:	200,000.00
GOVERNMENT ADMINISTRAT	GENERAL	AMERICAN SOLUTIONS FOR BUSINESS	TAX FORMS	94.93
		ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING JAN 2025	315.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	83.46
			MOBIL 1 5W-30	53.61
		THE LAW OFFICE OF JACK J HOBBS	CASE#24-0562 BOWEN	250.00
		JONES, BRANDON L	FEBRUARY DOCKET	1,150.00
		DAZZEE IT SERVICES	SECURITY	995.00
		LEAGUE OF KANSAS MUNICIPALITIES	1ST AMEND WEBINAR (4)	100.00
			1ST AMEND WEBINAR - ATTORN	25.00
		NAVRAT'S	COPY PAPER	138.19
		WOLKEN PLBG. & ELECTRIC, INC.	HEATER AT CITY HALL	449.84
			TOTAL:	3,655.03
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	BOARD DOG ADOPTED	48.00
			AFTER HR ER/BOARD DOG	177.00
			BOARD/RABIES DOG	89.00
			FELINE GROUP CREMATION	65.00
			BOARD ADOPTED DOG	78.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	82.31
			MOBIL 1 5W-30	107.23
		NAVRAT'S	COPY PAPER	53.35
			OFFSET PAPER (10)	134.50
			TOTAL:	834.39
PARKS, RECREATION & CE	GENERAL	ADVANTAGE COMPUTER ENTERPRISES INC	PARK/REC TOWER	999.00
		GARNETT HOME CENTER	CORD WHEEL	14.99
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	125.77
			FUEL	32.35
			MOBIL 1 5W-30	250.20
		HARCO ATHLETIC RECONDITIONING, INC	HELMET, CHIN STRAP, JAW PA	1,875.00
		NAVRAT'S	COPY PAPER	16.98
		VYVE BROADBAND	VYVE PARKS	29.95
			VYVE PARKS	68.38
			VYVE REC CENTER	103.93
			VYVE REC CENTER	149.01
			TOTAL:	3,665.56
STREET & STORMWATER	GENERAL	HAMPEL OIL DISTRIBUTORS, INC.	FUEL	494.65
			FUEL	904.44
			FUEL	161.64
			FUEL	10.17
			MOBIL 1 5W-30	142.97
		KIMBALL MIDWEST	KIMBALL MIDWEST	679.32
		NAVRAT'S	COPY PAPER	3.40
		QUALITY AUTOMOTIVE EQUIPMENT AND SERVI	ALI LIFT INSPECTIONS	471.00
		ST LUKES HEALTH SYSTEM	EMP TESTING - WEST	138.00
			TOTAL:	3,005.59
MUNICIPAL AIRPORT	AIRPORT	HAMPEL OIL DISTRIBUTORS, INC.	MOBIL 1 5W-30	375.29
		MOORE PROPANE, INC	270 GAL PROPANE	445.50
			TOTAL:	820.79
LIBRARY	LIBRARY	BAKER & TAYL0R BOOKS	BOOK ORDER	269.37

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BOOK ORDER	181.10
			BOOK ORDER	280.03
			BOOK ORDER	120.33
		CENTER POINT LARGE PRINT	BOOK ORDER	93.48
		KANSAS CITY STAR	KC STAR SUBSCRIPTION	187.28
			TOTAL:	1,131.59
FIRE DEPARTMENT	PUBLIC SAFETY	TG TECHNICAL SERVICES, LLC	TG TECH FIELD CALIBRATION	195.00
		MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL CARD	280.69
		RICHMOND BODY WORKS LLC	2008 FIRE TRUCK	12,972.80
			TOTAL:	13,448.49
POLICE DEPARTMENT	PUBLIC SAFETY	DIGITAL CONNECTIONS, INC.	POLICE COPIES	9.08
		BAYSINGERS UNIFORM & EQUIPMENT	SPIEWAK, PATCH, FLAG	167.97
			TACTICAL PANT (2)	61.98
		MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL CARD	1,932.57
		RICHMOND BODY WORKS LLC	WINDSHIELD 2018 FORD	456.25
			TOTAL:	2,627.85
ELECTRIC PRODUCTION	ELECTRIC	HAMPEL OIL DISTRIBUTORS, INC.	FUEL	35.80
			MOBIL 1 5W-30	53.61
		PIONEER RESEARCH	BLAST	692.88
			TOTAL:	782.29
ELECTRIC DISTRIBUTION	ELECTRIC	GARNETT HOME CENTER	WIRE HOLDER	27.99
			BOLTS/SCREWS	1.15
			PTFE TAPE	1.29
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	230.48
			FUEL	509.63
			FUEL	125.53
			FUEL	20.29
			MOBIL 1 5W-30	214.45
		STANION WHOLESALE ELECT. CO.	AERIAL APRON W/HOT STICK P	202.05
			TOTAL:	1,332.86
GAS	GAS	FIDELIS ENERGY GROUP, LLC	GAS PURHCASE-JAN	116,718.72
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	114.09
			FUEL	41.50
			MOBIL 1 5W-30	107.23
		NAVRAT'S	COPY PAPER	3.40
		UTILITY SAFETY AND DESIGN, INC.	JANUARY OPERATING AGREEMT	8,200.00
			TOTAL:	125,184.94
SANITATION	SANITATION	GRAINGER	HEATER	415.99
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	87.67
			FUEL	1,339.16
			FUEL	238.12
			MOBIL 1 5W-30	214.45
		CEDAR VALLEY TIRE & AUTO SERVICE, LLC	2017 FRTLINER HEATER	2,447.50
		NAVRAT'S	COPY PAPER	3.40
			TOTAL:	4,746.29
WASTEWATER	WASTEWATER	ALLEN COUNTY PUBLIC WORKS	SLUDGE	2,147.08
			SLUDGE 220800-220918	1,401.40
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL	212.10
			FUEL	256.32

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			FUEL	28.56
			MOBIL 1 5W-30	107.23
		NAVRAT'S	COPY PAPER	3.40_
			TOTAL:	4,156.09
WATER	WATER	HAMPEL OIL DISTRIBUTORS, INC.	FUEL	114.09
			FUEL	82.31
			FUEL	41.50
			MOBIL 1 5W-30	160.84
		HAWKINS, INC.	CHEMICALS	11,474.68
			SODIUM/DELDRUM	133.39
			CHLORINE CYLINDER	10.00
		MCCLURE ENGINEERING	WATER TREATMENT PLANT PER	3,312.50
		MICRO-COMM, INC.	TELEMETRY SERV CONTRACT	4,250.00
		NAVRAT'S	COPY PAPER	3.40_
			TOTAL:	19,582.71
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	HAMPEL OIL DISTRIBUTORS, INC.	FUEL	95.14
		NAVRAT'S	COPY PAPER	16.98_
			TOTAL:	112.12
PARKSIDE #1	PARKSIDE #1	A&H AIR CONDITIONAND AND HEATING, INC	APT 105 WATER LEAK FINAL	3,500.00_
			TOTAL:	3,500.00
PARKSIDE #2	PARKSIDE #2	WOLKEN PLBG. & ELECTRIC, INC.	CLEAN PILOT ASSEMBLY APT10	109.00_
			TOTAL:	109.00
PARK PLAZA NORTH	PARK PLAZA NORTH	C.E.S.	LED EMER EXIT/ COMBO	257.94_
			TOTAL:	257.94
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	VEOLIA WATER TECHNOLOGIES	PROGRAMMING, REMOTE	366.00
			UV PLC REPLACEMT/BACKUP UP	27,000.00_
			TOTAL:	27,366.00
EQUIPMENT RESERVES	EQUIPMENT RESERVE	MUNICIPAL EMERGENCY SERVICES	AIRPACK & CYLINDER W/SNAP	180,326.04_
			TOTAL:	180,326.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_

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

101	GENERAL	211,160.57
102	AIRPORT	820.79
104	LIBRARY	1,131.59
105	PUBLIC SAFETY	16,076.34
109	ELECTRIC	2,115.15
110	GAS	125,184.94
111	SANITATION	4,746.29
112	WASTEWATER	4,156.09
113	WATER	19,582.71
114	ECONOMIC DEVELOPMENT	112.12
115	PARKSIDE #1	3,500.00
116	PARKSIDE #2	109.00
117	PARK PLAZA NORTH	257.94
118	CAPITAL IMPROVEMENT	27,366.00
119	EQUIPMENT RESERVE	180,326.04
	GRAND TOTAL:	596,645.57

TOTAL PAGES: 4

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
A&H AIR CONDITIONAND AND HEATING, INC	APT 105 WATER LEAK FINAL	PARKSIDE #1	PARKSIDE #1	3,500.00_
			TOTAL:	3,500.00
ADVANTAGE COMPUTER ENTERPRISES INC	PARK/REC TOWER	GENERAL	PARKS, RECREATION & CE	999.00_
			TOTAL:	999.00
ALLEN COUNTY PUBLIC WORKS	SLUDGE	WASTEWATER	WASTEWATER	2,147.08
	SLUDGE 220800-220918	WASTEWATER	WASTEWATER	1,401.40_
			TOTAL:	3,548.48
AMERICAN SOLUTIONS FOR BUSINESS	TAX FORMS	GENERAL	GOVERNMENT ADMINISTRAT	94.93_
			TOTAL:	94.93
ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING JAN 2025	GENERAL	GOVERNMENT ADMINISTRAT	315.00_
			TOTAL:	315.00
BAKER & TAYL0R BOOKS	BOOK ORDER	LIBRARY	LIBRARY	269.37
	BOOK ORDER	LIBRARY	LIBRARY	181.10
	BOOK ORDER	LIBRARY	LIBRARY	280.03
	BOOK ORDER	LIBRARY	LIBRARY	120.33_
			TOTAL:	850.83
BAYSINGERS UNIFORM & EQUIPMENT	SPIEWAK, PATCH, FLAG	PUBLIC SAFETY	POLICE DEPARTMENT	167.97
	TACTICAL PANT (2)	PUBLIC SAFETY	POLICE DEPARTMENT	61.98_
			TOTAL:	229.95
C.E.S.	LED EMER EXIT/ COMBO	PARK PLAZA NORTH	PARK PLAZA NORTH	257.94_
			TOTAL:	257.94
CEDAR VALLEY TIRE & AUTO SERVICE, LLC	2017 FRTLINER HEATER	SANITATION	SANITATION	2,447.50_
			TOTAL:	2,447.50
CENTER POINT LARGE PRINT	BOOK ORDER	LIBRARY	LIBRARY	93.48_
			TOTAL:	93.48
CONFLUENCE VENTURES LLC	MID RFD	GENERAL	REVENUES	200,000.00_
			TOTAL:	200,000.00
COUNTRYSIDE VET CLINIC, INC.	BOARD DOG ADOPTED	GENERAL	COMMUNITY DEVELOPMENT	48.00
	AFTER HR ER/BOARD DOG	GENERAL	COMMUNITY DEVELOPMENT	177.00
	BOARD/RABIES DOG	GENERAL	COMMUNITY DEVELOPMENT	89.00
	FELINE GROUP CREMATION	GENERAL	COMMUNITY DEVELOPMENT	65.00
	BOARD ADOPTED DOG	GENERAL	COMMUNITY DEVELOPMENT	78.00_
			TOTAL:	457.00
DAZZEE IT SERVICES	SECURITY	GENERAL	GOVERNMENT ADMINISTRAT	995.00_
			TOTAL:	995.00
DIGITAL CONNECTIONS, INC.	POLICE COPIES	PUBLIC SAFETY	POLICE DEPARTMENT	9.08_
			TOTAL:	9.08
FIDELIS ENERGY GROUP, LLC	GAS PURHCASE-JAN	GAS	GAS	116,718.72_
			TOTAL:	116,718.72
GARNETT HOME CENTER	CORD WHEEL	GENERAL	PARKS, RECREATION & CE	14.99
	WIRE HOLDER	ELECTRIC	ELECTRIC DISTRIBUTION	27.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BOLTS/SCREWS	ELECTRIC	ELECTRIC DISTRIBUTION	1.15
	PTFE TAPE	ELECTRIC	ELECTRIC DISTRIBUTION	1.29
			TOTAL:	45.42
GRAINGER	HEATER	SANITATION	SANITATION	415.99
			TOTAL:	415.99
HAMPEL OIL DISTRIBUTORS, INC.	FUEL	GENERAL	GOVERNMENT ADMINISTRAT	83.46
	MOBIL 1 5W-30	GENERAL	GOVERNMENT ADMINISTRAT	53.61
	FUEL	GENERAL	COMMUNITY DEVELOPMENT	82.31
	MOBIL 1 5W-30	GENERAL	COMMUNITY DEVELOPMENT	107.23
	FUEL	GENERAL	PARKS, RECREATION & CE	125.77
	FUEL	GENERAL	PARKS, RECREATION & CE	32.35
	MOBIL 1 5W-30	GENERAL	PARKS, RECREATION & CE	250.20
	FUEL	GENERAL	STREET & STORMWATER	494.65
	FUEL	GENERAL	STREET & STORMWATER	904.44
	FUEL	GENERAL	STREET & STORMWATER	161.64
	FUEL	GENERAL	STREET & STORMWATER	10.17
	MOBIL 1 5W-30	GENERAL	STREET & STORMWATER	142.97
	MOBIL 1 5W-30	AIRPORT	MUNICIPAL AIRPORT	375.29
	FUEL	ELECTRIC	ELECTRIC PRODUCTION	35.80
	MOBIL 1 5W-30	ELECTRIC	ELECTRIC PRODUCTION	53.61
	FUEL	ELECTRIC	ELECTRIC DISTRIBUTION	230.48
	FUEL	ELECTRIC	ELECTRIC DISTRIBUTION	509.63
	FUEL	ELECTRIC	ELECTRIC DISTRIBUTION	125.53
	FUEL	ELECTRIC	ELECTRIC DISTRIBUTION	20.29
	MOBIL 1 5W-30	ELECTRIC	ELECTRIC DISTRIBUTION	214.45
	FUEL	GAS	GAS	114.09
	FUEL	GAS	GAS	41.50
	MOBIL 1 5W-30	GAS	GAS	107.23
	FUEL	SANITATION	SANITATION	87.67
	FUEL	SANITATION	SANITATION	1,339.16
	FUEL	SANITATION	SANITATION	238.12
	MOBIL 1 5W-30	SANITATION	SANITATION	214.45
	FUEL	WASTEWATER	WASTEWATER	212.10
	FUEL	WASTEWATER	WASTEWATER	256.32
	FUEL	WASTEWATER	WASTEWATER	28.56
	MOBIL 1 5W-30	WASTEWATER	WASTEWATER	107.23
	FUEL	WATER	WATER	114.09
	FUEL	WATER	WATER	82.31
	FUEL	WATER	WATER	41.50
	MOBIL 1 5W-30	WATER	WATER	160.84
	FUEL	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	95.14
			TOTAL:	7,254.19
HARCO ATHLETIC RECONDITIONING, INC	HELMET, CHIN STRAP, JAW PA	GENERAL	PARKS, RECREATION & CE	1,875.00
			TOTAL:	1,875.00
HAWKINS, INC.	CHEMICALS	WATER	WATER	11,474.68
	SODIUM/DELDRUM	WATER	WATER	133.39
	CHLORINE CYLINDER	WATER	WATER	10.00
			TOTAL:	11,618.07
THE LAW OFFICE OF JACK J HOBBS	CASE#24-0562 BOWEN	GENERAL	GOVERNMENT ADMINISTRAT	250.00
			TOTAL:	250.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
JONES, BRANDON L	FEBRUARY DOCKET	GENERAL	GOVERNMENT ADMINISTRAT	1,150.00_
			TOTAL:	1,150.00
KANSAS CITY STAR	KC STAR SUBSCRIPTION	LIBRARY	LIBRARY	187.28_
			TOTAL:	187.28
KIMBALL MIDWEST	KIMBALL MIDWEST	GENERAL	STREET & STORMWATER	679.32_
			TOTAL:	679.32
LEAGUE OF KANSAS MUNICIPALITIES	1ST AMEND WEBINAR (4)	GENERAL	GOVERNMENT ADMINISTRAT	100.00
	1ST AMEND WEBINAR - ATTORN	GENERAL	GOVERNMENT ADMINISTRAT	25.00_
			TOTAL:	125.00
MCCLURE ENGINEERING	WATER TREATMENT PLANT PER	WATER	WATER	3,312.50_
			TOTAL:	3,312.50
MFA OIL CO - PETRO CARD 24	POLICE/FIRE FUEL CARD	PUBLIC SAFETY	FIRE DEPARTMENT	280.69
	POLICE/FIRE FUEL CARD	PUBLIC SAFETY	POLICE DEPARTMENT	1,932.57_
			TOTAL:	2,213.26
MICRO-COMM, INC.	TELEMETRY SERV CONTRACT	WATER	WATER	4,250.00_
			TOTAL:	4,250.00
MOORE PROPANE, INC	270 GAL PROPANE	AIRPORT	MUNICIPAL AIRPORT	445.50_
			TOTAL:	445.50
MUNICIPAL EMERGENCY SERVICES	AIRPACK & CYLINDER W/SNAP	EQUIPMENT RESERVE	EQUIPMENT RESERVES	180,326.04_
			TOTAL:	180,326.04
NAVRAT'S	COPY PAPER	GENERAL	GOVERNMENT ADMINISTRAT	138.19
	COPY PAPER	GENERAL	COMMUNITY DEVELOPMENT	53.35
	OFFSET PAPER (10)	GENERAL	COMMUNITY DEVELOPMENT	134.50
	COPY PAPER	GENERAL	PARKS, RECREATION & CE	16.98
	COPY PAPER	GENERAL	STREET & STORMWATER	3.40
	COPY PAPER	GAS	GAS	3.40
	COPY PAPER	SANITATION	SANITATION	3.40
	COPY PAPER	WASTEWATER	WASTEWATER	3.40
	COPY PAPER	WATER	WATER	3.40
	COPY PAPER	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	16.98_
			TOTAL:	377.00
PIONEER RESEARCH	BLAST	ELECTRIC	ELECTRIC PRODUCTION	692.88_
			TOTAL:	692.88
QUALITY AUTOMOTIVE EQUIPMENT AND SERVI	ALI LIFT INSPECTIONS	GENERAL	STREET & STORMWATER	471.00_
			TOTAL:	471.00
RICHMOND BODY WORKS LLC	2008 FIRE TRUCK	PUBLIC SAFETY	FIRE DEPARTMENT	12,972.80
	WINDSHIELD 2018 FORD	PUBLIC SAFETY	POLICE DEPARTMENT	456.25_
			TOTAL:	13,429.05
ST LUKES HEALTH SYSTEM	EMP TESTING - WEST	GENERAL	STREET & STORMWATER	138.00_
			TOTAL:	138.00
STANION WHOLESALE ELECT. CO.	AERIAL APRON W/HOT STICK P	ELECTRIC	ELECTRIC DISTRIBUTION	202.05_
			TOTAL:	202.05

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
TG TECHNICAL SERVICES, LLC	TG TECH FIELD CALIBRATION	PUBLIC SAFETY	FIRE DEPARTMENT	195.00_
			TOTAL:	195.00
UTILITY SAFETY AND DESIGN, INC.	JANUARY OPERATING AGREEMT	GAS	GAS	8,200.00_
			TOTAL:	8,200.00
VEOLIA WATER TECHNOLOGIES	PROGRAMMING, REMOTE	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	366.00
	UV PLC REPLACEMT/BACKUP UP	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	27,000.00_
			TOTAL:	27,366.00
VYVE BROADBAND	VYVE PARKS	GENERAL	PARKS, RECREATION & CE	29.95
	VYVE PARKS	GENERAL	PARKS, RECREATION & CE	68.38
	VYVE REC CENTER	GENERAL	PARKS, RECREATION & CE	103.93
	VYVE REC CENTER	GENERAL	PARKS, RECREATION & CE	149.01_
			TOTAL:	351.27
WOLKEN PLBG. & ELECTRIC, INC.	HEATER AT CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	449.84
	CLEAN PILOT ASSEMBLY APT10	PARKSIDE #2	PARKSIDE #2	109.00_
			TOTAL:	558.84

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

101	GENERAL	211,160.57
102	AIRPORT	820.79
104	LIBRARY	1,131.59
105	PUBLIC SAFETY	16,076.34
109	ELECTRIC	2,115.15
110	GAS	125,184.94
111	SANITATION	4,746.29
112	WASTEWATER	4,156.09
113	WATER	19,582.71
114	ECONOMIC DEVELOPMENT	112.12
115	PARKSIDE #1	3,500.00
116	PARKSIDE #2	109.00
117	PARK PLAZA NORTH	257.94
118	CAPITAL IMPROVEMENT	27,366.00
119	EQUIPMENT RESERVE	180,326.04
	GRAND TOTAL:	596,645.57

TOTAL PAGES: 4

BILLS: $596,645.57
DRAFT: $ (351.27) Vyve Broadband
PAYROLL: $134,249.01
TOTAL: $730,543.31