



*Small, Serene, Simply Garnett.*

## City Commission Meeting **AGENDA** September 12, 2023, 6:00 P.M.

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- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
  - A. Pledge of Allegiance
  - B. Invocation, David Shrum, First United Methodist Church
- II. **Governing Body Comments**
  - A. Commissioner Locke
  - B. Commissioner Cole
  - C. Mayor Sheahan
- III. **Consent Agenda**
  - A. Approval of Minutes from August 22, 2023, Regular City Commission Meeting
  - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$241,207.03
- IV. **Regular Business**
  - A. Generator Discussion with KMEA Representatives.
  - B. Consideration of Appointment of Joe Owens to the KMGA Board of Directors.
  - C. Consideration of Special Events Request from Anderson County Corn Festival.
  - D. Consideration of Special Events Request from Lake Garnett Grand Prix Revival.
  - E. Consideration of Special Events Request from Anderson County Flywheelers.
  - F. Proclamation declaring September as Suicide Prevention and Awareness Month.
  - G. Proclamation declaring September 10-16 as Direct Support Professionals Week.
  - H. Proclamation declaring September 15 as POW/MIA Recognition Day.
  - I. Proclamation declaring September 17-23 as Constitution Week.
- V. **Discussion Items**
  - A. Chamber of Commerce Agreement
  - B. Golf Course Agreement
  - C. City Code Binders
- VI. **Informational Items**
  - A. Garnett Farmers' Market Season, sponsored by the Garnett Farmers Market, will be held on Main Street every Thursday from May 4 – October 5.
  - B. The 112<sup>th</sup> Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held in Kincaid on September 28-30.
  - C. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 23.
  - D. Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held at the North Lake Park on October 6-7.
  - E. Garnett Shop Hop, hosted by Morning Mingle, will be held on October 7-8.
  - F. The 10<sup>th</sup> Annual Lake Garnett Grand Prix Revival, hosted by the Lake Garnett Grand Prix Revival, will be held at the North Lake, Airport, and Town Square October 13-15.
  - G. The Zombie Walk, 5K Run Festival, hosted by Masonfelt Comedy, will be held at the North Lake Park and Town Square on October 28.
  - H. The Kansas Rails-To-Trails Fall Extravaganza, 100m/100k, 50m/50k run race, hosted by the Timer Guys, will be held on the Prairie Spirit Rail Trail State Park on October 28.
  - I. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31.



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- VII.     **Citizens to be Heard (Five-Minute Time Limit Per Person. Please state your name and address.)**
  
- VIII.    **Signing of Approved City Documents**
  
- IX.      **Adjournment**

The Governing Body of the City of Garnett met in regular session on August 22, 2023, at 6:00 p.m. with the following individuals present; Mayor, Jason Sheahan; City Commissioners, Jody Cole and Mark Locke, City Manager, Travis Wilson; City Clerk, Trish Brewer. City Attorney Terry Solander joined at 6:10pm

### **CALL TO ORDER**

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

The Pledge of Allegiance was recited.

### **GOVERNING BODY COMMENTS**

- *Commissioner Locke*

Commissioner Locke stated we as a governing body owe Travis Wilson, Phil Bures, and the Citizens of Garnett an apology for the manner in which Mayor Sheahan conducted himself at the last Commission Meeting. Commissioner Locke stated he was embarrassed and ashamed that he did not step up and stop how the meeting was going.

- *Commissioner Cole*

Commissioner Cole stated she appreciated Commissioner Locke's comments. She stated she attended the ACDA Board meeting and will be working with them on interviews for the Economic Development position. Commissioner Cole read a letter of thanks from the City of Ottawa

- *Mayor Sheahan*

Mayor Sheahan read a card of thanks received from the 4<sup>th</sup> Street neighbors on the recent demolition of a home there.

### **CONSENT AGENDA**

- A. Approval of Minutes from August 8, 2023, Regular City Commission Meeting**

- B. Approval of Semi-Monthly Bills and Payroll in the amount of \$231,917.51**

Commissioner Locke motioned to approve the consent agenda as presented. Seconded by Commissioner Cole. Motion passed AYE (3) NAY (0)

### **REGULAR BUSINESS**

- A. Consideration of TGT Application from The Friends of the Library**

Commissioner Locke motioned to approve the TGT Application as presented. Seconded by Commissioner Cole. Motion passed AYE (3) NAY (0)

- B. Consideration of temporary CMB Application for Anderson County Corn Festival**

Commissioner Locke motioned to approve the CMB Application as presented. Seconded by Commissioner Cole. Motion passed AYE (3) NAY (0)

- C. Consideration of Supplemental Agreement SA1 KA-5422-01 Pavement Restoration**

Mayor Sheahan motioned to approve the Supplemental Agreement as presented. Seconded by Commissioner Locke. Motion passed AYE (3) NAY (0)

- D. Consideration of Resolution 2023-8: Proposition of Levying a Sales Tax for Park Improvements.**

City Manager, Wilson recommended tabling Resolution 2023-8 for further collaboration and better presentation. Commissioner Locke motioned to table at the recommendation presented. Seconded By Commissioner Cole. Motion passed AYE (3) NAY (0)

### **DISCUSSION ITEMS**

- A. KMEA Generator discussion/contract – September 12, 2023**

A KMEA member will be present at the September 12, 2023, meeting for presentation and questions.

### **INFORMATIONAL ITEMS**

- A. Garnett Farmers' Market Season, hosted by the Garnett Farmers Market, will be held on Main Street every Thursday from May 4 – October 5 4:30p-7:00p.m.
- B. "Drinking Habits," live dinner theatre, hosted by The Chamber Players Community Theatre, will be held August 24, 25, 26, and 27.
- C. Fun in the Sun Car Show, hosted by Bill Smith, will be held in Colony on August 26.
- D. Sprint Track Night Race, hosted by the KC Karting Association, will be held on August 26 at the Lake Garnett Sprint Track.

- E. The Concerts in the Park Series, hosted by Morning Mingle, will be held every Thursday in September at Donna Harris Memorial Park 6:00p-8:00p.m.
- F. Colony Day Celebration, hosted by the Colony Day Committee, will be held on September 2.
- G. The 23rd Annual Greeley Smokeoff/Larry Schaffer memorial Softball Tournament, hosted by the Greeley Smokeoff, will be held in Greeley on September 8 & 9.
- H. Fall City Wide Garage Sale Day & Sidewalk Sales, hosted by Garnett Publishing, will be held on September 9.
- I. The 112th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held in Kincaid on September 28-30.
- J. Cornstock Concert on the Hill Music Festival, hosted by the Anderson County Corn Festival, will be held at Lake Garnett on September 23.
- K. Addition: Fall Demo Derby will be held September 16, 2023, at 6:00pm

#### **SIGNING OF DOCUMENTS APPROVED DURING THE COMMISSION MEETING.**

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

**Franklin Urquhart**, Garnett stated his opinion defending the Parks Department. Stated his opinion of the purpose of government and defending the rights of people in violation of KOMA.

**Wesley Keller**, Garnett stated his agreement echoed his friend Franklin Urquhart.

**Paula Scott**, Garnett stated her opinion defending the Parks Department and the targeting of Heart and Soul

#### **EXECUTIVE SESSION**

Mayor Sheahan motioned to recess into Executive Session pursuant to non-elected personnel matter exception K.S.A. 75-4319 (b) 1 for fifteen (15) minutes beginning at 6:45 p.m. after a five-minute break.

Those requested to attend Mayor Jason Sheahan, Commissioners Jody Cole and Mark Locke, City Manager, Travis Wilson, City Clerk Trish Brewer and City Attorney, Terry Solander. Seconded by Commissioner Cole.

Motion passed AYE (3) NAY (0)

#### **ADJOURNMENT**

At 7:00 p.m. Mayor Sheahan called the meeting back to order and stated no action was taken during the executive session. With no further business before The Governing Body, Commissioner Locke made a motion to adjourn the meeting. Commissioner Cole seconded the motion. Motion passed (3) AYE (0) NAY

Meeting adjourned at 7:01 p.m.

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Mayor

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City Clerk

**KANSAS MUNICIPAL ENERGY AGENCY  
GENERATING CAPACITY & POWER SALES CONTRACT**

This CONTRACT, entered as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “**Effective Date**”), is between KANSAS MUNICIPAL ENERGY AGENCY (the “**Agency**”), a municipal energy agency organized and existing under the laws of the State, including particularly the Act, and the CITY OF GARNETT, KANSAS, a municipal corporation organized and existing under the laws of the State (the “**Participant**”). Capitalized terms used without definition in the following recitals have the meanings ascribed thereto in Article 1.

**WHEREAS**, Participant owns the Participant System and is a Member in good standing in the Agency; and

**WHEREAS**, the Participant is authorized under the laws of the State, including particularly K.S.A. 12-825j and the Act, to contract to buy from the Agency Electricity to meet the Participant’s present and future requirements for a period not in excess of forty (40) years; and

**WHEREAS**, the Agency consists of members (the “**Members**”) which are (i) cities organized and existing under the laws of the State, and (ii) authorized by such laws to engage in the local distribution and sale of electric power and energy; and

**WHEREAS**, the Agency is authorized by the Act to plan, finance, and construct projects for the purchase, sale, generation and transmission of electricity for the purpose of securing an adequate economical and reliable supply of electricity and other energy for its Members; and

**WHEREAS**, the Agency is authorized and empowered under the Act to borrow money by the issuance of revenue bonds to provide sufficient funds to purchase and install Generating Facilities to provide a secure and adequate, economical and reliable supply of Electricity for sale to the Participant in the manner prescribed by the Act; and

**WHEREAS** the Agency expects to issue revenue bonds relating to an electric power generation standby facility consisting of two (2) enclosed Caterpillar CI 75-16 Tier 4 Final diesel generator set inclusive any and all related general intangibles, replacements, repairs, additions, attachments, accessories and accessions to be located in Garnett, Kansas; and

**WHEREAS**, as a component of its plans to secure an adequate, economical and reliable supply of electric power and energy for the Participant System’s requirements, the Agency and the Participant have determined that the Agency will sell to the Participant, and the Participant will purchase from the Agency, Electricity on the terms and conditions set forth herein in order to meet a portion of Participant’s power and energy requirements for the Participant System; and

**WHEREAS**, Participant shall be responsible for all costs associated with the purchase, installation, ownership, operation and maintenance of the Generating Facilities, and all costs associated with the Garnett Generation Center.

**WHEREAS**, in order to enable the Agency to issue its revenue bonds to pay the cost of acquiring and installing the Generating Facilities, it is necessary for Agency to enter into a binding contract with Participant and to pledge the contract, including the payments required to be made under such contract, as security for the payment of such bonds;

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

### **ARTICLE 1. Definitions**

As used herein and in any exhibits attached hereto, the following terms shall have the meanings hereinafter given. Except where the context otherwise requires, definitions importing the singular number shall include the plural number and vice versa:

**“Act”** shall mean K.S.A. 12-885, *et seq.*, as amended, and all laws amendatory or supplemental thereto.

**“Agency”** shall have the meaning specified in the preamble to this Contract.

**“Annual Project Budget”** shall mean, with respect to a Contract Year, the budget of the Agency prepared in accordance with *Article* hereof with respect to the Generating Facilities and which itemizes estimated Monthly Power Costs for such Contract Year or, in the case of an amended Annual Project Budget, for the remainder of such Contract Year.

**“Bond Indenture”** shall mean the Trust Indenture between the Agency and the trustee named therein relating to the issuance of the Agency’s Power Project Revenue Bonds, City of Garnett Energy Project, to finance the Generating Facilities, as from time to time amended or supplemented by supplemental indentures in accordance with the terms thereof.

**“Bonds”** shall mean bonds, notes or other evidences of indebtedness from time to time issued by the Agency pursuant to the Bond Indenture to finance or refinance any cost, expense or liability paid or incurred or to be paid or incurred by the Agency in connection with the financing and acquisition of the Generating Facilities or otherwise paid or incurred or to be paid or incurred by the Agency in connection with the performance of its obligations under this Contract, including any refinancing bonds.

**“Capacity Contract” or “Contract”** shall mean this Generating Capacity & Power Sales Contract, as amended from time to time, providing for the purchase, installation, ownership, and maintenance of the Generating Facilities and the sale of Electricity from the Generating Facilities by the Agency to the Participant.

**“Consulting Engineer”** shall mean engineers or engineering firms of national reputation having demonstrated expertise in the field of electric power generation, transmission, power supply, electric utility operations, rates and feasibility.

**“Contract Year”** shall mean the period from January 1 of any year through December 31 of the same year, provided, however, that the first Contract Year shall begin on the effective date of this Contract and shall end on December 31 of the same year.

**“Debt Service”** shall mean, with respect to any period, the aggregate of the amounts required by the Bond Indenture to be paid or deposited during said period into any fund or account created by the Bond Indenture for the purpose of securing the payment of the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due.

**“Effective Date”** means the date set forth in the preamble to this Contract.

**“Electricity”** means electric energy of the character commonly known as standard three-phase

alternating current, with a nominal frequency of sixty (60) Hertz, which electric energy is generated from the Generating Facilities and measured in kilowatt-hours or megawatt-hours, and the accredited capacity of such Generating Facilities recognized by the Southwest Power Pool.

**“Environmental Law”** shall mean any United States federal, state, or local statute, rule, regulation, order, code, Permit, directive or ordinance and any binding judicial or administrative interpretation or requirement pertaining to the regulation or protection of employee health or safety, public health or safety, or the indoor or outdoor environment; the conservation, management, development, control or use of land, natural resources, or wildlife; the protection or use of surface water or ground water; the management, manufacture, possession, presence, use, generation, treatment, storage, disposal, transportation, or handling of, or exposure to any Hazardous Material; or pollution (including release of any hazardous substance to air, land, surface water and ground water), including the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments, and Reauthorization Act of 1986, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act the Occupational Safety and Health Act, and so-called “Superlien” law, all as now or hereafter amended or supplemented, and any regulations promulgated thereunder, and any other similar federal, state, or local statutes, rules and regulations.

**“Equipment Seller”** shall mean Foley Power Solutions or such other entity as may be selected by the Agency.

**“Force Majeure”** shall mean any cause beyond the control of the party affected, including, but not limited to, failure of facilities, flood, tsunami, earthquake, storm, fire, war, riot, lightning, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which, by exercise of due foresight, such party could not reasonably have been expected to avoid and which, by exercise of due diligence, it shall be unable to overcome, provided, however, that Force Majeure shall not be deemed to include any inability resulting from the gross negligence or willful misconduct of the party claiming such inability, and provided, further, that Force Majeure shall not in any way lessen or otherwise excuse any payment obligations under this Contract.

**“Generating Facilities”** shall mean a six-megawatt electric power generation standby facility consisting of: (a) one enclosed Caterpillar CI 75-16 Tier 4 Final diesel generator set inclusive any and all related general intangibles, replacements, repairs, additions, attachments, accessories and accessions located at the Site; and (b) any ancillary equipment and facilities which the Agency acquires and installs (or causes to be installed) to provide scheduling and delivery service to the Participant.

**“Governmental Authority”** shall mean any United States federal, state, local, or foreign governmental department, commission, board, bureau, authority, agency, court, instrumentality, or judicial or regulatory body or entity.

**“Hazardous Materials”** shall mean any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyl’s (“PCBs”); any chemicals, materials or substances that are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under applicable law; or any other chemical, material, substance or waste declared to be hazardous, toxic or polluting material by any Governmental Authority, exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority.

**“Garnett Generation Center”** shall mean the Generating Facilities, land and other appurtenances thereto located at [insert address] Garnett, Kansas.

**“Late Interest Rate”** shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily. In the event that the prime lending rate is no longer published in The Wall Street Journal, the Agency and the Participant will select an appropriate replacement source for the prime rate.

**“Members”** shall mean all municipalities, including the Participant, that have become members of the Agency, all being municipal corporations which are (a) organized and existing under the laws of the State and (b) authorized, under the laws of the State, to engage in the local distribution and sale of electric power and energy.

**“Month”** shall mean a calendar month.

**“Monthly Power Costs”** shall mean, with respect to each Month of each Contract Year, all costs attributable to the Garnett Generation Center, to the extent not paid from the proceeds of Bonds, which are paid or incurred by the Agency during such Month resulting from the ownership, delivery, possession (physical or constructive), operation, maintenance and repair, renewals, replacements, additions, improvements, betterments and modifications to, the Garnett Generation Center, including without limitation, the following items of cost:

(a) all scheduled payments contemplated in or required by the Bond Indenture to be paid or deposited during such month into any fund or account established by the Bond Indenture for the payment of Debt Service;

(b) the amount required under the Bond Indenture to be paid or deposited during such Month into any fund or account established by the Bond Indenture, or in connection with Bonds issued to finance any part of the Generating Facilities (other than funds and accounts mentioned in clause (a) above), including a 10% debt service coverage factor and any other amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts mentioned in clause (a) above;

(c) all energy related costs including fuel and the variable portion of operation and maintenance expenses, and all other costs which vary with the amount of Electricity produced by the agency for delivery to the Participant;

(d) all costs of operating and maintaining the Generating Facilities and of producing and delivering to the Point of Delivery Electricity therefrom during such Month for working capital, engineering expenses, legal and financial advisory expenses; insurance premiums, and taxes or payments in lieu thereof, but excluding depreciation) not included in the costs specified in the other items of this definition;

(e) all costs of establishing and maintaining a deposit account with a 3<sup>rd</sup> party banking institute into which all Revenues related to the Garnett Generation Center shall be deposited (it being acknowledged that Participant be responsible for such costs, or the portion thereof allocated by the Agency to Participant for the Garnett Generation Center), until all obligations associated with the Bond Indenture are satisfied in full;



(f) all amounts (net of any insurance proceeds received in good and immediately available funds) which the Agency is required to pay for the prevention or correction of any loss or damage to the Generating Facilities, or for renewals, replacements, repairs, additions, improvements, betterments and modifications which are necessary to keep any portion of the Generating Facilities in good operating condition or to prevent a loss of revenues therefrom;

(g) all costs and expenses, including indemnity payments (net of any insurance proceeds received in good and immediately available funds) relating to injury and damage claims arising out of the Generating Facilities and required to be paid by the Agency;

(h) any additional amount allocable to Bonds issued to finance any part of the Generating Facilities which must be realized by the Agency during such Month in order to meet the requirement of any rate covenant of the Bond Indenture with regard to Debt Service coverage with respect to such Bonds or which the Agency deems advisable in the marketing of its Bonds.

(i) an administrative charge that shall be based on an amount established by the Agency from time to time based on the Agency's Total Annual Budget; and

(j) all other costs and expenses not otherwise specified herein which are directly attributable and assignable to the Agency's performance of its obligations hereunder or under the Bond Indenture including, but not limited to, facilities charges, telemetering charges, surcharges payable by the Agency, any tax which is imposed upon the Agency by any lawful authority, for the production, transmission or sale of Electricity and other services provided by the Agency to the Participant under this Contract, or the payment and performance by the Agency under the Bond Indenture and late payment charges hereunder or under such Bond Indenture.

**"NERC"** shall mean the North-American Electric Reliability Corporation.

**"Operation Commencement Date"** shall mean the date on which the Generating Facilities have been substantially completed and tested and are ready to commence operations for the delivery of Electricity under this Contract.

**"Participant"** shall mean the City of Garnett, Kansas.

**"Participant System"** shall mean the electric utility system owned, operated and maintained by the Participant, including all additions and modifications thereto.

**"Permit"** shall mean any permit, license, consent, approval or certificate that is required for the operation or maintenance of the Generating Facilities or the performance of any service hereunder and includes Permits required under Environmental Laws.

**"Point of Delivery"** shall mean the point of interconnection between the Garnett Generation Center and the Participant's distribution substation and any future points at which the Participant receives Electricity from the Garnett Generation Center under this Contract.

**"Prudent Utility Practice"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**“Revenues”** shall mean the gross revenues of Participant’s electric utility system, which are pledged to Participant’s payment obligations under this Contract.

**“Site”** shall mean the land on which the Garnett Generation Center is located, at [insert address], Garnett, Kansas.

**“Site Costs”** shall mean the costs for the following; (a) employee salaries, benefits, and other compensation costs; (b) equipment, rental equipment, material, supplies, consumables, spare parts, replacement components, tools, office equipment and supplies, and utilities used at the Garnett Generation Center Site; (c) Permits and insurance; (d) special training of Site personnel conducted on or off-Site and associated travel and living expenses for such training; (e) third party advisors, consultants, and contractors providing work in support of services that cannot reasonably be performed by Site personnel; and (f) any other activity performed for the benefit of the Garnett Generation Center Site.

**“Site Lease”** shall mean the land lease by and between Agency and Participant for the land upon which the Garnett Generation Center is located.

**“SPP”** shall mean the Southwest Power Pool.

**“State”** shall mean the State of Kansas.

**“Trustee”** shall mean the trustee named in the Bond Indenture.

## **ARTICLE 2. Term**

This Contract shall become effective on the Effective Date and shall continue in force as long as any obligations under the Bond Indenture remains outstanding, *provided*, the term of this Contract may not exceed forty (40) years; and *provided, further*, this Contract shall be subject to termination if the Agency fails to sell and deliver the Bonds on or before [insert Month & Date] subject to the following parameters:

- Total principal amount shall not exceed [\$x],
- True interest cost shall not exceed [%] per annum, and
- Term shall not be less than 20 years, or as otherwise agreed to by the Participant.

It is the intention of the Parties that Participant will take ownership of the Generating Facilities upon fulfillment of all financial obligations under this Contract and the Bond Indenture.

## **ARTICLE 3. Sale and Purchase of Electricity from Generating Facilities**

(a) *Sale of Electricity.* Subject to, and in accordance with, the terms of this Contract, the Agency shall make available and sell, and the Participant hereby agrees to purchase and receive from the Agency, all Electricity produced at the Garnett Generation Center, with deliveries being able to be commenced on the Operation Commencement Date. The Participant shall, in accordance with and subject to the provisions of *Article 6* hereof, pay the Agency the Monthly Power Costs.

(b) *Equipment Maintenance; Emergencies.* In case of emergencies or to install equipment, make repairs, replacements or inspections, or perform any other maintenance work, on the Generating Facilities or transmission distribution facilities and related equipment, the Agency may temporarily interrupt or reduce deliveries of Electricity if the Agency determines that such interruption or reduction is necessary. After informing the Participant regarding any such planned interruption or reduction, giving the reason therefor and stating the probable duration thereof, the Agency will attempt to schedule such interruption or reduction at a time which will cause the least practicable interference with the operations of the Participant. Any such interruption or reduction shall not affect in any way the Participant's obligations to pay Monthly Power Costs under this Contract.

#### **ARTICLE 4. Electric Characteristics, Points of Delivery and Measurement**

Electricity to be furnished hereunder shall be three phase, sixty hertz alternating current. The delivery voltage and special conditions of service shall be as follows:

(a) The delivery voltage shall be determined and agreed to by the Parties consistent with Participant's system voltage.

(b) The Participant System will be operated in accordance with Prudent Utility Practice.

#### **ARTICLE 5. Operation and Maintenance**

Operations and Maintenance responsibilities at the Generating Facilities shall be as follows:

(a) Responsibilities of the Agency:

- (i) Agency shall work with Participant to develop an annual operating budget that is consistent with the needs of Participant as well as the needs of Agency. Said budget shall be completed in conjunction with the Annual Project Budget process as provided for in *Article 8*.
- (ii) To the extent not previously provided to Participant, Agency shall provide to Participant as soon as reasonably practicable all information in Agency's possession relevant to Participant's performance of its obligations hereunder, including, without limitation, copies of all agreements relating to the Garnett Generation Center and any modifications thereto, copies of Permits obtained by Agency, an initial inventory of spare parts and supplies, all O&M Manuals, and any associated informational and warranty documents provided by the vendors or contractors. Agency shall provide support to Participant, if requested, for operation and maintenance issues as they arise.
- (iii) Agency will work with Participant and other local entities to develop operating procedures for the Garnett Generation Center including Site safety rules and workplace safety rules.
- (iv) Agency shall be responsible to obtain from the appropriate Governmental Authorities all Permits for the ownership, operation and maintenance of the Generating Facilities, and shall obtain and maintain all such Permits in the Agency's name. The Agency shall make any and all applicable: (1) functional registrations as required by NERC and (2) filings with Governmental Authorities.

- (v) Agency may start and stop the Garnett Generation Center, or cause it to be started and stopped, from a remote location, provided that the Participant shall have the right to start or stop the Generating Facilities in an emergency.
- (b) Responsibilities of the Participant:
  - (i) Participant shall be responsible for the daily operations and business associated with the operation and maintenance of Garnett Generation Center in accordance with this Contract. Participant, at all times during the operations and maintenance of the Generating Facilities, shall employ Prudent Utility Practices. Unless replaced in accordance with the requirements of this Contract, Participant shall not remove any parts that are essential to the operation of the Garnett Generation Center or the removal of which could reasonably be expected to adversely affect the value, utility and remaining useful life that the Garnett Generation Center would have had without the removal of such parts. The employees of Participant shall be properly trained (and where required by law, registered and licensed) in the operation and maintenance duties to which they are assigned at Garnett Generation Center. Participant shall insure that any and all third-party advisors, consultants, and contractors providing work in support of operations and maintenance at the Garnett Generation Center also comply with the foregoing.
  - (ii) Participant shall be responsible to make expenditures and pay for all Site Costs associated with the operation and maintenance of the Garnett Generation Center. Participant shall keep a detailed record of all costs and shall forward such record to the Agency upon request. This report will be produced and submitted in a mutually agreed upon format.
  - (iii) Participant shall provide to Agency and its respective agents or designees, upon request, unencumbered access to the Garnett Generation Center bearing in mind that Agency and its respective agents or designees must follow all Site safety and workplace safety rules as set forth in the operating procedures.
  - (iv) Participant shall be responsible for all personnel matters associated with the operations and maintenance of the Garnett Generation Center including, but not limited to: selection of staff, working hours, rate of compensation, benefits, and all others matters relating to the employment of personnel at the Garnett Generation Center.
  - (v) Participant shall deliver Garnett Generation Center data recorded, prepared, or maintained by Participant to Agency: (1) to assist Agency in complying with requirements for Governmental Authorities, Permits, and service or other agreements; or (2) upon any request by Agency.
  - (vi) Participant may not dispose of any assets of the Garnett Generation Center by selling, leasing, pledging, mortgaging, encumbering, conveying, or making any license or exchange or other transfer or disposition of the Garnett Generation Center, the Site or any property of the Agency.

## **ARTICLE 6. Cost Responsibility**

(a) It is the Parties' intention that Participant will be responsible for all the costs related to the Garnett Generation Center, including all amounts due under the Bond Indenture. Participant's obligation to pay for all such costs shall be effective upon the Effective Date and continue until all amounts due hereunder and thereunder are paid in full notwithstanding the occurrence of any event, the availability of the Generating Facilities, or the taking of any action permitted by this Contract. The provisions that follow are intended to implement, but not to narrow, this intention.

(b) The Participant shall pay to the Agency, or shall pay to the Bond trustee on behalf of the Agency, on a monthly basis in accordance with *Article 7* an amount equal to the Monthly Power Costs. The parties agree that the amounts to be paid to or on behalf of the Agency under this Contract are intended to provide revenues for the Agency sufficient to cover all Monthly Power Costs; and that the sole function of the Agency is to serve its Members, including the Participant, which might contract with the Agency in accordance with law and for no other purpose. Consequently, it is agreed that the rates determined pursuant to this Contract are to allow full recovery by the Agency of those costs and expenses included in the definition of Monthly Power Costs.

(c) The obligation of the Participant to pay Monthly Power Costs under this Contract to the Agency, whether or not reduced to judgment, shall be absolute, unconditional and non-cancellable (whether or not the Garnett Generation Center is fully constructed, operating or operable and whether or not, once operating, its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part), shall not be subject to any defense or reduction, whether by offset, counterclaim, recoupment or otherwise, and shall not be conditioned upon delivery of Electricity, or be otherwise conditioned upon the performance by the Agency or any other party, whether under this Contract or any other agreement or instrument; provided, however, that nothing contained herein shall be construed to prevent or restrict the Participant from asserting any remedies which it may have against the Agency under this Contract pursuant to *Article 16*. The Participant and the Agency hereby acknowledge and agree that the Bonds are being issued by the Agency and sold to investors with the understanding and expectation that Monthly Power Costs shall not be diminished or abated for any reason and that the payment of the Monthly Power Costs by the Participant are necessary to assure full and timely payments under the Bonds.

(d) The Participant agrees to cooperate with the Agency to ensure that no administrative or regulatory jurisdiction or order will result in rates, fees or charges under this Contract which are not sufficient to allow the Agency to pay, when due, its indebtedness related to the Generating Facilities, or to otherwise meet the requirements of the Bonds entered into by the Agency to finance any part of the Generating Facilities, but nothing herein is intended to lessen or detract from any rights and obligations of the parties hereto.

## **ARTICLE 7. Billing and Payments**

(a) The Agency shall establish a schedule of billing which is coordinated with the payments required to be made under the Bond Indenture. The Participant shall pay all amounts due and payable hereunder to the following recipients at the addresses or accounts set forth on the invoice: (i) as long as any Bonds are outstanding, to the Trustee to be designated by the Agency upon issuance of the Bonds, and (ii) if no Bonds are outstanding, to the Agency.

(b) All payments shall be made within five (5) days after the bill is sent electronically and is received by the Participant; provided, however, that, if said 5th day is a Sunday or legal holiday in the State, the next following business day shall be the day on which such payment shall be due. Payments shall be

made by via a bank wire transfer or ACH debit to the Agency's bank account in accordance with the instructions provided in writing by the Agency.

(c) Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

(d) To the extent any portion of a monthly invoice is based on the Annual Project Budget or other estimates or projections, the Agency shall true up the related charges as soon as it has the necessary information regarding actual costs. Any overpayments by the Participant shall be credited on the next invoice provided to the Participant, and any underpayments shall be added to the next invoice provided to the Participant.

(e) If the Participant disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due in full with a written protest, submitted at the time of or subsequent to such payment, directed to the Agency. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, together with interest at the Late Interest Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

#### **ARTICLE 8. Annual Project Budget**

(a) The Agency shall prepare or cause to be prepared, as a component of its overall annual budget, and deliver to the Participant (1) by June 30 of each Contract Year, a "best estimate" by the Agency of its preliminary Annual Project Budget for the succeeding Contract Year, and (2) at least thirty (30) days prior to the beginning of each Contract Year, a final Annual Project Budget. The "best estimate" and the final Annual Project Budget shall each itemize, for the subsequent Contract Year, estimates of all Monthly Power Costs.

(b) The Agency, not less than thirty (30) days prior to the beginning of such Contract Year, shall, in its sole and absolute discretion, adopt its overall annual budget, including the Annual Project Budget for such Contract Year, and the Agency shall cause copies of such Annual Project Budget to be delivered to the Participant in accordance with subsection (a) herein. The Participant shall have the right to review and have input on the Annual Project Budget.

(c) In the event that an overall annual budget of the Agency, including an Annual Project Budget for the ensuing Contract Year, has not been adopted on or before the first day of the Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary Annual Project Budget for such purposes for the ensuing Contract Year. The temporary Annual Project Budget shall be effective only until such time as a permanent Annual Project Budget has been finally prepared and approved by the Agency as provided herein.

#### **ARTICLE 9. Environmental Matters**

(a) During the term of this Contract, Participant will assist Agency with the acquisition of data and information, and preparation and filing with the appropriate Governmental Authorities of any notices, plans, submissions, or other materials and information necessary for compliance with applicable Environmental Laws and the requirements of any Permits related to the Facility. All such environmental reports shall be submitted by, and in the name of, the Agency.

(b) Agency shall serve as the responsible party for any environmental programs, permitting

and reporting.

(c) Participant shall be responsible for following all necessary and required procedures when dealing with Hazardous Materials at the Site. Hazardous Materials will be properly acquired, stored, and disposed of in accordance with all applicable rules established by a Governmental Authority.

#### **ARTICLE 10. Insurance**

(a) At all times during the Term, Participant shall be obligated to maintain insurance to cover worker's compensation for Participant employees, and any Participant-owned vehicle(s) that may be assigned to, or come and go, to and from the Generating Facilities.

(b) The Agency shall secure and maintain insurance in an amount sufficient to cover the property and equipment assets of the Generating Facilities, including commercial general liability insurance with additional coverage of "umbrella" or excess liability insurance in excess amounts of the general liability coverage. The cost of this insurance shall be paid for by the Participant.

(c) Each Party shall furnish the other Party with certificates evidencing that the required insurance is in effect.

#### **ARTICLE 11. Covenants of the Participant**

(a) The Participant agrees that payments made by the Participant under this Contract to or on behalf of the Agency, whether or not reduced to judgment, shall be made as operating expenses from the revenues of the Participant's electric utility system (including, without limitation, the Garnett Generation Center) and from other funds of such system legally available for the payment of costs and expenses of such system, and shall be in addition to, and not in substitution for, any other payments, whether on account of dues or otherwise, owed by the Participant to the Agency. The obligation of the Participant to make payments under this Contract to the Agency, whether or not reduced to judgment, shall not constitute general obligations of the Participant, and the Participant shall not be required to make such payments from any source other than the revenues and funds mentioned in the preceding sentence.

(b) The Participant agrees to establish, impose, maintain, enforce and collect rates, fees and charges for electric power and energy to its consumers which shall provide to the Participant revenues sufficient to meet its obligations to the Agency under this Contract and all other operating expenses, and to pay all obligations payable from, or constituting a charge or lien on, the gross revenues of its electric system. The Participant shall not be required to make payments under this Contract except from the revenues of the Participant's electric utility system and from other funds of such system legally available therefor. In no event shall the Participant be required to make payments under this Contract from tax revenues.

(c) Participant is, within the meaning of Section 103 of the Code and Treasury Regulations and Rulings related thereto, a duly constituted and organized, and validly existing, political subdivision existing under laws of the State and is authorized to purchase or lease with an option to purchase personal property and to sell or lease or otherwise dispose of personal property. All payments which are made hereunder will be paid out of funds which are legally available for such purpose. The use of the Garnett Generation Center is essential to Participant in the discharge of its duties as a governmental body and will not be used in any manner to cause private business use.

(d) The Participant shall not sell, lease or otherwise dispose of all or substantially all of its electric system, except on ninety (90) days' prior written notice to the Agency; provided, however, nothing in this Section shall limit Participant's obligations and agreements as they relate to the Garnett Generation

Center.

(e) The Participant covenants and agrees that it shall take no action, or fail to take action, the effect of which would be to prevent, hinder or delay the Agency from the timely fulfillment of its obligations under this Contract or under the Bond Indenture, including but not limited to, timely providing financial statements and annual budgets to Agency, and notifying Agency of any material adverse event.

(f) The Participant may enter into agreements to take and pay for, or take or pay for, or spot purchase, power and energy, gas, water other fuel or other services not provided hereunder, pursuant to which the Participant is obligated to make payments from revenues derived from the Participant's electric system, which payments are required to be made on a parity with, or after the payment of, the operating expenses of such system (and for purposes of clarity, the Participant shall not enter into any such agreements pursuant to which the Participant is obligated to make such payments prior to the payment of operating expenses, including the Monthly Power Costs). The Participant may issue bonds, notes or other evidences of indebtedness which, under generally accepted accounting principles, would appear as a liability on its balance sheet and which shall be payable from the net revenues derived from its electric system after the payment of the operating expenses of such system, provided, however, that the Participant shall not issue any such indebtedness pursuant to which the Participant is obligated to make such payments prior to, or on a parity with, the payment of operating expenses, including the Monthly Power Costs, contemplated under this Contract.

(g) The Participant covenants and agrees that it shall not, except upon the advice of Bond Counsel, use or permit to be used any of the Electricity acquired under this Contract in any manner or for any purpose which would adversely affect the value of this Contract as security for the payment of the Bonds and interest thereon or affect the eligibility of interest on the Bonds for exclusion from gross income for federal income tax purposes under Sections 103, 141-150 of the Internal Revenue Code of 1986, as amended. The Participant covenants that, prior to entering into any agreement whereby a person or entity (other than a normal customer) agrees to take and pay for, or to take or pay for, Electricity provided to the Participant under this Contract, the Participant shall notify the Agency of its intent to enter into such agreement. The Participant agrees that, if the Agency advises the Participant that such a violation will or might result, the Participant will not enter into such agreement.

(h) The Participant covenants and agrees that it shall (1) at all times operate the properties of its electric system and the business in connection therewith in an efficient manner and at reasonable cost, (2) maintain its electric system in good repair, working order and condition, (3) conduct audits of its electric system by an independent certified public accounting firm at least annually, and (4) from time to time, make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its electric system and consistent with the provisions of *Article 5* above, so that, at all times, the business shall be properly and advantageously conducted. This covenant shall not be construed as requiring the Participant to expend any funds which are derived from sources other than the operation of its electric system or other legally available funds, and provided further that nothing herein shall be construed as preventing the Participant from doing so.

(i) Participant shall be responsible for providing adequate staffing who will be properly trained (and where required by law, registered and licensed) in the operation and maintenance duties to which they are assigned at Garnett Generation Center.

(j) Participant shall deliver Garnett Generation Center data recorded, prepared, or maintained by the Participant to the Agency: (i) to assist the Agency in complying with requirements for Governmental Authorities, Permits, and service or other agreements; or (ii) upon any request by the Agency.



## **ARTICLE 12. Covenants of the Agency**

(a) The Agency will not sell, mortgage, encumber, lease or otherwise dispose of the Generating Facilities during the term of this Contract, except as provided in the Bond Indenture.

(b) The Agency will use its commercially reasonable efforts to ensure the Garnett Generation Center shall be designed, constructed, maintained and operated in a manner that minimizes total life cycle costs to the Participant, while ensuring that the Garnett Generation Center performance meets or exceeds design specifications for unit performance, heat rate, net plant output, and environmental compliance. The Agency will operate or cause the Garnett Generation Center to be operated in a manner consistent with all applicable laws and regulations, including without limitation the environmental emissions limits established in the relevant operating permits, and in accordance with applicable NERC and SPP standards and directives.

(c) The Agency will provide maintenance of the Generating Facilities either through one or more agreements with the Equipment Seller or another approved method that meets the manufacturer guidelines. Notwithstanding the foregoing, Participant understands that Agency is not the manufacturer or seller of the Generating Facilities or components thereof. AGENCY MAKES NO (AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL) WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. Agency shall not be liable to Participant or any third-party for consequential, incidental, special, exemplary, or punitive damages arising out of or related to the transaction contemplated hereunder, whether an action based on contract, tort (including negligence or strict liability), or any other legal theory, including but not limited to, loss of anticipated profits, or benefits of use or loss of business, even if Agency is apprised of the likelihood of such damages occurring. The maximum extent of Agency's liability to Participant shall be the total amount of any payments made by Participant to Agency.

(d) The Agency will keep or cause to be kept the Garnett Generation Center insured against loss or damage by causes customarily insured against by those operating facilities similar to the Garnett Generation Center and in such amounts as are usually obtained. The Agency will also maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the Garnett Generation Center. The Agency's costs associated with maintaining each type of insurance will be included in the Monthly Power Costs.

(e) The Agency may sell bonds, notes or other evidence of indebtedness and may enter into other financial contracts to refinance the Generating Facilities, with the approval of Participant and the KMEA Board of Directors.

## **ARTICLE 13. Default**

(a) The Agency may, whenever any amount due remains unpaid after the due date, take any steps available to it under applicable law to collect such amount. Further, if Participant has committed a payment default, the Agency may temporarily suspend Participant's right to receive any applicable share of SPP market revenues. Such suspension shall continue until Participant shall have cured such payment default.

(b) The Agency may, whenever any amount due remains unpaid for five (5) days after the due date, suspend the delivery of Electricity until the amount due has been paid.

(c) The Agency may, whenever any amount due remains unpaid for one hundred and twenty (120) or more days after the due date, and after giving thirty (30) days advance notice in writing of its intention to do so, terminate the Participant's right to receive Electricity under this Contract; provided however that, if such default is remedied within the 30-day notice period, the Participant's right to receive Electricity under this Contract shall not be terminated.

(d) No such suspension under subsection (b) above or termination pursuant to subsection (c) above shall relieve the Participant from liability for payment for Electricity or other services furnished hereunder, including specifically the Monthly Power Costs.

#### **ARTICLE 14. Other Default by the Participant**

In the event of a failure of the Participant to fix, charge or collect rates or charges adequate to provide revenues sufficient to enable the Participant to pay all amounts due to the Agency under this Contract, or in the event of any default by the Participant under any other covenant, agreement or obligation of this Contract, the Agency may bring any suit, action or proceeding, at law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Participant. All remedies in this Article specified are in addition to the other remedies granted to the Agency in this Contract.

#### **ARTICLE 15. Default by the Agency**

In the event of any default by the Agency under any covenant, agreement or obligation of this Contract, the Participant may bring an action for mandamus, injunction or specific performance or otherwise before any court of competent jurisdiction, as may be necessary or appropriate to enforce any such covenant, agreement or obligation of the Agency under this Contract; provided, however, that in no event shall the Participant be entitled to institute any action for, or to directly or indirectly recover, any damages from the Agency. Default by the Agency shall not relieve the Participant of its obligations to pay the Monthly Power Costs or allow any termination or rescission of this Contract.

#### **ARTICLE 16. Right of Access**

The Participant has entered into a Site Lease with the Agency for the lease of the property on which the Generating Facilities are located. In addition to the rights granted under the Site Lease, each party grants to the other party a right of access, at all reasonable times, over their respective properties and facilities as may be required to enable each to carry out its obligations as provided herein.

#### **ARTICLE 17. Force Majeure**

(a) If, for any reason of Force Majeure, either of the parties hereto shall be rendered unable, wholly or in part, to carry out obligations under this Contract, other than the obligations of the Participant to make the payments required under the terms of this Contract, then, if such party shall give notice and the full particulars of such reasons, in writing, to the other party within a reasonable time after the occurrence of the event or cause specified, the obligation of the party giving such notice, insofar as it is caused by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to the affected party in the sole

judgment of such party having the difficulty.

(b) No damages shall be recoverable from the Agency or the Participant by reason of the causes mentioned above.

(c) In the event the Agency fails to provide Electricity under this Contract, or the cessation or curtailment of, or interference with, the services hereunder is caused by Force Majeure, and the Agency is not able to supply all of the Electricity requirements of the Participant which the Agency is expected to supply under this Contract, the Agency shall use its reasonable efforts to provide all available Electricity to satisfy the requirements of the Participant. Any such failure, cessation, curtailment or interference shall not affect in any way the Participant's obligation to make the payments required under the terms of this Contract (including Monthly Power Costs) or to preserve or protect the Garnett Generating Center in accordance with the requirements of this Contract.

#### **ARTICLE 18. Assignment of Contract**

(a) This Contract shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Contract; provided, however, that, except for the assignment by the Agency authorized by subsection (b) of this *Article 18*, neither this Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent, in writing, of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder, and such assignment or transfer shall meet the conditions for transfer set forth in *Article 11*.

(b) The Participant acknowledges and agrees that the Agency may assign and pledge, to any holder of the Bonds or any lender, trustee or similar entity designated in the Bond Indenture, all of, or any interest in, the Agency's right, title and interest in and to all payments to be made to the Agency under the provisions of this Contract, as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on the Bonds, and may deliver possession of this Contract to such assignee and pledgee in connection therewith, and, upon such assignment and pledge, the Agency may grant to such assignee and pledgee any rights and remedies herein provided to the Agency, and thereupon any reference herein to the Agency shall be deemed with the necessary changes in detail, to include such assignee and pledgee, which shall be a third party beneficiary of the covenants and agreements of the Participant herein contained; provided, however, that nothing herein is intended to allow the Agency, in the absence of an event of default under the Bond Indenture, to turn over its operating responsibilities to any such assignee and pledgee. The Participant further acknowledges and agrees that the Agency may assign, pledge, mortgage or otherwise encumber to any holder of the Bonds or any lender, trustee or similar entity designated in the Bond Indenture, all of, or any interest in, the Agency's right, title and interest in and to the Generating Facilities.

#### **ARTICLE 19. Records and Accounts**

The Agency shall keep accurate records and accounts of its Generating Facilities and its operations. The Participant shall have the right, at any reasonable time, to examine such accounts. The Agency shall cause such accounts to be audited annually by a firm of independent certified public accountants of national reputation, and shall supply copies of such audits to the Participant.

#### **ARTICLE 20. Information**

The Agency and the Participant will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this

Contract, or as may be reasonably necessary and convenient in the conduct of the operations of the party requesting such information. Without limiting the generality of the foregoing, the Participant shall, upon request, furnish to the Agency all such information, certificates, engineering reports, feasibility reports, information relating to load forecasts and generation and transmission expansion plans, financial statements, opinions of counsel (including the opinion required by *Article 22* hereof), official statements and other documents as shall be reasonably necessary in connection with Generating Facilities financings of the Agency, including, without limitation, any information necessary to comply with the securities laws of the United States of America.

## **ARTICLE 21. Amendment**

Except as expressly provided herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Contract. Furthermore, the Board of Directors of the Agency shall not consent or agree to, or permit any rescission of, or amendment to, or otherwise take any action under or in connection with, this Contract which will reduce the payments required hereunder or which will in any manner materially impair or materially adversely affect the rights of the Agency hereunder or the rights or security of the holder(s) of any Bonds under the Bond Indenture. The Trustee, on behalf of the owners of the Bonds, shall be deemed as a third-party beneficiary of the preceding sentence. The extension of the term of this Contract shall not constitute an amendment prohibited by the foregoing.

## **ARTICLE 22. Opinion of Counsel**

Upon the execution and delivery of this Contract, the Participant shall furnish the Agency with an opinion of an attorney or firm of attorneys to the effects that:

(a) The Participant has been created and is validly existing pursuant to the Constitution and statutes of the State.

(b) The Participant has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The City Commission or other governing body of the Participant has duly approved this Contract and its execution and delivery on behalf of the Participant by an ordinance duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and, if applicable, such meeting was called pursuant to necessary public notice when required.

(d) This Contract has been duly authorized, executed and delivered by the appropriate officers of the Participant; and, assuming that the Agency has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Participant, enforceable in accordance with its terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion need be rendered as to the availability of any particular remedy.

(e) The execution and delivery of this Contract by the Participant, the performance by the Participant of its obligations hereunder, and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Participant or its property, or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Participant is

a party or by which it or its property is bound.

(f) All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Participant in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys, after due inquiry, there is no litigation or other proceeding pending or threatened in any court, or before any governmental agency, public body or other tribunal of competent jurisdiction (either State or federal) questioning the creation, organization or existence of the Participant or the validity, legality or enforceability of this Contract.

#### **ARTICLE 23. Relationship to, and Compliance with, Other Instruments**

It is recognized by the parties hereto that, in undertaking the financing and acquisition of the Generating Facilities, the Agency must comply with the requirements of the Bonds and Bond Indenture and of all licenses, permits and regulatory approvals necessary for such financing and acquisition, and it is therefore agreed that this Contract is made subject to the terms and provisions of the Bonds and Bond Indenture of the Agency and all such licenses, permits and regulatory approvals, provided, however, the foregoing shall not be interpreted to relieve the Participant of its obligations to pay the Monthly Power Costs.

#### **ARTICLE 24. Notices**

Any notice, demand or request, required or authorized by this Contract, shall be properly delivered if mailed, postage prepaid, or sent by facsimile or electronically with confirmation of receipt by the other party:

(a) To the Agency at:

Kansas Municipal Energy Agency  
6300 West 95<sup>th</sup> Street  
Overland Park, Kansas 66212-1431  
Attention: General Manager  
Telefax: (913) 660-0234  
E-Mail: mahlberg@kmea.com

(b) To the Participant at:

City of Garnett, Kansas  
131 West Fifth Avenue  
Garnett, Kansas 66032  
Attention: City Administrator or City Attorney  
Telephone: (785) 448-5496  
E-Mail: [\[insert email address\]](#)

The foregoing addresses may be changed by similar notice at any time.

#### **ARTICLE 25. Waivers**

(a) Any waiver at any time by either party hereto of its rights with respect to a default or any matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any

subsequent default or matter.

(b) The failure of either party hereto to enforce, at any time, any of the provisions of this Contract, or to require at any time performance by the other party hereto of any of the provisions hereof, shall not be construed to be a waiver of such provisions or in any way to affect the validity of this Contract, or the right of such party thereafter to enforce each and every provision hereof.

#### **ARTICLE 26. Severability; Interpretation**

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid as to any person(s) or circumstance(s) by any court having Jurisdiction the remainder of this Contract and the application of its terms, covenants or conditions to such person(s) or circumstance(s) shall not be affected thereby.

Whenever terms such as “include” or “including” are used in this Contract or any related agreement, they mean “include” or “including,” as the case may be, without limiting the generality of any description or word preceding such term. Unless otherwise expressly specified: (a) the words “herein,” “hereof” and “hereunder” and words of similar import, when used in this Contract or any related agreement, shall refer to this Contract or such related agreement as a whole and not to any particular provision thereof and (b) references in this Contract or any related agreement to Articles, Sections, Exhibits and Schedules are references to Articles, Sections, Exhibits and Schedules of this Contract or such related agreement, as applicable.

#### **ARTICLE 27. Applicable Law**

This Contract shall be governed by, and be construed in accordance with, the laws of the State.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective seals to be hereto affixed, as of the day, month and year first above written.

**KANSAS MUNICIPAL ENERGY AGENCY**

(SEAL)

By \_\_\_\_\_  
Paul Mahlberg, General Manager

ATTEST:

By \_\_\_\_\_  
Mike Muirhead, Secretary

**CITY OF GARNETT, KANSAS**

(Seal)

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk



## CERTIFICATE – DIRECTOR (UNEXPIRED TERM)

### KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director** to fill an unexpired term on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.6 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of \_\_\_\_\_, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_;

Name: _____	Title: _____
Address: _____	
City: _____	State: _____ Zip Code: _____
Office Phone: _____	Cell Phone: _____ Fax: _____
Email Address: _____	

was appointed to fill an unexpired term on the KMGA Board of Directors; the term to begin immediately upon execution of this Certificate and end on August 31, \_\_\_\_.

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 \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_, Kansas

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



## PROCLAMATION

A PROCLAMATION DECLARING SEPTEMBER 2023, AS SUICIDE PREVENTION AND AWARENESS MONTH BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, Talk of suicide should never be dismissed. If you or someone you know is thinking of suicide, call the National Suicide Prevention Lifeline at 1-800-273-8255.

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organizations and citizens share the burden of mental health problems and has a responsibility to promote mental wellness and support suicide prevention efforts.

NOW, THEREFORE, I, Jason Sheahan, Mayor of the City of Garnett, Kansas, do hereby proclaim September 2023 as Suicide Prevention and Awareness Month in Garnett. As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Garnett to recommit our community to increasing awareness and understanding of suicide, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Signed this \_\_\_\_ day of September, 2023.

---

Jason Sheahan, Mayor

Attest:

---

Patricia Brewer, City Clerk



## PROCLAMATION

A PROCLAMATION DECLARING SEPTEMBER 10<sup>th</sup> THROUGH 16<sup>th</sup> 2023 AS DIRECT SUPPORT PROFESSIONALS WEEK IN THE CITY OF GARNETT, KANSAS.

WHEREAS, direct support professionals, direct care workers, and in-home support workers are primary providers of publicly-funded, long-term support and services for individuals with disabilities; and

WHEREAS, direct support professionals must build close, respectful, and trusted relationships with the individuals they help to support; and

WHEREAS, direct support professionals help those with disabilities participate more fully in their communities and remain connected to family and friends; and

WHEREAS, direct support professionals provide a broad range of individualized support to help enable individuals to live meaningful and productive lives; and

WHEREAS, direct support professionals play an important role in supporting individuals with disabilities to avoid more costly institutional care; and

WHEREAS, Garnett residents are encouraged to recognize and celebrate the contributions of direct support professionals who help strengthen our communities by fostering greater inclusion for persons with disabilities;

*NOW, THEREFORE*, I, Jason Sheahan, Mayor of Garnett, in Kansas, do hereby proclaim the week of September 10<sup>th</sup> through 16<sup>th</sup> to be Direct Support Professionals Week in the City of Garnett, Kansas in recognition of the hard work and dedication of Direct Support Professions.

Signed this \_\_\_\_ Day of \_\_\_\_\_, 2023.

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Jason Sheahan, Mayor

Attest:

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Patricia Brewer, City Clerk



## NATIONAL POW/MIA RECOGNITION DAY PROCLAMATION

### A PROCLAMATION DECLARING SEPTEMBER 15<sup>th</sup>, 2023 AS NATIONAL PRISONERS OF WAR AND MISSING IN ACTION RECOGNITION DAY

WHEREAS, Throughout our history, when the enemies of freedom were on the march and our country needed brave Americans to take up arms and stop their advance, the members of our Armed Forces answered the call of duty. These patriotic men and women defended our country in hours of need and continue to stand watch for our freedom. Many of these courageous individuals risked capture, imprisonment, and their lives to protect our homeland. On National Prisoners Of War (POW) and Missing In Action (MIA) Recognition Week, we honor the sacrifices and remarkable determination of those captured as prisoners of war. We also remember those who remain unaccounted for and ask for God's special blessing on their families. Our nation will not forget these heroes, and we will not stop searching for our service members who are missing in action.

WHEREAS, On National POW/MIA Recognition Day, the flag of the National League of Families of American Prisoners and Missing in southeast Asia is flown over the White House, the Capitol, the Departments of State, Defense, and Veterans Affairs, the Selective Service System Headquarters, the National Vietnam Veterans and Korean War Veterans Memorials, U.S. military installations, national cemeteries, and other locations across our country. This flag serves as a reminder of our continued commitment to those still missing and those imprisoned while serving in World War II, Korea, Vietnam, the Persian Gulf, Somalia, Kosovo, Iraq, Afghanistan and other conflicts. We remain grateful for their service and sacrifices and pledge to continue to achieve the fullest possible accounting for all our men and women in uniform still missing.

NOW, THEREFORE, I, Jason Sheahan, Mayor of the City of Garnett, Kansas, by virtue of the authority vested in me by the Charter and laws of the City of Garnett, Kansas, do hereby proclaim September 15<sup>th</sup>, 2023 as National POW/MIA Recognition Day. I call upon the people of the City of Garnett, Kansas to join me in saluting American POWs and those missing in action that valiantly served our great country. I call upon federal, state and local government officials and private organizations to observe this week with appropriate ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of September, 2023.

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Jason Sheahan, Mayor

ATTEST:

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Patricia Brewer, City Clerk



## CONSTITUTION WEEK PROCLAMATION

A PROCLAMATION DECLARING SEPTEMBER 17<sup>TH</sup> THROUGH 23<sup>RD</sup> OF 2023 AS “CONSTITUTION WEEK”.

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Jason Sheahan, Mayor of the City of Garnett, Kansas, by virtue of the authority vested in me by the Charter and laws of the City of Garnett, Kansas, do hereby proclaim September 17<sup>th</sup> through 23<sup>rd</sup> as CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained;

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Garnett to be affixed this this 12th day of September 2023.

---

Jason Sheahan, Mayor

**Attest:**

---

Patricia Brewer, City Clerk



## AGREEMENT FOR SHARED EMPLOYEE SERVICES

This Agreement between the City of Garnett, Kansas, hereinafter referred to as the "City," and the Garnett Area Chamber of Commerce, Inc., a not-for-profit organization, hereinafter referred to as the "Chamber" is effective January 1, 2020.

**WHEREAS**, the City and the Chamber desire to extend the original Agreement for Shared Employee Services, dated February 10, 2015; and,

**WHEREAS**, the City and the Chamber have historically cooperated to help local businesses and encourage new businesses to locate in Garnett; and,

**WHEREAS**, the City and the Chamber work together to promote tourism by using the volunteer efforts of the Chamber Board, Chamber members, Chamber Director and city staff; and,

**WHEREAS**, the partnership between the City and the Chamber through the Agreement for Shared Employee Services has been beneficial to both parties; and,

**WHEREAS**, The Governing Body of the City desires necessary additional services from said Chamber Director to assist city staff at the direction of the City Manager or his or her designee; and,

**WHEREAS**, the Chamber, through its board members, volunteers and Administrative Assistant/Director are qualified and capable of providing additional services to the City and have indicated their willingness to do so.

**WHEREAS**, The City and Chamber recognizes the advisability of securing a competent individual who can provide professional services to both organizations.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreement set forth, the parties agree that the employee will serve a dual role by working for the Garnett Area Chamber of Commerce and the City of Garnett under the following conditions (see page 2):

Agreement for Shared Employee Services  
Page 2

**1. Chamber responsibilities and description of services:**

- a. As of the effective date of this Agreement, the City will continue to allow the Chamber to locate their Director's Office at the City Hall to perform and complete the services related to attracting business to Garnett, promoting and assisting in the growth and expansion of existing businesses and developing ongoing and substantial contacts with said businesses.
- b. The Chamber Board will continue their monthly responsibilities to oversee the job responsibilities of the Administrative Assistant/Director as they relate to Chamber of Commerce business.
- c. The Chamber Board will have their own set of financial records with all memberships and event revenues kept in their checking account. All Chamber related expenses will be paid by the Chamber Board.
- d. The Chamber telephone number will ring into the office designated for the Chamber Director.
- e. All expenses relating to Chamber activities, including but not limited to the development of Chamber of Commerce brochures, website and internet design costs, will be paid by the Chamber.
- f. Provide office furniture, computer equipment, file cabinets, copy machine, and portable displays for Chamber office use.
- g. Will maintain Chamber logo and office hours on front window of City Hall.

**2. City responsibilities and description of services:**

- a. Adequate office space will be provided.
- b. Adequate training, including workshops, for city job requirements will be provided including a structured workload and daily supervision.
- c. The employee will agree to be governed by the City of Garnett's personnel policies.
- d. The City shall pay for the development and production costs, including but not limited to, city marketing brochures and materials, city website and internet design costs.

Agreement for Shared Employee Services  
Page 3

### **3. Compensation**

3.1 Salary: The salary for the employee will be set annually at a rate agreeable to both the City and Chamber. This employee will be included on the city's payroll roster with the Chamber reimbursing the City one-half of the salary expense, one-half of the employer's share of FICA and KPERS. Said salary shall be paid semi-monthly at the regular time of payment to all city employees. The Chamber reimbursement shall be made after each payroll period.

3.2 Health & Life Insurance: The City's health and life insurance benefit will be provided to said employee with the Chamber reimbursing the City one-half of this expense.

3.3 Vacation, Sick Leave, and Holidays: Refer to related section(s) of City Personnel Manual.

4. Compensating Time: The City and Chamber recognizes that the employee may be required to work more than the normal 40 hours per week because of various Chamber and tourism activities. Any hours over the normal 40 hours per week will be taken as compensatory time as approved by the City and Chamber. Employee will complete the standard timecard documenting hours worked for the Chamber and hours worked for the City.

5. Evaluations: Annual evaluations will be performed by the City and Chamber.

6. COLA & Merit Increases: Employee will be considered for cost of living raises and merit increases in conjunction with other City employees.

### **4. Reporting to the City**

The Chamber President shall review and monitor the progress made by the Chamber and their Administrative Assistant/Director on all aspects of the services to be provided, including specific contacts made with prospects, as well as existing businesses and shall report the same each month to the City Manager, or his or her designee, who will provide any or all of said report to the City Commission.

### **5. Term and Termination**

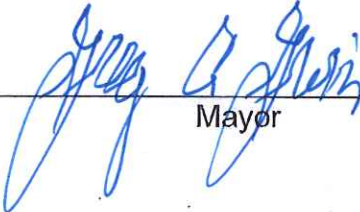
The agreement shall continue in force until terminated. Either party may terminate the agreement upon giving not less than 90 days written notice to the other.




Agreement for Shared Employee Services  
Page 4

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23 day  
of December, 2019.

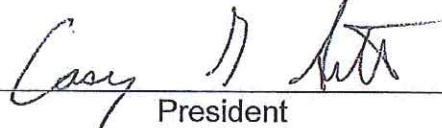
CITY OF GARNETT, KANSAS:

  
\_\_\_\_\_  
Mayor


Attest:

  
\_\_\_\_\_  
City Clerk

GARNETT AREA CHAMBER OF COMMERCE:

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary

## **GRANT AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF GARNETT, KANSAS, a municipal corporation, hereinafter referred to as the "CITY"; and the GARNETT AREA CHAMBER OF COMMERCE, a not-for-profit organization hereinafter referred to as "GACC".

**WHEREAS**, the City and the Chamber have historically cooperated to help local businesses and encourage new businesses to locate in Garnett;

**WHEREAS**, The City and the Chamber have historically worked together to sponsor tourism events by using the volunteer efforts of the Chamber Board, Chamber members, Chamber Administrative Assistant, and city staff; and,

**WHEREAS**, it has been determined that GACC needs additional support from the City to move forward from a part time Director to a full time Director to effectively run day-to-day operations; and

**WHEREAS**, The City and GACC recognize the advisability of securing a competent individual who is capable of providing professional services to and for GACC.

FOR AND IN CONSIDERATION OF THE SAID GRANT, City agrees to pay to GACC the sum of \$15,600.00 for calendar year 2024 to defray the operational costs and expenses of the full-time Executive Director. Beginning in 2025, grant payments will be as follows:

1. \$11,700.00 paid for calendar year 2025.
2. \$7,800.00 paid for calendar year 2026.
3. \$3,900.00 paid for calendar year 2027.

The payments shall be paid on each anniversary date of this agreement. The office will be kept and maintained in good condition, including but not limited to, proper cleanliness, trash disposal, and organization. GACC will be responsible for the cost and management of any and all fringe benefits offered to the Director, as well as processing payroll for the position. Beginning calendar year 2028, GACC will no longer receive the grant from the City.

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants and agreement set forth, the parties agree that the full time Garnett Area Chamber of Commerce Executive Director will operate inside City Hall independently from the City, under the direction of the Garnett Area Chamber of Commerce Board, with the following conditions:

1. **GACC responsibilities and description of services:**
  - a. As of the effective date of this Agreement, the City agrees to allow the Chamber of Commerce to locate their Executive Director's Office at the City Hall to perform and complete the services related to attracting business to Garnett, promoting and assisting in the growth and expansion of existing businesses and developing ongoing and substantial contacts with said businesses.

- b. The Chamber of Commerce Board will continue their monthly responsibilities to oversee the job responsibilities of the Executive Director as they relate to the Chamber, including business contacts and community events.
- c. The Chamber of Commerce Board will have their own set of financial records with all memberships and event revenues kept in their checking account. All Chamber-related expenses will be paid by the Chamber of Commerce Board.
- d. The Chamber of Commerce telephone number will ring into the office designated for the Chamber of Commerce Executive Director.
- e. All expenses relating to Chamber activities, including but not limited to the development of Chamber of Commerce brochures, website and internet design costs, will be paid by the Chamber.
- f. Provide office furniture, computer equipment, file cabinets, copy machine, and portable displays.
- g. Will pay for GACC logo and office hours on front window of City Hall.

**2. City responsibilities and description of services:**

- a. Adequate office space will be provided.
- b. As defined earlier in this agreement, a sum paid per annum to defray the operational costs and expenses of the Executive Director.

**3. Compensation**

- a. GACC is responsible for the Executive Director's salary and payroll processing.
- b. GACC is responsible for any and all health and life insurance benefits that will be provided to the Executive Director.
- c. GACC is responsible for any and all leave, including but not limited to vacation, sick leave, and holidays.
- d. GACC is responsible for any and all time worked over the normal 40-hour work week, including but not limited to overtime and compensatory time.
- e. GACC is responsible for any and all evaluations performed on the Executive Director.

**4. Term and Termination**

The term of this agreement shall run through 2027. Upon completion of this agreement, GACC will no longer be subsidized and will run independently on their own funding.

The agreement may be terminated by the City or GACC by giving ninety (90) days advance written notice if the following occurs:

1. Either party refuses, fails or is unable to render their responsibilities and/or services as spelled out in this agreement.
2. Either party has breached any of its other obligations under this Agreement.
3. Either party has engaged in conduct that is detrimental to the other.
4. The Chamber ceases operation prior to 2027.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GARNETT, KANSAS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

GARNETT AREA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**AGREEMENT  
CITY OF GARNETT, KANSAS & GARNETT COUNTRY CLUB**

**THIS AGREEMENT** made and entered into by and between the CITY OF GARNETT, KANSAS, A Municipal Corporation (hereinafter "City") and the GARNETT COUNTRY CLUB (hereinafter "GCC").

**WHEREAS**, The City of Garnett owns and operates an extensive park system, including a park commonly known as the "North Lake Park", which is located in Section Nineteen (19), Township Twenty (20), Range Twenty (20), Anderson County, Kansas; and

**WHEREAS**, there is located in the said North Lake Park a nine-hole golf course; and

**WHEREAS**, GCC has built on to an otherwise improved clubhouse building to the use and benefit of the entire municipal park system; and

**WHEREAS**, the CITY does hereby lease and let to GCC the aforementioned golf course for a term of ten (10) years, beginning on January 1<sup>st</sup>, 2021 and ending on December 31<sup>st</sup>, 2031.

FOR AND IN CONSIDERATION OF THE SAID LEASE, GCC agrees to maintain all greens, fairways, and rough areas, and to continue to improve the said nine-hole golf course; provided, however, that the CITY shall pay to GCC the sum of \$30,000.00 per annum to defray the costs and expenses incurred for said maintenance. The Golf Course Superintendent will be a special class of employee of the City, listed on the City's payroll as such and entitled to all employee benefits as any other City employee. However, except as specifically required in this contract, the Superintendent shall be under the supervision, control and direction of the Garnett Country Club. The City

shall invoice GCC each month for full reimbursement of all costs of salary and benefits; GCC will pay each invoice within 30 days of the date of issuance.

The golf course will be kept and maintained in good condition, including but not limited to, proper mowing of rough areas. The obligation to maintain the fairways is suspended during any period of declared water emergency in the City of Garnett which results in restrictions on the use of water in accordance with the City's water emergency usage restrictions. The GCC superintendent is expected to attend weekly department head meetings and complete other potential responsibilities as determined by the City Manager and GCC Board of Directors.

GCC shall not use the said course for any activity inconsistent with the operation of a golf course. Use of the course by public schools for cross country sports or golf competition, or in connection with any such activity as a part of the school's physical education program, is specifically permitted. Any other inconsistent activity shall be allowed on a case by case basis and only upon the express written authority given to GCC by the City.

This lease shall be subject to the controlled usage of the course area for such other public uses that are not inconsistent with the use of said area as a golf course and any other use to which the area may be subjected shall be under the joint control of the CITY and GCC . Authority to utilize the course area for other public activities not inconsistent with its use as a golf course is specifically reserved to the CITY. The control of all roads and travel ways within the golf course area is specifically reserved to the CITY.

It is further agreed that GCC shall, at all times, hold open membership or to allow public usage of the golf course under its supervision, provided that GCC shall have the right to make a reasonable charge for usage of such course on

a green fees basis or an annual membership basis. The CITY may, during the term of this lease, make additional payments to GCC for maintenance of the golf course. Any payment made under the terms of this paragraph shall be solely with the discretion of the CITY and any such payment.

GCC shall cooperate in every manner with the CITY to keep, maintain, and use the golf course in a manner consistent with the best interests of the community at large. As a part of the consideration for this Contract and without any further obligation on the part of the CITY to make the payment to the Club, GCC shall indemnify the CITY by reason of the use by GCC of the said golf course.

It is further agreed that this lease shall be for a primary term of ten (10) years, but may be canceled by either party upon at least one (1) year written notice delivered to the other. Any such written notice shall provide for termination on the anniversary date hereof, namely January 1<sup>st</sup>. At the expiration of the primary term hereof unless canceled, this lease shall continue on a year to year base indefinitely.

In the event of termination or expiration, GCC shall restore the CITY to full and complete possession of the premises and any and all improvements thereupon situated, including improvements which may from time to time during the period of the lease or any prior lease have been added. The CITY shall have no further obligation to compensate GCC in any manner whatsoever for any such improvements, and such improvements to the course or any building or fixture thereupon situated are acknowledged to be exclusively the property of the CITY.

This lease is intended to supersede the present lease between the City and GCC.

IN WITNESS WHEREOF, the said parties have hereunto set their hands  
this **Fourteenth (28<sup>th</sup>)** day of July, 2020.

THE CITY OF GARNETT, KANSAS

Brigitte Brecheisen Huss  
Brigitte Brecheisen-Huss, Mayor

ATTEST:

Travis Wilson  
Travis Wilson, City Clerk



GARNETT COUNTRY CLUB

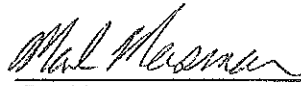
\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

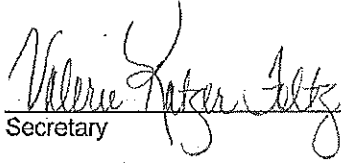


GARNETT COUNTRY CLUB



President

ATTEST:



Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
GOVERNMENT ADMINISTRAT	GENERAL	BRIGHTSPEED COMMUNICATIONS	CITY HALL	112.74
		DIGITAL CONNECTIONS, INC.	ADMIN/COM DEV COPIES - JUN	171.84
			ADMIN/COM DEV COPIES	191.94
		FAMILY CONCEPTS LTD	LITTLE PEOPLE PROGRAM	149.93
		GARNETT POST OFFICE	SEPT UTILITY BILLING	700.00
		GARNETT PUBLISHING, INC.	ORD 4250 PUBLICATION	36.40
			ORD 4251 PUBLICATION	40.36
			ORD 4252 PUBLICATION	41.68
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	173.97
			MOBIL 5W-30 SPLIT	66.68
		ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING	3,588.00
		BUCKLER'S SPARKLING WINDOWS	CLEAN WINDOWS AT CITY HALL	235.00
		KANSAS STATE TREASURER	KANSAS STATE TREASURER	1,764.00
		LEAGUE OF KANSAS MUNICIPALITIES	COMMISSIONER LOCKE KORA/KO	100.00
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	228.57
		SOLANDER, TERRY	CID/TIF FAMILY DOLLAR	740.00
		VISA - CARD SERVICES	ADOBE VISA SPLIT	21.59
			MICROSOFT VISA SPLIT	26.40
			VISA SPLIT	339.98
			VISA SPLIT	108.65
			VISA SPLIT	39.00
			VISA SPLIT	111.67
		VERIZON	VERIZON SPLIT	68.54_
			TOTAL:	9,056.94
COMMUNITY DEVELOPMENT	GENERAL	DIGITAL CONNECTIONS, INC.	ADMIN/COM DEV COPIES - JUN	260.76
			ADMIN/COM DEV COPIES	215.52
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	108.38
		EVERGY	COM DEV #7745674439	26.00
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	76.19
		VISA - CARD SERVICES	ADOBE VISA SPLIT	21.49
			MICROSOFT VISA SPLIT	9.90
			VISA SPLIT	3.63
			VISA SPLIT	7.72
			VISA SPLIT	212.07
		VERIZON	VERIZON SPLIT	87.71_
			TOTAL:	1,029.37
PARKS, RECREATION & CE	GENERAL	BRUMMEL FARM SERVICE	FLY STRIPS	2.00
			TUBING FOR DUMPSTERS	520.00
		D & S SANITATION LLC	CAMPGROUND/SOCCER FIELD TO	170.00
			SOCCERFIELD/CAMPGROUND	170.00
		GARNETT PUBLISHING, INC.	PARK/REC/CEM AD	78.80
			DIRECTOR PARK/REC AD	157.60
			REC DIRECTOR AD	157.60
		GARNETT HOME CENTER	74733/74808/74842/74865/74	25.99
		GERKEN RENT-ALL, INC	NORTH LAKE TOILETS	357.50
			RESERVOIR TOILETS	627.00
		HAMPEL OIL DISTRIBUTORS, INC.	AUG PK EQUIP SPLIT	497.28
			AUG PK FUEL SPLIT	1,491.83
			MOBIL 5W-30 SPLIT	146.70
			JULY PARK FUEL SPLIT	254.13
			JULY PARK EQUIP SPLIT	762.39
		MCSPADDEN, ANGELA	ZUMBA CLASS - SEPTEMBER	60.00
		ZIMMERMAN, KATHY	ZIMMERMAN, KATHY REIM YOGA	535.73
		EVERGY	PARKS #9127811310	197.11

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			CAMPSITES #5102657023	156.91
			CAMPSITE #0638664876	24.82
		MILLER HARDWARE	MILLER HDWARE SPLIT	54.99
			MILLER HDWARE SPLIT	215.54
			MILLER HDWARE SPLIT	99.98
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	101.59
		SAM'S CLUB	REC CTR EQUIP REPAIR	399.43
			POOL VALV	168.48
		VALIDITY SCREENING SOLUTIONS	PRE EMPLOYEE SCREENING	52.00
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	3.30
			VISA SPLIT	3.63
			VISA SPLIT	66.32
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	38.99
			NAPA AUG SPLIT	7.50
		YOURMEMBERSHIP.COM, INC	PARK/REC DIRECTOR AD	85.00
		KLEHAMMER, BRENDA JE'NELLE	JULY/AUG YOGA 33 @ 15.00	495.00_
			TOTAL:	8,185.14
STREET & STORMWATER	GENERAL	BRUMMEL FARM SERVICE	(40) STRAPS	50.00
		GARNETT HOME CENTER	74733/74808/74842/74865/74	9.18
			74733/74808/74842/74865/74	24.97
			74733/74808/74842/74865/74	3.49
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	683.91
			JULY-AUG ON ROAD SPLIT	1,199.11
			JULY-AUG OFF ROAD SPLIT	555.01
			JULY-AUG EQUIP FUEL SPLIT	10.25
		SNAP-ON CREDIT LLC	SNAP-ON CREDIT LLC	46.75
		LEO'S AUTO SUPPLY, INC.	OIL FILTER (12)	136.80
			(2) FILTERS	28.80
		MILLER HARDWARE	MILLER HDWARE SPLIT	9.58
			MILLER HDWARE SPLIT	365.93
			MILLER HDWARE SPLIT	39.00
		NATIONAL SIGN COMPANY	NO TRUCK ALLOWED	567.00
			SIGNAGE	504.00
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	101.59
		PENKA AUTO REPAIR	2016 CHEV REPAIR	139.39
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	0.66
			VISA SPLIT	5.47
			VISA SPLIT	92.32
		VERIZON	VERIZON SPLIT	41.35
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	20.80
			NAPA AUG SPLIT	238.00
			NAPA AUG SPLIT	8.70_
			TOTAL:	4,882.06
MUNICIPAL AIRPORT	AIRPORT	HAMPEL OIL DISTRIBUTORS, INC.	MOBIL 5W-30 SPLIT	66.68
		SCHETTLER, PAT	SEPTEMBER WAGES	2,507.96
			REIMB TOLL/HOTEL 4STATE CO	236.83
		VISA - CARD SERVICES	VISA SPLIT	425.00
			VISA SPLIT	8.90
		VERIZON	VERIZON SPLIT	41.34_
			TOTAL:	3,286.71
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIES	80.86
		MILLER HARDWARE	MILLER HDWARE SPLIT	0.99
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	177.78

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		VISA - CARD SERVICES	VISA SPLIT	32.20
			VISA SPLIT	107.59
			VISA SPLIT	69.39_
			TOTAL:	468.81
FIRE DEPARTMENT	PUBLIC SAFETY	MUNICIPAL EMERGENCY SERVICES	FIRE-SCBA FLOW TEST	1,089.73
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	25.40
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	3.30_
			TOTAL:	1,118.43
POLICE DEPARTMENT	PUBLIC SAFETY	ANDERSON CO SHERIFF'S DEPT.	AUG LIVE SCAN	150.00
		AXON ENTERPRISE, INC.	CAMERAS - BODY	6,199.83
		HAMPEL OIL DISTRIBUTORS, INC.	MOBIL 5W-30 SPLIT	1,173.63
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	203.17
		OPTIV SECURITY INC.	OPTIV SECURITY INC.	109.58
		RICHMOND BODY WORKS LLC	2018 FORD F-150	5,211.23
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	16.50
			VISA SPLIT	303.95
			VISA SPLIT	1,274.00
			VISA SPLIT	348.02
		VERIZON	VERIZON SPLIT	40.01
			VERIZON SPLIT	420.83
		WEX BANK	AUGUST FUEL	800.09
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	34.79_
			TOTAL:	16,285.63
TOURISM	TOURISM	SOUTHEAST KANSAS LIVING	FALL 2023 ISSUE	405.00_
			TOTAL:	405.00
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ACCESS BILLING	267.23
		BRIGHTSPEED COMMUNICATIONS	POWER PLANT	46.92
			ACCESS BILLING	603.76
		CINTAS CORPORATION # 430	ELEC DIST/POWER PLANT	71.06
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	108.95
			JULY-AUG EQUIP FUEL SPLIT	362.20
		LUNDCO	LG A TORK TOWELS	69.12
		MILLER HARDWARE	MILLER HDWARE SPLIT	18.99
			MILLER HDWARE SPLIT	602.97
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	101.59
		VISA - CARD SERVICES	VISA SPLIT	1.84_
			TOTAL:	2,254.63
ELECTRIC DISTRIBUTION	ELECTRIC	BORDER STATES INDUSTRIES, INC	ETHANOL PLANT METER	527.99
			THM-C5-BB COVER HTAP	165.61
		CINTAS CORPORATION # 430	ELEC DIST/POWER PLANT	8.78
			ELEC DIST/POWER PLANT	45.04
			UNIFORMS/JANITORIAL	56.22
			UNIFORMS/JANITORIAL	8.78
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	545.87
			JULY-AUG ON ROAD SPLIT	1,079.33
			JULY-AUG OFF ROAD SPLIT	74.92
			JULY-AUG EQUIP FUEL SPLIT	28.52
		TYNDALE COMPANY	RAIN BIB OVERALL XLRG	103.00
			INV# 3094633	158.00-
			RAIN JACKET XLRG	168.95
		BRAUN INTERTEC CORP	831 S OAK SITE INVESTIGATI	802.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONE CALL SPLIT	14.10
		LUNDSCO	LG A TORK TOWELS	34.56
		MILLER HARDWARE	MILLER HDWARE SPLIT	297.87
			MILLER HDWARE SPLIT	34.36
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	101.59
		VISA - CARD SERVICES	VISA SPLIT	21.14
			VISA SPLIT	10.89
		VERIZON	VERIZON SPLIT	46.35
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	21.30
			TOTAL:	4,039.39
GAS	GAS	DC & B SUPPLY INC	GAS FITTINGS/VALVES	291.22
		GARNETT PUBLISHING, INC.	GAS FORMS (50)	60.00
		GARNETT HOME CENTER	74733/74808/74842/74865/74	10.00
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	158.00
			JULY-AUG ON ROAD SPLIT	83.03
			MOBIL 5W-30 SPLIT	86.69
		BRAUN INTERTEC CORP	831 S OAK SITE INVESTIGATI	802.21
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONE CALL SPLIT	14.10
		LUNDSCO	LG A TORK TOWELS	34.56
		MILLER HARDWARE	MILLER HDWARE SPLIT	66.49
			MILLER HDWARE SPLIT	24.56
			MILLER HDWARE SPLIT	84.00
			MILLER HDWARE SPLIT	7.59
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	50.79
		OLATHE WINWATER WORKS CO.	GAS FITTINGS/VALVES	592.00
		VISA - CARD SERVICES	ADOBE VISA SPLIT	10.74
			MICROSOFT VISA SPLIT	0.66
			VISA SPLIT	382.98
			VISA SPLIT	14.76
			VISA SPLIT	10.89
			VISA SPLIT	672.00
			TOTAL:	3,457.27
SANITATION	SANITATION	ANDERSON CO SOLID WASTE	ANDERSON CO SOLID WASTE	8,312.85
		ARMOR EQUIPMENT	DUMPSTERS (6) 1.5YD (6) 2	8,198.24
		GARNETT PUBLISHING, INC.	REFUSE COLLECTOR AD	78.80
			REFUSE COLLECTOR AD	78.80
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG ON ROAD SPLIT	1,983.77
		BRAUN INTERTEC CORP	831 S OAK SITE INVESTIGATI	802.21
		MILLER HARDWARE	MILLER HDWARE SPLIT	114.99
			MILLER HDWARE SPLIT	96.30
			MILLER HDWARE SPLIT	25.74
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	101.59
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	0.66
			VISA SPLIT	11.72
			VISA SPLIT	63.73
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	27.04
			NAPA AUG SPLIT	0.49
			NAPA AUG SPLIT	12.99
			TOTAL:	19,909.92
WASTEWATER	WASTEWATER	ALLEN COUNTY PUBLIC WORKS	SLUDGE	594.88
		BRIGHTSPEED COMMUNICATIONS	WASTEWATER	154.69
			WASTEWATER	78.52
		GARNETT HOME CENTER	74733/74808/74842/74865/74	22.82

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	285.77
			JULY-AUG ON ROAD SPLIT	160.61
			JULY-AUG EQUIP FUEL SPLIT	15.40
		OLATHE FORD LINCOLN	FORD F550 REPAIR	2,696.11
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONE CALL SPLIT	14.10
		LLOYD HAROLD	2 PUMP REPAIR	472.50
		MILLER HARDWARE	MILLER HDWARE SPLIT	9.49
			MILLER HDWARE SPLIT	11.98
			MILLER HDWARE SPLIT	8.19
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	50.79
		VISA - CARD SERVICES	MICROSOFT VISA SPLIT	0.66
			VISA SPLIT	21.13
			VISA SPLIT	48.05
		VERIZON	VERIZON SPLIT	41.35
		WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	1.50
		WOLKEN PLBG. & ELECTRIC, INC.	WWTR AC UNIT	182.49
			TOTAL:	4,871.03
WATER	WATER	ACCURATE ENVIRONMENTAL LLC	CHEMICALS	500.19
		GARNETT PUBLISHING, INC.	WATER FORMS (50)	60.00
		GARNETT HOME CENTER	74733/74808/74842/74865/74	9.99
		HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	337.10
			JULY-AUG ON ROAD SPLIT	83.03
			JULY-AUG EQUIP FUEL SPLIT	9.70
			MOBIL 5W-30 SPLIT	166.71
		HAWKINS, INC.	CHEMICALS	6,974.49
			CHEMICALS	19,321.06
		KANSAS TURNPIKE AUTHORITY	KTAG-WATER EXAMS	7.80
		BRAUN INTERTEC CORP	831 S OAK SITE INVESTIGATI	802.22
		KANSAS ONE-CALL SYSTEM INC. DIST	KS ONE CALL SPLIT	14.10
		LUNDCO	LG A TORK TOWELS	69.12
			LG A TORK TOWELS	69.12
		MILLER HARDWARE	MILLER HDWARE SPLIT	36.97
			MILLER HDWARE SPLIT	21.26
			MILLER HDWARE SPLIT	63.61
			MILLER HDWARE SPLIT	66.48
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	50.80
			SEMI ANNUAL SPLIT	101.57
		PACE ANALYTICAL SERVICES LLC	WATER TESTING	287.50
		VISA - CARD SERVICES	ADOBE VISA SPLIT	10.75
			MICROSOFT VISA SPLIT	0.66
			VISA SPLIT	14.75
			VISA SPLIT	10.88
			VISA SPLIT	16.00
		WHITAKER AGGREGATES, INC.	CRUSHER RUN WATER PROJECT	80.30
			TOTAL:	29,186.16
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	NEW DIRECTIONS	SEMI ANNUAL SPLIT	25.40
		VISA - CARD SERVICES	ADOBE VISA SPLIT	21.49
			MICROSOFT VISA SPLIT	3.30
			VISA SPLIT	17.64
			VISA SPLIT	3.63
			TOTAL:	71.46
PARKSIDE #1	PARKSIDE #1	ALL-IN-ONE PEST, HOME & LAWN, LLC	PS1 PS2 BEDBUG FOLLOWUP	87.50
			GHA BED BUG SPLIT	37.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		BRIGHTSPEED COMMUNICATIONS	GHA SPLIT	89.99
			GHA SPLIT	91.74
		DIGITAL CONNECTIONS, INC.	GHA COPIER	7.60
			COPIER GHA SPLIT	99.20
		GARNETT HOME CENTER	GHA PKSIDE1 SPLIT	121.65
		HAMPEL OIL DISTRIBUTORS, INC.	AUG GHA FUEL SPLIT	112.44
			MOBIL 5W-30 SPLIT	26.67
			JULY GHA FUEL SPLIT	57.47
		HD SUPPLY, INC	GHA HVAC SPLIT	95.43
		MEI TOTAL ELEVATOR SOLUTIONS	GHA ELEVATOR SPLIT	296.33
		MILLER HARDWARE	GHA SPLIT	5.98
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	33.87
		VISA - CARD SERVICES	VISA SPLIT	256.87
			VISA SPLIT	182.76
		WOLKEN PLBG. & ELECTRIC, INC.	PKSIDE 1 REPAIR WATER LEAK	550.66
			TOTAL:	2,153.66
PARKSIDE #2	PARKSIDE #2	ALL-IN-ONE PEST, HOME & LAWN, LLC	PS1 PS2 BEDBUG FOLLOWUP	87.50
			GHA BED BUG SPLIT	37.50
		BRIGHTSPEED COMMUNICATIONS	GHA SPLIT	89.99
			GHA SPLIT	91.74
		DIGITAL CONNECTIONS, INC.	GHA COPIER	7.60
			COPIER GHA SPLIT	99.20
		GARNETT HOME CENTER	GHA PKSIDE2 SPLIT	127.64
		HAMPEL OIL DISTRIBUTORS, INC.	AUG GHA FUEL SPLIT	112.44
			MOBIL 5W-30 SPLIT	26.67
			JULY GHA FUEL SPLIT	57.46
		HD SUPPLY, INC	GHA HVAC SPLIT	95.43
		MEI TOTAL ELEVATOR SOLUTIONS	GHA ELEVATOR SPLIT	296.32
		MILLER HARDWARE	GHA SPLIT	125.97
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	33.86
		VISA - CARD SERVICES	VISA SPLIT	256.87
			VISA SPLIT	182.77
			TOTAL:	1,728.96
PARK PLAZA NORTH	PARK PLAZA NORTH	ALL-IN-ONE PEST, HOME & LAWN, LLC	PPN FERTILIZATION	180.00
		BRIGHTSPEED COMMUNICATIONS	GHA SPLIT	89.99
			GHA SPLIT	91.73
		DIGITAL CONNECTIONS, INC.	GHA COPIER	7.60
			COPIER GHA SPLIT	99.20
		GARNETT HOME CENTER	GHA PPN SPLIT	208.12
		HAMPEL OIL DISTRIBUTORS, INC.	AUG GHA FUEL SPLIT	112.45
			MOBIL 5W-30 SPLIT	26.68
			JULY GHA FUEL SPLIT	57.46
		HD SUPPLY, INC	GHA HVAC SPLIT	95.43
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	33.86
		VISA - CARD SERVICES	VISA SPLIT	182.77
			VISA SPLIT	773.00
			TOTAL:	1,958.29
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	GARVER, LLC	AIRPORT LAND ACQUISITION	6,572.46
		HACH CHEMICAL COMPANY	2 PUMPS	4,835.00
			TOTAL:	11,407.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
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## ===== FUND TOTALS =====

101	GENERAL	23,153.51
102	AIRPORT	3,286.71
104	LIBRARY	468.81
105	PUBLIC SAFETY	17,404.06
107	TOURISM	405.00
109	ELECTRIC	6,294.02
110	GAS	3,457.27
111	SANITATION	19,909.92
112	WASTEWATER	4,871.03
113	WATER	29,186.16
114	ECONOMIC DEVELOPMENT	71.46
115	PARKSIDE #1	2,153.66
116	PARKSIDE #2	1,728.96
117	PARK PLAZA NORTH	1,958.29
118	CAPITAL IMPROVEMENT	11,407.46

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GRAND TOTAL: 125,756.32  
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TOTAL PAGES: 7



VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ACCURATE ENVIRONMENTAL LLC	CHEMICALS	WATER	WATER	500.19_
			TOTAL:	500.19
ALL-IN-ONE PEST, HOME & LAWN, LLC	PS1 PS2 BEDBUG FOLLOWUP	PARKSIDE #1	PARKSIDE #1	87.50
	GHA BED BUG SPLIT	PARKSIDE #1	PARKSIDE #1	37.50
	PS1 PS2 BEDBUG FOLLOWUP	PARKSIDE #2	PARKSIDE #2	87.50
	GHA BED BUG SPLIT	PARKSIDE #2	PARKSIDE #2	37.50
	PPN FERTILIZATION	PARK PLAZA NORTH	PARK PLAZA NORTH	180.00_
			TOTAL:	430.00
ALLEN COUNTY PUBLIC WORKS	SLUDGE	WASTEWATER	WASTEWATER	594.88_
			TOTAL:	594.88
ANDERSON CO SHERIFF'S DEPT.	AUG LIVE SCAN	PUBLIC SAFETY	POLICE DEPARTMENT	150.00_
			TOTAL:	150.00
ANDERSON CO SOLID WASTE	ANDERSON CO SOLID WASTE	SANITATION	SANITATION	8,312.85_
			TOTAL:	8,312.85
ARCHIVE SOCIAL	SOCIAL MEDIA ARCHIVING	GENERAL	GOVERNMENT ADMINISTRAT	3,588.00_
			TOTAL:	3,588.00
ARMOR EQUIPMENT	DUMPSTERS (6) 1.5YD (6) 2 SANITATION		SANITATION	8,198.24_
			TOTAL:	8,198.24
AT & T	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	267.23_
			TOTAL:	267.23
AXON ENTERPRISE, INC.	CAMERAS - BODY	PUBLIC SAFETY	POLICE DEPARTMENT	6,199.83_
			TOTAL:	6,199.83
BORDER STATES INDUSTRIES, INC	ETHANOL PLANT METER	ELECTRIC	ELECTRIC DISTRIBUTION	527.99
	THM-C5-BB COVER HTAP	ELECTRIC	ELECTRIC DISTRIBUTION	165.61_
			TOTAL:	693.60
BRAUN INTERTEC CORP	831 S OAK SITE INVESTIGATI	ELECTRIC	ELECTRIC DISTRIBUTION	802.22
	831 S OAK SITE INVESTIGATI	GAS	GAS	802.21
	831 S OAK SITE INVESTIGATI	SANITATION	SANITATION	802.21
	831 S OAK SITE INVESTIGATI	WATER	WATER	802.22_
			TOTAL:	3,208.86
BRIGHTSPEED COMMUNICATIONS	CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	112.74
	POWER PLANT	ELECTRIC	ELECTRIC PRODUCTION	46.92
	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	603.76
	WASTEWATER	WASTEWATER	WASTEWATER	154.69
	WASTEWATER	WASTEWATER	WASTEWATER	78.52
	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	89.99
	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	91.74
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	89.99
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	91.74
	GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	89.99
	GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	91.73_
			TOTAL:	1,541.81
BRUMMEL FARM SERVICE	FLY STRIPS	GENERAL	PARKS, RECREATION & CE	2.00
	TUBING FOR DUMPSTERS	GENERAL	PARKS, RECREATION & CE	520.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	(40) STRAPS	GENERAL	STREET & STORMWATER	50.00_
			TOTAL:	572.00
BUCKLER'S SPARKLING WINDOWS	CLEAN WINDOWS AT CITY HALL	GENERAL	GOVERNMENT ADMINISTRAT	235.00_
			TOTAL:	235.00
CINTAS CORPORATION # 430	ELEC DIST/POWER PLANT	ELECTRIC	ELECTRIC PRODUCTION	71.06
	ELEC DIST/POWER PLANT	ELECTRIC	ELECTRIC DISTRIBUTION	8.78
	ELEC DIST/POWER PLANT	ELECTRIC	ELECTRIC DISTRIBUTION	45.04
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	56.22
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	8.78_
			TOTAL:	189.88
D & S SANITATION LLC	CAMPGROUND/SOCCER FIELD TO	GENERAL	PARKS, RECREATION & CE	170.00
	SOCCERFIELD/CAMPGROUND	GENERAL	PARKS, RECREATION & CE	170.00_
			TOTAL:	340.00
DC & B SUPPLY INC	GAS FITTINGS/VALVES	GAS	GAS	291.22_
			TOTAL:	291.22
DIGITAL CONNECTIONS, INC.	ADMIN/COM DEV COPIES - JUN	GENERAL	GOVERNMENT ADMINISTRAT	171.84
	ADMIN/COM DEV COPIES	GENERAL	GOVERNMENT ADMINISTRAT	191.94
	ADMIN/COM DEV COPIES - JUN	GENERAL	COMMUNITY DEVELOPMENT	260.76
	ADMIN/COM DEV COPIES	GENERAL	COMMUNITY DEVELOPMENT	215.52
	LIBRARY COPIES	LIBRARY	LIBRARY	80.86
	GHA COPIER	PARKSIDE #1	PARKSIDE #1	7.60
	COPIER GHA SPLIT	PARKSIDE #1	PARKSIDE #1	99.20
	GHA COPIER	PARKSIDE #2	PARKSIDE #2	7.60
	COPIER GHA SPLIT	PARKSIDE #2	PARKSIDE #2	99.20
	GHA COPIER	PARK PLAZA NORTH	PARK PLAZA NORTH	7.60
	COPIER GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	99.20_
			TOTAL:	1,241.32
EVERGY	COM DEV #7745674439	GENERAL	COMMUNITY DEVELOPMENT	26.00
	PARKS #9127811310	GENERAL	PARKS, RECREATION & CE	197.11
	CAMPSITES #5102657023	GENERAL	PARKS, RECREATION & CE	156.91
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	24.82_
			TOTAL:	404.84
FAMILY CONCEPTS LTD	LITTLE PEOPLE PROGRAM	GENERAL	GOVERNMENT ADMINISTRAT	149.93_
			TOTAL:	149.93
GARNETT HOME CENTER	74733/74808/74842/74865/74	GENERAL	PARKS, RECREATION & CE	25.99
	74733/74808/74842/74865/74	GENERAL	STREET & STORMWATER	9.18
	74733/74808/74842/74865/74	GENERAL	STREET & STORMWATER	24.97
	74733/74808/74842/74865/74	GENERAL	STREET & STORMWATER	3.49
	74733/74808/74842/74865/74	GAS	GAS	10.00
	74733/74808/74842/74865/74	WASTEWATER	WASTEWATER	22.82
	74733/74808/74842/74865/74	WATER	WATER	9.99
	GHA PKSIDE1 SPLIT	PARKSIDE #1	PARKSIDE #1	121.65
	GHA PKSIDE2 SPLIT	PARKSIDE #2	PARKSIDE #2	127.64
	GHA PPN SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	208.12_
			TOTAL:	563.85
GARNETT POST OFFICE	SEPT UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	700.00_
			TOTAL:	700.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
GARNETT PUBLISHING, INC.	ORD 4250 PUBLICATION	GENERAL	GOVERNMENT ADMINISTRAT	36.40
	ORD 4251 PUBLICATION	GENERAL	GOVERNMENT ADMINISTRAT	40.36
	ORD 4252 PUBLICATION	GENERAL	GOVERNMENT ADMINISTRAT	41.68
	PARK/REC/CEM AD	GENERAL	PARKS, RECREATION & CE	78.80
	DIRECTOR PARK/REC AD	GENERAL	PARKS, RECREATION & CE	157.60
	REC DIRECTOR AD	GENERAL	PARKS, RECREATION & CE	157.60
	GAS FORMS (50)	GAS	GAS	60.00
	REFUSE COLLECTOR AD	SANITATION	SANITATION	78.80
	REFUSE COLLECTOR AD	SANITATION	SANITATION	78.80
	WATER FORMS (50)	WATER	WATER	60.00_
			TOTAL:	790.04
GARVER, LLC	AIRPORT LAND ACQUISITION	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	6,572.46_
			TOTAL:	6,572.46
GERKEN RENT-ALL, INC	NORTH LAKE TOILETS	GENERAL	PARKS, RECREATION & CE	357.50
	RESERVOIR TOILETS	GENERAL	PARKS, RECREATION & CE	627.00_
			TOTAL:	984.50
HACH CHEMICAL COMPANY	2 PUMPS	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	4,835.00_
			TOTAL:	4,835.00
HAMPEL OIL DISTRIBUTORS, INC.	JULY-AUG FUEL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	173.97
	MOBIL 5W-30 SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	66.68
	JULY-AUG FUEL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	108.38
	AUG PK EQUIP SPLIT	GENERAL	PARKS, RECREATION & CE	497.28
	AUG PK FUEL SPLIT	GENERAL	PARKS, RECREATION & CE	1,491.83
	MOBIL 5W-30 SPLIT	GENERAL	PARKS, RECREATION & CE	146.70
	JULY PARK FUEL SPLIT	GENERAL	PARKS, RECREATION & CE	254.13
	JULY PARK EQUIP SPLIT	GENERAL	PARKS, RECREATION & CE	762.39
	JULY-AUG FUEL SPLIT	GENERAL	STREET & STORMWATER	683.91
	JULY-AUG ON ROAD SPLIT	GENERAL	STREET & STORMWATER	1,199.11
	JULY-AUG OFF ROAD SPLIT	GENERAL	STREET & STORMWATER	555.01
	JULY-AUG EQUIP FUEL SPLIT	GENERAL	STREET & STORMWATER	10.25
	MOBIL 5W-30 SPLIT	AIRPORT	MUNICIPAL AIRPORT	66.68
	MOBIL 5W-30 SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	1,173.63
	JULY-AUG FUEL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	108.95
	JULY-AUG EQUIP FUEL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	362.20
	JULY-AUG FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	545.87
	JULY-AUG ON ROAD SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	1,079.33
	JULY-AUG OFF ROAD SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	74.92
	JULY-AUG EQUIP FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	28.52
	JULY-AUG FUEL SPLIT	GAS	GAS	158.00
	JULY-AUG ON ROAD SPLIT	GAS	GAS	83.03
	MOBIL 5W-30 SPLIT	GAS	GAS	86.69
	JULY-AUG ON ROAD SPLIT	SANITATION	SANITATION	1,983.77
	JULY-AUG FUEL SPLIT	WASTEWATER	WASTEWATER	285.77
	JULY-AUG ON ROAD SPLIT	WASTEWATER	WASTEWATER	160.61
	JULY-AUG EQUIP FUEL SPLIT	WASTEWATER	WASTEWATER	15.40
	JULY-AUG FUEL SPLIT	WATER	WATER	337.10
	JULY-AUG ON ROAD SPLIT	WATER	WATER	83.03
	JULY-AUG EQUIP FUEL SPLIT	WATER	WATER	9.70
	MOBIL 5W-30 SPLIT	WATER	WATER	166.71
	AUG GHA FUEL SPLIT	PARKSIDE #1	PARKSIDE #1	112.44
	MOBIL 5W-30 SPLIT	PARKSIDE #1	PARKSIDE #1	26.67
	JULY GHA FUEL SPLIT	PARKSIDE #1	PARKSIDE #1	57.47

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	AUG GHA FUEL SPLIT	PARKSIDE #2	PARKSIDE #2	112.44
	MOBIL 5W-30 SPLIT	PARKSIDE #2	PARKSIDE #2	26.67
	JULY GHA FUEL SPLIT	PARKSIDE #2	PARKSIDE #2	57.46
	AUG GHA FUEL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	112.45
	MOBIL 5W-30 SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	26.68
	JULY GHA FUEL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	57.46_
		TOTAL:		13,349.29
HAWKINS, INC.	CHEMICALS	WATER	WATER	6,974.49
	CHEMICALS	WATER	WATER	19,321.06_
		TOTAL:		26,295.55
HD SUPPLY, INC	GHA HVAC SPLIT	PARKSIDE #1	PARKSIDE #1	95.43
	GHA HVAC SPLIT	PARKSIDE #2	PARKSIDE #2	95.43
	GHA HVAC SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	95.43_
		TOTAL:		286.29
KANSAS ONE-CALL SYSTEM INC. DIST	KS ONE CALL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	14.10
	KS ONE CALL SPLIT	GAS	GAS	14.10
	KS ONE CALL SPLIT	WASTEWATER	WASTEWATER	14.10
	KS ONE CALL SPLIT	WATER	WATER	14.10_
		TOTAL:		56.40
KANSAS STATE TREASURER	KANSAS STATE TREASURER	GENERAL	GOVERNMENT ADMINISTRAT	1,764.00_
			TOTAL:	1,764.00
KLEHAMMER, BRENDA JE'NELLE	JULY/AUG YOGA 33 @ 15.00	GENERAL	PARKS, RECREATION & CE	495.00_
			TOTAL:	495.00
KANSAS TURNPIKE AUTHORITY	KTAG-WATER EXAMS	WATER	WATER	7.80_
			TOTAL:	7.80
LEAGUE OF KANSAS MUNICIPALITIES	COMMISSIONER LOCKE KORA/KO	GENERAL	GOVERNMENT ADMINISTRAT	100.00_
			TOTAL:	100.00
LEO'S AUTO SUPPLY, INC.	OIL FILTER (12)	GENERAL	STREET & STORMWATER	136.80
	(2) FILTERS	GENERAL	STREET & STORMWATER	28.80_
			TOTAL:	165.60
LLOYD HAROLD	2 PUMP REPAIR	WASTEWATER	WASTEWATER	472.50_
			TOTAL:	472.50
LUNDGO	LG A TORK TOWELS	ELECTRIC	ELECTRIC PRODUCTION	69.12
	LG A TORK TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	34.56
	LG A TORK TOWELS	GAS	GAS	34.56
	LG A TORK TOWELS	WATER	WATER	69.12
	LG A TORK TOWELS	WATER	WATER	69.12_
			TOTAL:	276.48
MCSPADDEN, ANGELA	ZUMBA CLASS - SEPTEMBER	GENERAL	PARKS, RECREATION & CE	60.00_
			TOTAL:	60.00
MEI TOTAL ELEVATOR SOLUTIONS	GHA ELEVATOR SPLIT	PARKSIDE #1	PARKSIDE #1	296.33
	GHA ELEVATOR SPLIT	PARKSIDE #2	PARKSIDE #2	296.32_
			TOTAL:	592.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MILLER HARDWARE	MILLER HDWARE SPLIT	GENERAL	PARKS, RECREATION & CE	54.99
	MILLER HDWARE SPLIT	GENERAL	PARKS, RECREATION & CE	215.54
	MILLER HDWARE SPLIT	GENERAL	PARKS, RECREATION & CE	99.98
	MILLER HDWARE SPLIT	GENERAL	STREET & STORMWATER	9.58
	MILLER HDWARE SPLIT	GENERAL	STREET & STORMWATER	365.93
	MILLER HDWARE SPLIT	GENERAL	STREET & STORMWATER	39.00
	MILLER HDWARE SPLIT	LIBRARY	LIBRARY	0.99
	MILLER HDWARE SPLIT	ELECTRIC	ELECTRIC PRODUCTION	18.99
	MILLER HDWARE SPLIT	ELECTRIC	ELECTRIC PRODUCTION	602.97
	MILLER HDWARE SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	297.87
	MILLER HDWARE SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	34.36
	MILLER HDWARE SPLIT	GAS	GAS	66.49
	MILLER HDWARE SPLIT	GAS	GAS	24.56
	MILLER HDWARE SPLIT	GAS	GAS	84.00
	MILLER HDWARE SPLIT	GAS	GAS	7.59
	MILLER HDWARE SPLIT	SANITATION	SANITATION	114.99
	MILLER HDWARE SPLIT	SANITATION	SANITATION	96.30
	MILLER HDWARE SPLIT	SANITATION	SANITATION	25.74
	MILLER HDWARE SPLIT	WASTEWATER	WASTEWATER	9.49
	MILLER HDWARE SPLIT	WASTEWATER	WASTEWATER	11.98
	MILLER HDWARE SPLIT	WASTEWATER	WASTEWATER	8.19
	MILLER HDWARE SPLIT	WATER	WATER	36.97
	MILLER HDWARE SPLIT	WATER	WATER	21.26
	MILLER HDWARE SPLIT	WATER	WATER	63.61
	MILLER HDWARE SPLIT	WATER	WATER	66.48
	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	5.98
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	125.97
			TOTAL:	2,509.80
MUNICIPAL EMERGENCY SERVICES	FIRE-SCBA FLOW TEST	PUBLIC SAFETY	FIRE DEPARTMENT	1,089.73
			TOTAL:	1,089.73
NATIONAL SIGN COMPANY	NO TRUCK ALLOWED	GENERAL	STREET & STORMWATER	567.00
	SIGNAGE	GENERAL	STREET & STORMWATER	504.00
			TOTAL:	1,071.00
NEW DIRECTIONS	SEMI ANNUAL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	228.57
	SEMI ANNUAL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	76.19
	SEMI ANNUAL SPLIT	GENERAL	PARKS, RECREATION & CE	101.59
	SEMI ANNUAL SPLIT	GENERAL	STREET & STORMWATER	101.59
	SEMI ANNUAL SPLIT	LIBRARY	LIBRARY	177.78
	SEMI ANNUAL SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	25.40
	SEMI ANNUAL SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	203.17
	SEMI ANNUAL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	101.59
	SEMI ANNUAL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	101.59
	SEMI ANNUAL SPLIT	GAS	GAS	50.79
	SEMI ANNUAL SPLIT	SANITATION	SANITATION	101.59
	SEMI ANNUAL SPLIT	WASTEWATER	WASTEWATER	50.79
	SEMI ANNUAL SPLIT	WATER	WATER	50.80
	SEMI ANNUAL SPLIT	WATER	WATER	101.57
	SEMI ANNUAL SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	25.40
	SEMI ANNUAL SPLIT	PARKSIDE #1	PARKSIDE #1	33.87
	SEMI ANNUAL SPLIT	PARKSIDE #2	PARKSIDE #2	33.86
	SEMI ANNUAL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	33.86
			TOTAL:	1,600.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
OLATHE FORD LINCOLN	FORD F550 REPAIR	WASTEWATER	WASTEWATER	2,696.11_
			TOTAL:	2,696.11
OLATHE WINWATER WORKS CO.	GAS FITTINGS/VALVES	GAS	GAS	592.00_
			TOTAL:	592.00
OPTIV SECURITY INC.	OPTIV SECURITY INC.	PUBLIC SAFETY	POLICE DEPARTMENT	109.58_
			TOTAL:	109.58
PACE ANALYTICAL SERVICES LLC	WATER TESTING	WATER	WATER	287.50_
			TOTAL:	287.50
PENKA AUTO REPAIR	2016 CHEV REPAIR	GENERAL	STREET & STORMWATER	139.39_
			TOTAL:	139.39
RICHMOND BODY WORKS LLC	2018 FORD F-150	PUBLIC SAFETY	POLICE DEPARTMENT	5,211.23_
			TOTAL:	5,211.23
SAM'S CLUB	REC CTR EQUIP REPAIR	GENERAL	PARKS, RECREATION & CE	399.43
	POOL VALV	GENERAL	PARKS, RECREATION & CE	168.48_
			TOTAL:	567.91
SCHETTLER, PAT	SEPTEMBER WAGES	AIRPORT	MUNICIPAL AIRPORT	2,507.96
	REIMB TOLL/HOTEL 4STATE CO AIRPORT		MUNICIPAL AIRPORT	236.83_
			TOTAL:	2,744.79
SNAP-ON CREDIT LLC	SNAP-ON CREDIT LLC	GENERAL	STREET & STORMWATER	46.75_
			TOTAL:	46.75
SOLANDER, TERRY	CID/TIF FAMILY DOLLAR	GENERAL	GOVERNMENT ADMINISTRAT	740.00_
			TOTAL:	740.00
SOUTHEAST KANSAS LIVING	FALL 2023 ISSUE	TOURISM	TOURISM	405.00_
			TOTAL:	405.00
TYNDALE COMPANY	RAIN BIB OVERALL XLRG	ELECTRIC	ELECTRIC DISTRIBUTION	103.00
	INV# 3094633	ELECTRIC	ELECTRIC DISTRIBUTION	158.00-
	RAIN JACKET XLRG	ELECTRIC	ELECTRIC DISTRIBUTION	168.95_
			TOTAL:	113.95
VALIDITY SCREENING SOLUTIONS	PRE EMPLOYEE SCREENING	GENERAL	PARKS, RECREATION & CE	52.00_
			TOTAL:	52.00
VERIZON	VERIZON SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	68.54
	VERIZON SPLIT	GENERAL	COMMUNITY DEVELOPMENT	87.71
	VERIZON SPLIT	GENERAL	STREET & STORMWATER	41.35
	VERIZON SPLIT	AIRPORT	MUNICIPAL AIRPORT	41.34
	VERIZON SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	40.01
	VERIZON SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	420.83
	VERIZON SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	46.35
	VERIZON SPLIT	WASTEWATER	WASTEWATER	41.35_
			TOTAL:	787.48
VISA - CARD SERVICES	ADOBE VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	21.59
	MICROSOFT VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	26.40
	VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	339.98

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	108.65
	VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	39.00
	VISA SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	111.67
	ADOBE VISA SPLIT	GENERAL	COMMUNITY DEVELOPMENT	21.49
	MICROSOFT VISA SPLIT	GENERAL	COMMUNITY DEVELOPMENT	9.90
	VISA SPLIT	GENERAL	COMMUNITY DEVELOPMENT	3.63
	VISA SPLIT	GENERAL	COMMUNITY DEVELOPMENT	7.72
	VISA SPLIT	GENERAL	COMMUNITY DEVELOPMENT	212.07
	MICROSOFT VISA SPLIT	GENERAL	PARKS, RECREATION & CE	3.30
	VISA SPLIT	GENERAL	PARKS, RECREATION & CE	3.63
	VISA SPLIT	GENERAL	PARKS, RECREATION & CE	66.32
	MICROSOFT VISA SPLIT	GENERAL	STREET & STORMWATER	0.66
	VISA SPLIT	GENERAL	STREET & STORMWATER	5.47
	VISA SPLIT	GENERAL	STREET & STORMWATER	92.32
	VISA SPLIT	AIRPORT	MUNICIPAL AIRPORT	425.00
	VISA SPLIT	AIRPORT	MUNICIPAL AIRPORT	8.90
	VISA SPLIT	LIBRARY	LIBRARY	32.20
	VISA SPLIT	LIBRARY	LIBRARY	107.59
	VISA SPLIT	LIBRARY	LIBRARY	69.39
	MICROSOFT VISA SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	3.30
	MICROSOFT VISA SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	16.50
	VISA SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	303.95
	VISA SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	1,274.00
	VISA SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	348.02
	VISA SPLIT	ELECTRIC	ELECTRIC PRODUCTION	1.84
	VISA SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	21.14
	VISA SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	10.89
	ADOBE VISA SPLIT	GAS	GAS	10.74
	MICROSOFT VISA SPLIT	GAS	GAS	0.66
	VISA SPLIT	GAS	GAS	382.98
	VISA SPLIT	GAS	GAS	14.76
	VISA SPLIT	GAS	GAS	10.89
	VISA SPLIT	GAS	GAS	672.00
	MICROSOFT VISA SPLIT	SANITATION	SANITATION	0.66
	VISA SPLIT	SANITATION	SANITATION	11.72
	VISA SPLIT	SANITATION	SANITATION	63.73
	MICROSOFT VISA SPLIT	WASTEWATER	WASTEWATER	0.66
	VISA SPLIT	WASTEWATER	WASTEWATER	21.13
	VISA SPLIT	WASTEWATER	WASTEWATER	48.05
	ADOBE VISA SPLIT	WATER	WATER	10.75
	MICROSOFT VISA SPLIT	WATER	WATER	0.66
	VISA SPLIT	WATER	WATER	14.75
	VISA SPLIT	WATER	WATER	10.88
	VISA SPLIT	WATER	WATER	16.00
	ADOBE VISA SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	21.49
	MICROSOFT VISA SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	3.30
	VISA SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	17.64
	VISA SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	3.63
	VISA SPLIT	PARKSIDE #1	PARKSIDE #1	256.87
	VISA SPLIT	PARKSIDE #1	PARKSIDE #1	182.76
	VISA SPLIT	PARKSIDE #2	PARKSIDE #2	256.87
	VISA SPLIT	PARKSIDE #2	PARKSIDE #2	182.77
	VISA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	182.77
	VISA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	773.00
			TOTAL:	6,868.64

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
WEX BANK	AUGUST FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	800.09_
			TOTAL:	800.09
WHITAKER AGGREGATES, INC.	CRUSHER RUN WATER PROJECT	WATER	WATER	80.30_
			TOTAL:	80.30
WITTMAN NAPA AUTO PARTS	NAPA AUG SPLIT	GENERAL	PARKS, RECREATION & CE	38.99
	NAPA AUG SPLIT	GENERAL	PARKS, RECREATION & CE	7.50
	NAPA AUG SPLIT	GENERAL	STREET & STORMWATER	20.80
	NAPA AUG SPLIT	GENERAL	STREET & STORMWATER	238.00
	NAPA AUG SPLIT	GENERAL	STREET & STORMWATER	8.70
	NAPA AUG SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	34.79
	NAPA AUG SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	21.30
	NAPA AUG SPLIT	SANITATION	SANITATION	27.04
	NAPA AUG SPLIT	SANITATION	SANITATION	0.49
	NAPA AUG SPLIT	SANITATION	SANITATION	12.99
	NAPA AUG SPLIT	WASTEWATER	WASTEWATER	1.50_
			TOTAL:	412.10
WOLKEN PLBG. & ELECTRIC, INC.	WWTR AC UNIT	WASTEWATER	WASTEWATER	182.49
	PKSID 1 REPAIR WATER LEAK	PARKSIDE #1	PARKSIDE #1	550.66_
			TOTAL:	733.15
YOURMEMBERSHIP.COM, INC	PARK/REC DIRECTOR AD	GENERAL	PARKS, RECREATION & CE	85.00_
			TOTAL:	85.00
ZIMMERMAN, KATHY	ZIMMERMAN, KATHY REIM YOGA	GENERAL	PARKS, RECREATION & CE	535.73_
			TOTAL:	535.73

## ===== FUND TOTALS =====

101	GENERAL	23,153.51
102	AIRPORT	3,286.71
104	LIBRARY	468.81
105	PUBLIC SAFETY	17,404.06
107	TOURISM	405.00
109	ELECTRIC	6,294.02
110	GAS	3,457.27
111	SANITATION	19,909.92
112	WASTEWATER	4,871.03
113	WATER	29,186.16
114	ECONOMIC DEVELOPMENT	71.46
115	PARKSIDE #1	2,153.66
116	PARKSIDE #2	1,728.96
117	PARK PLAZA NORTH	1,958.29
118	CAPITAL IMPROVEMENT	11,407.46

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 GRAND TOTAL: 125,756.32  
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TOTAL PAGES: 8

BILLS: \$125,756.32  
 PAYROLL: \$115,450.71  
 TOTAL: \$241,207.03