



*Small, Serene, Simply Garnett.*

## City Commission Meeting **AGENDA** October 10, 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, Reuben Esh/Sam Stoltzfus, Beacon of Truth
- II. **Citizens to be Heard (Five-Minute Time Limit Per Person. Please state your name and address.)**
- III. **Governing Body Comments**
  - A. Commissioner Locke
  - B. Commissioner Cole
  - C. Mayor Sheahan
- IV. **Consent Agenda**
  - A. Approval of Minutes from September 26, 2023, Regular City Commission Meeting
  - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$778,168.42
- V. **Regular Business**
  - A. Consideration of the Chamber of Commerce Agreement.
  - B. National Businesswomen's Week Proclamation.
  - C. Domestic Violence Awareness Proclamation.
  - D. Consideration of Parkview Addition Block Party.
  - E. Consideration of Garnett Generating Capacity Contract.
- VI. **Discussion Items**
  - A. Residency Requirement
  - B. Sales Tax
  - C. City Code Meeting Dates
- VII. **Informational Items**
  - A. The Garnett Fire Department Open House will be held on Thursday, October 12<sup>th</sup> at the Garnett Fire Department at 5:30 p.m.
  - B. 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.
  - C. Representative Sharice Davids office will hold a pop-up event on October 13, 11:30-2:00, at the Garnett Public Library.
  - D. The Political Forum, hosted by Garnett BPW and Anderson County Farm Bureau, will be held on October 19, 7:00 p.m. at Town Hall Center.
  - E. The Zombie Walk, 5K Run Festival, hosted by Masonfelt Comedy, will be held at the North Lake Park and Town Square on October 28.
  - F. 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.
  - G. Light the Night Trunk-or-Treat, hosted by the First Christian Church, will be held on October 31.
- VIII. **Citizens to be Heard (Five-Minute Time Limit Per Person. Please state your name and address.)**
- IX. **Signing of Approved City Documents**
- X. **Adjournment**

The Governing Body of the City of Garnett met in regular session on September 26, 2023, at 6:00 p.m. with the following individuals present; Mayor, Jason Sheahan; City Commissioner's, Jody Cole, Mark Locke City Manager, Travis Wilson; City Clerk, Trish Brewer. City Attorney Terry Solander.

### **CALL TO ORDER**

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

The Pledge of Allegiance was recited.

Josh Ford, Trinity Baptist Church gave the invocation.

### **GOVERNING BODY COMMENTS**

- *Commissioner Locke*

Thanked the citizens for coming out to the Commission Meeting tonight, it is a pleasure to see everyone. Congratulations to everyone involved with Cornstock, it was a great success. Stated he would like the City Manager and City Attorney to contact the Cornstock Committee for a possible insurance claim on the ground damage done. City Manager, Wilson stated he has already been in contact with the Committee.

- *Commissioner Cole*

Stated she would like to echo Commissioner Locke's comments for Cornstock it was fantastic. Congratulated the Police Department on receiving the \$95,000 grant for radios. She stated ACDA meeting had been cancelled and there will be a new Director for Economic Development arriving in October. Stated she had spent time with Alyson Smith and discussed several items of concern for Garnett. State she would like setup a reoccurring day to continuously go through the Codes and Personnel Handbook

- *Mayor Sheahan*

No comment.

### **CONSENT AGENDA**

**A. Approval of Minutes from September 12, 2023, Regular City Commission Meeting**

**B. Approval of Semi-Monthly Bills and Payroll in the amount of \$1,660,982.18**

Commissioner Locke motioned to approve the consent agenda as presented.

Second by Commissioner Cole. Motion passed (3) AYE (0) NAY

### **REGULAR BUSINESS**

**A. Presentation/Discussion with Burt Peterson and Consideration of Resolution 2023-8 MIH and KHITC Grant Programs.**

Commissioner Locke motioned to approve Resolution 2023-8 MIH and KHITC Grant Programs as presented. Second by Commissioner Cole. Motion passed (3) AYE (0) NAY

**B. Consideration of TGT Request from Masonfelt Comedy.**

Commissioner Cole motioned to approve the TGT Request from Masonfelt Comedy as presented. Second by Commissioner Lock. Motion passed (3) AYE (0) NAY

**C. Consideration/Presentation/Discussion of Resolution 2023-9 by the Anderson County Kansas Property Rights Coalition.**

Mayor Sheahan opened the floor to discussion with a 5-minute limit per person on this topic.

Willard Elsasser, Jan Elsasser, Wesley Keller, Scott Morton, Jessica Morton, Franklin Urquhart, John Felman, Paula Scott, Donnie Fultz, and Wayne Hulett stated their opinions.

Commissioner Locke motioned that no action be taken on Resolution 2023-9.

Second by Commissioner Cole. Motion passed (3) AYE (0) NAY

Mayor Sheahan motioned for a 5-minute break 7:57 pm

Called back to order at 8:03pm

**D. Consideration of the Chamber of Commerce Agreement**

Commission mutually agreed to re-evaluate agreement wording, directing City Manager, Wilson and City Attorney Solander to revise the agreement and present it for approval at the next scheduled meeting.

## **DISCUSSION ITEMS**

### **A. Golf Course Agreement**

Commission mutually agreed to follow the same process as the Chamber of Commerce Agreement. Commission mutually agreed look at a County wide sales tax with County Commissioners to help in support of Golf Course.

## **INFORMATIONAL ITEMS**

- A. Garnett Farmers' Market Season, sponsored by the Garnett Area Chamber of Commerce, will be held on Main Street every Thursday from May 4 – October 5.
- B. The 112th Annual Kincaid Free Fair, hosted by the Kincaid Fair Board, will be held in Kincaid on September 28-30.
- C. Antique Engine & Tractor Show, hosted by the Anderson County Flywheelers, will be held at North Lake Park on October 6-7.
- D. Garnett Shop Hop, hosted by Morning Mingle, will be held on October 6-7.
- E. The 10th 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.
- F. Representative Sharice Davids office will hold a pop-up event on October 13, 11:30-2:00, at the Garnett Public Library.
- 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.

City Manager, Wilson noted the Annual Fall Clean-up will be October 30th- November 3<sup>rd</sup>. There will be detailed information out soon for citizens.

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

**Wesley Keller:** Stated his opinion on public comments being at the end of the meeting and would like to see public comments put at the beginning of the meeting. Stated his opinion on Property Rights of citizens. Stated his opinion on Global Mayor funding.

**Paula Scott:** Stated her opinion on Public Comments need to be at the beginning of the meeting. Stated her opinion that Commissioners need to be seen out in the public more.

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

- Documents voted on and approved during the meeting were signed by the Governing Body.

## **ADJOURNMENT**

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

Meeting adjourned at 8:28 p.m.

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Mayor

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City Clerk

## 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.

**NOW, THEREFORE**, in Consideration of the foregoing and Mutual Covenants and Agreements set forth in this document, 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.

The City agrees to pay GACC the sum of \$15,600 for calendar year 2024 to defray the operational costs and expenses of the full-time Executive Director.

The following conditions and covenants shall apply:

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 be for an initial period of one year, commencing on January 1, 2024. This agreement will be discussed during the annual budget workshops and if agreed to by the majority of the City Commission, will renew on an annual basis.

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 the end of the agreement term.

**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

## NATIONAL BUSINESSWOMEN'S WEEK® PROCLAMATION

A PROCLAMATION DECLARING THE WEEK OF OCTOBER 15<sup>th</sup> THROUGH OCTOBER 21<sup>st</sup>, 2023, AS NATIONAL BUSINESSWOMEN'S WEEK®.

WHEREAS, women constitute 72 million, or almost half, of the nation's work force and strive to serve their communities, their states and their nation in professional, civic and cultural capacities; and

WHEREAS, women-owned businesses account for 30% percent of all U.S. business, generating \$1.9 trillion in sales; and employing 9.2 million people; and

WHEREAS, working women should be applauded for their contributions to the workplace and the financial stability of their families, especially during the economic downturn when more women have become their family's breadwinner; and

WHEREAS, the major goals of Garnett Business and Professional Women are to promote equality and equity for all women and to help create better conditions for working women through the study and advocacy of social, educational, and economic issues impacting women in the workplace; and

WHEREAS, since 1933, Women's Week has honored the contributions of working women and employers who support working women and their families;

WHEREAS, since 1933, the Garnett BPW Organization has promoted women in the local community and across the state of Kansas

Now, Therefore, I, Greg Gwin, Mayor of the City of Garnett, Kansas, do hereby proclaim October 15<sup>th</sup> through October 21<sup>st</sup> 2023 as:

### ***Garnett BPW WOMEN'S WEEK***

This event is sponsored by Garnett B P W, I urge all citizens in Garnett, all civic and fraternal groups, all educational associations, all news media and other community organizations to join this salute to women. Encourage and promote the celebration of the achievements of all women as they contribute daily to our economic, civic and cultural purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day October, 2023.

\_\_\_\_\_  
Jason Sheahan, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Brewer, City Clerk



## DOMESTIC VIOLENCE AWARENESS PROCLAMATION

A PROCLAMATION DECLARING OCTOBER 2023, AS DOMESTIC VIOLENCE AWARENESS MONTH BY THE MAYOR OF THE CITY OF GARNETT, KANSAS.

WHEREAS, Home should be a place of warmth, unconditional love, and security and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many these blessings are tarnished by violence and fear; and

WHEREAS, Domestic Violence is not confined to any group or groups of people but crosses all walks of life.

WHEREAS, A collaborative response is necessary to directly address this issue, including law enforcement, domestic violence advocates, health care providers, faith-based organizations, and other concerned citizens. We recognize the commitment and dedication of these professionals, volunteers, and citizens; and we applaud their efforts to increase public understanding of this issue.

NOW, THEREFORE, I, Jason Sheahan, Mayor of the City of Garnett, Kansas, do hereby proclaim the month of October as Domestic Violence Awareness Month in Garnett and urge all citizens to observe this month by becoming aware of the tragedy of domestic violence, supporting those who are working towards its end and participating in community efforts throughout the year.

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

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Jason Sheahan, Mayor

Attest:

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Patricia Brewer, 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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
REVENUES	GENERAL	RODRIGUEZ MECHANICAL CONTRACTORS INC	RODRIGUEZ MECHANICAL CONTR	493,690.62
			TOTAL:	493,690.62
GOVERNMENT ADMINISTRAT	GENERAL	BRIGHTSPEED COMMUNICATIONS	CITY HALL #313191149	112.74
		DIGITAL CONNECTIONS, INC.	CITY HALL/COM DEV COPY SPL	452.26
		4 STATE MAINTENANCE SUPPLY INC	TISSUE/TOWEL SPLIT	207.29
		GARNETT POST OFFICE	OCTOBER UTILITY BILLING	700.00
		GARNETT HOME CENTER	RT ANGLE F-CONNECTOR	3.59
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	112.69
		ADAMS JONES LAW FIRM, PA	ADAMS JONES LAW FIRM, PA	1,840.00
		KANSAS STATE TREASURER	KANSAS STATE TREASURER	1,837.50
		MILLER HARDWARE	DEPT SPLIT	86.46
		PITNEY BOWES GLOBAL FIN SERV	JUL - OCT LEASE 2023	165.57
		VERIZON	VERIZON SPLIT	68.79
			TOTAL:	5,586.89
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	#7704-7716	935.00
		DIGITAL CONNECTIONS, INC.	CITY HALL/COM DEV COPY SPL	452.25
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	139.97
		EVERGY	COMM DEV	24.06
		VERIZON	VERIZON SPLIT	87.86
			TOTAL:	1,639.14
PARKS, RECREATION & CE	GENERAL	BRUMMEL FARM SERVICE	CROSSBOW 15G/PREMIER 90 2.	682.50
		D & S SANITATION LLC	CAMPGROUND/SOCCER FIELD TO	170.00
			CAMPGROUND/SOCCER TOILET	170.00
		4 STATE MAINTENANCE SUPPLY INC	TISSUE/TOWEL SPLIT	207.29
		GERKEN RENT-ALL, INC	NORTHLAKE TOILETS/DAMAGE W	357.50
			RESERVOIR TOILET/DAMAGE WA	627.00
		MCSPADDEN, ANGELA	OCTOBER ZUMBA CLASSES	60.00
		SMITH, ERIC	SEPT/OCT 2 @ 70.00	140.00
		JOHN FOLTZ PLBG. & ELECTRIC	GOLF COURSE SEPTIC TANK	2,705.26
		EVERGY	CAMPSITE#9127811310	136.68
			CAMPSITE #5102657023	112.88
			CAMPSITE #0638664876	22.72
		MILLER HARDWARE	DEPT SPLIT	41.88
		SAM'S CLUB	WIPES FOR REC/FEES	339.89
		TLC GARDEN CENTER	65 PLANTS	420.68
		VALIDITY SCREENING SOLUTIONS	EMPLOYEE SCREENING SPLIT	52.00
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	75.34
			TOTAL:	6,321.62
STREET & STORMWATER	GENERAL	ANDERSON CO SOLID WASTE	C&D/TIRES	193.56
		BRUMMEL FARM SERVICE	CROSSBOW 15G/PREMIER 90 2.	227.50
		GARNETT HOME CENTER	AAA BATTERIES	7.49
			2X8X10	18.96
			JANITORIAL	17.96
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	568.48
			FUEL SPLIT	300.91
			HAMD PUMP OIL/HOSE KIT RET	25.38
			HOSE KIT	50.92
			HOSE KIT RETURN	50.92
		WKI EMPORIA KENWORTH	CHAIN 3/8 X 20'	227.96
		B & W CUSTOM TRUCK BEDS INC	TRI BALL SWNG ARM KIT/2" B	539.00
		KANSASLAND TIRE INC OF HAYS, KANSAS	TIRES (4) STREET	590.24
		KEY EQUIPMENT & SUPPLY COMPANY	CHAIN AND SPROCKET KIT	104.14

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		MILLER HARDWARE	DEPT SPLIT	67.98
			DEPT SPLIT	57.22
			DEPT SPLIT	33.98
			DEPT SPLIT	21.54
		RICHMOND BODY WORKS LLC	1995 GMC DUMPTRUCK	6,197.60
		VERIZON	VERIZON SPLIT	31.24-
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	2.35
			NAPA SPLIT	169.03
			TOTAL:	9,340.04
MUNICIPAL AIRPORT	AIRPORT	SCHETTLER, PAT	AUGUST WAGES	2,507.96
		VERIZON	VERIZON SPLIT	41.34
			TOTAL:	2,549.30
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIES	103.40
		KANSAS TURNPIKE AUTHORITY	LIBRARY CLASS	8.00
		VALIDITY SCREENING SOLUTIONS	EMPLOYEE SCREENING SPLIT	72.00
			TOTAL:	183.40
FIRE DEPARTMENT	PUBLIC SAFETY	ALERT-ALL CORP	SAFETY FUN BK(200) JR HATS	207.50
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	16.05
			TOTAL:	223.55
POLICE DEPARTMENT	PUBLIC SAFETY	ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING	105.00
			SEPT LIVE SCAN	150.00
		RICHMOND BODY WORKS LLC	WINDSHIELD 2021 FORD F150	875.00
		VERIZON	VERIZON SPLIT	40.01
			VERIZON SPLIT	421.46
		WEX BANK	POLICE FUEL	617.36
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	92.65
			TOTAL:	2,301.48
ELECTRIC PRODUCTION	ELECTRIC	AT & T	ACCESS BILLING	267.23
		CINTAS CORPORATION # 430	SHOP TOWELS	70.15
		KANSAS MUNICIPAL UTILITIES, INC	TECH PROG QTRLY - CRIST	500.00
			TECH PROG QTRLY - J OWENS	500.00
		KMEA - GRDA OPERATING ACCOUNT	KMEA - GRDA OPERATING ACCO	88,603.00
		KMEA WAPA OPERATING FUND	KMEA WAPA OPERATING FUND	8,843.00
		MILLER HARDWARE	DEPT SPLIT	22.99
			DEPT SPLIT	53.96
			DEPT SPLIT	52.90
			DEPT SPLIT	9.78
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	141.89
			TOTAL:	99,064.90
ELECTRIC DISTRIBUTION	ELECTRIC	ALTEC INDUSTRIES INC.	RADIO REPAIR	1,414.87
		BORDER STATES INDUSTRIES, INC	LINE HARDWARE	1,806.04
		CINTAS CORPORATION # 430	UNIFORMS	64.35
			SHOP TOWELS	10.16
			UNIFORMS/JANITORIAL	10.16
			UNIFORMS/JANITORIAL	64.35
		ENVIRON. COMPLIANCE SOLUTIONS	PCB COMPLIANCE AUIT/RETAIN	985.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	570.63
			FUEL SPLIT	300.08
			HAMD PUMP OIL/HOSE KIT RET	25.39
		BRAUN INTERTEC CORP	SITE INVESTIGATION SPLIT	256.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSASLAND TIRE INC OF HAYS, KANSAS	4 TIRE ELEC PICK-UP	642.40
		KANSAS MUNICIPAL UTILITIES, INC	LINEWORKER APPRET PROG-KOB	300.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (38) SPLIT	11.40
		LUNDCO	LG A TORK TOWELS	34.56
		MILLER HARDWARE	DEPT SPLIT	52.00
			DEPT SPLIT	4.29
			DEPT SPLIT	49.99
			DEPT SPLIT	25.53
		SUBSURFACE SOLUTIONS	MONTHLY SUBSCRIPTION	840.00
		VERIZON	VERIZON SPLIT	46.43
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	53.97
			NAPA SPLIT	4.35
			TOTAL:	7,572.08
GAS	GAS	AMERICAN PUBLIC GAS ASSOCIATION	2024 APGA MEMBERSHIP	1,391.07
		FIDELIS ENERGY GROUP, LLC	OCT SERVICES	1,650.00
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	236.15
			HAMD PUMP OIL/HOSE KIT RET	25.39
		BRAUN INTERTEC CORP	SITE INVESTIGATION SPLIT	256.13
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (38) SPLIT	11.40
		MILLER HARDWARE	DEPT SPLIT	153.98
			DEPT SPLIT	9.59
			TOTAL:	3,733.71
SANITATION	SANITATION	ANDERSON CO SOLID WASTE	TS TONNAGE	7,577.10
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	76.80
			FUEL SPLIT	1,106.55
		BRAUN INTERTEC CORP	SITE INVESTIGATION SPLIT	256.12
		VALIDITY SCREENING SOLUTIONS	EMPLOYEE SCREENING SPLIT	52.00
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	10.74
			TOTAL:	9,079.31
WASTEWATER	WASTEWATER	ALLEN COUNTY PUBLIC WORKS	SLUDGE #209104	260.00
			SLUDGE #209113	252.20
			SLUDGE #209122	226.72
			SLUDGE #209207	262.08
			SLUDGE #209228	243.88
			SLUDGE #209242	237.12
			SLUDGE #209250	236.60
			#209261-209352	1,381.64
		ANCHOR SALES & SERV CO, INC.	TIRES F550 DUMP TRUCK	485.36
		BRIGHTSPEED COMMUNICATIONS	SEWER #313894279	154.69
			SEWER #313894279	79.32
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	414.16
			FUEL SPLIT	170.88
			HAMD PUMP OIL/HOSE KIT RET	25.38
		JOHNSON COUNTY GOVERNMENT WASTEWATER	WASTEWATER TESTING	248.50
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (38) SPLIT	11.40
		MILLER HARDWARE	DEPT SPLIT	28.99
			DEPT SPLIT	10.89
			DEPT SPLIT	6.59
			DEPT SPLIT	59.94
		VERIZON	VERIZON SPLIT	41.43
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	219.58
			TOTAL:	5,057.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER	WATER	GARNETT HOME CENTER	FENCE REPAIR	22.47
			FUEL SPLIT	235.43
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	200.98
			HAMD PUMP OIL/HOSE KIT RET	25.39
		BRAUN INTERTEC CORP	SITE INVESTIGATION SPLIT	256.12
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (38) SPLIT	11.40
		KS DEPT OF HEALTH & ENVIRONMENT	CLEAN WATER TESTING	304.00
		LUNDCO	(2) LG A TORK TOWELS	69.12
		MILLER HARDWARE	DEPT SPLIT	40.52
			DEPT SPLIT	153.97
			DEPT SPLIT	18.99
			DEPT SPLIT	26.48
		WITTMAN NAPA AUTO PARTS	NAPA SPLIT	28.54
			TOTAL:	1,393.41
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	GHA #313912102	89.65
			GHA #313912102	89.99
		C.E.S.	GHA SPLIT	140.67
		DIGITAL CONNECTIONS, INC.	GHA SPLIT COPIER	83.60
		GARNETT HOME CENTER	GHA INVOICES	170.23
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	15.07
			GHA SPLIT ELEVATOR INSPECT	296.33
		MEI TOTAL ELEVATOR SOLUTIONS	GHA SPLIT	15.63
		QUILL CORPORATION	GHA SPLIT	61.72
			PKSIDE 1 SCREENING	50.96
		REALPAGE	GHA ICE MELT SPLIT	29.97
		WITTMAN NAPA AUTO PARTS	TOTAL:	1,043.82
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	GHA #313912102	89.65
			GHA #313912102	89.99
		C.E.S.	GHA SPLIT	140.67
		DIGITAL CONNECTIONS, INC.	GHA SPLIT COPIER	83.60
		GARNETT HOME CENTER	GHA INVOICES	63.87
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	15.07
			GHA SPLIT ELEVATOR INSPECT	296.32
		MEI TOTAL ELEVATOR SOLUTIONS	GHA GLUE DOWN CARPET PKSID	426.55
		STEVE'S FLOOR & MORE	GHA SPLIT	15.64
		QUILL CORPORATION	GHA SPLIT	61.72
			PKSIDE 2 SCREENING	21.98
		REALPAGE	GHA ICE MELT SPLIT	29.97
		WITTMAN NAPA AUTO PARTS	TOTAL:	1,335.03
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	GHA #313912102	89.57
			GHA #313912102	89.99
		C.E.S.	GHA SPLIT	140.66
		DIGITAL CONNECTIONS, INC.	GHA SPLIT COPIER	83.60
		GARNETT HOME CENTER	GHA INVOICES	41.79
		HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	15.07
			TIMER	147.33
		HECK'S REPAIR & SERVICE	GHA SPLIT	15.63
		QUILL CORPORATION	GHA SPLIT	61.72
			GHA ICE MELT SPLIT	29.96
		WITTMAN NAPA AUTO PARTS	TOTAL:	715.32
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	RODRIGUEZ MECHANICAL CONTRACTORS INC	RODRIGUEZ MECHANICAL CONTR	118,895.03
			TOTAL:	118,895.03

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
===== FUND TOTALS =====				
	101	GENERAL		516,578.31
	102	AIRPORT		2,549.30
	104	LIBRARY		183.40
	105	PUBLIC SAFETY		2,525.03
	109	ELECTRIC		106,636.98
	110	GAS		3,733.71
	111	SANITATION		9,079.31
	112	WASTEWATER		5,057.35
	113	WATER		1,393.41
	115	PARKSIDE #1		1,043.82
	116	PARKSIDE #2		1,335.03
	117	PARK PLAZA NORTH		715.32
	118	CAPITAL IMPROVEMENT		118,895.03
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		GRAND TOTAL:		769,726.00
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TOTAL PAGES: 5



VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
4 STATE MAINTENANCE SUPPLY INC	TISSUE/TOWEL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	207.29
	TISSUE/TOWEL SPLIT	GENERAL	PARKS, RECREATION & CE	207.29
			TOTAL:	414.58
ADAMS JONES LAW FIRM, PA	ADAMS JONES LAW FIRM, PA	GENERAL	GOVERNMENT ADMINISTRAT	1,840.00
			TOTAL:	1,840.00
ALERT-ALL CORP	SAFETY FUN BK(200) JR HATS	PUBLIC SAFETY	FIRE DEPARTMENT	207.50
			TOTAL:	207.50
ALLEN COUNTY PUBLIC WORKS	SLUDGE #209104	WASTEWATER	WASTEWATER	260.00
	SLUDGE #209113	WASTEWATER	WASTEWATER	252.20
	SLUDGE #209122	WASTEWATER	WASTEWATER	226.72
	SLUDGE #209207	WASTEWATER	WASTEWATER	262.08
	SLUDGE #209228	WASTEWATER	WASTEWATER	243.88
	SLUDGE #209242	WASTEWATER	WASTEWATER	237.12
	SLUDGE #209250	WASTEWATER	WASTEWATER	236.60
	#209261-209352	WASTEWATER	WASTEWATER	1,381.64
			TOTAL:	3,100.24
ALTEC INDUSTRIES INC.	RADIO REPAIR	ELECTRIC	ELECTRIC DISTRIBUTION	1,414.87
			TOTAL:	1,414.87
AMERICAN PUBLIC GAS ASSOCIATION	2024 APGA MEMBERSHIP	GAS	GAS	1,391.07
			TOTAL:	1,391.07
ANCHOR SALES & SERV CO, INC.	TIRES F550 DUMP TRUCK	WASTEWATER	WASTEWATER	485.36
			TOTAL:	485.36
ANDERSON CO SHERIFF'S DEPT.	INMATE HOUSING	PUBLIC SAFETY	POLICE DEPARTMENT	105.00
	SEPT LIVE SCAN	PUBLIC SAFETY	POLICE DEPARTMENT	150.00
			TOTAL:	255.00
ANDERSON CO SOLID WASTE	C&D/TIRES	GENERAL	STREET & STORMWATER	193.56
	TS TONNAGE	SANITATION	SANITATION	7,577.10
			TOTAL:	7,770.66
AT & T	ACCESS BILLING	ELECTRIC	ELECTRIC PRODUCTION	267.23
			TOTAL:	267.23
B & W CUSTOM TRUCK BEDS INC	TRI BALL SWNG ARM KIT/2" B	GENERAL	STREET & STORMWATER	539.00
			TOTAL:	539.00
BORDER STATES INDUSTRIES, INC	LINE HARDWARE	ELECTRIC	ELECTRIC DISTRIBUTION	1,806.04
			TOTAL:	1,806.04
BRAUN INTERTEC CORP	SITE INVESTIGATION SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	256.13
	SITE INVESTIGATION SPLIT	GAS	GAS	256.13
	SITE INVESTIGATION SPLIT	SANITATION	SANITATION	256.12
	SITE INVESTIGATION SPLIT	WATER	WATER	256.12
			TOTAL:	1,024.50
BRIGHTSPEED COMMUNICATIONS	CITY HALL #313191149	GENERAL	GOVERNMENT ADMINISTRAT	112.74
	SEWER #313894279	WASTEWATER	WASTEWATER	154.69
	SEWER #313894279	WASTEWATER	WASTEWATER	79.32
	GHA #313912102	PARKSIDE #1	PARKSIDE #1	89.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	GHA #313912102	PARKSIDE #1	PARKSIDE #1	89.99
	GHA #313912102	PARKSIDE #2	PARKSIDE #2	89.65
	GHA #313912102	PARKSIDE #2	PARKSIDE #2	89.99
	GHA #313912102	PARK PLAZA NORTH	PARK PLAZA NORTH	89.57
	GHA #313912102	PARK PLAZA NORTH	PARK PLAZA NORTH	89.99
			TOTAL:	885.59
BRUMMEL FARM SERVICE	CROSSBOW 15G/PREMIER 90 2. GENERAL		PARKS, RECREATION & CE	682.50
	CROSSBOW 15G/PREMIER 90 2. GENERAL		STREET & STORMWATER	227.50
			TOTAL:	910.00
C.E.S.	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	140.67
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	140.67
	GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	140.66
			TOTAL:	422.00
CINTAS CORPORATION # 430	SHOP TOWELS	ELECTRIC	ELECTRIC PRODUCTION	70.15
	UNIFORMS	ELECTRIC	ELECTRIC DISTRIBUTION	64.35
	SHOP TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	10.16
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	10.16
	UNIFORMS/JANITORIAL	ELECTRIC	ELECTRIC DISTRIBUTION	64.35
			TOTAL:	219.17
COUNTRYSIDE VET CLINIC, INC.	#7704-7716	GENERAL	COMMUNITY DEVELOPMENT	935.00
			TOTAL:	935.00
D & S SANITATION LLC	CAMPGROUND/SOCCER FIELD TO GENERAL		PARKS, RECREATION & CE	170.00
	CAMPGROUND/SOCCER TOILET GENERAL		PARKS, RECREATION & CE	170.00
			TOTAL:	340.00
DIGITAL CONNECTIONS, INC.	CITY HALL/COM DEV COPY SPL GENERAL		GOVERNMENT ADMINISTRAT	452.26
	CITY HALL/COM DEV COPY SPL GENERAL		COMMUNITY DEVELOPMENT	452.25
	LIBRARY COPIES	LIBRARY	LIBRARY	103.40
	GHA SPLIT COPIER	PARKSIDE #1	PARKSIDE #1	83.60
	GHA SPLIT COPIER	PARKSIDE #2	PARKSIDE #2	83.60
	GHA SPLIT COPIER	PARK PLAZA NORTH	PARK PLAZA NORTH	83.60
			TOTAL:	1,258.71
ENVIRON. COMPLIANCE SOLUTIONS	PCB COMPLIANCE AUIT/RETAIN ELECTRIC		ELECTRIC DISTRIBUTION	985.00
			TOTAL:	985.00
EVERGY	COMM DEV	GENERAL	COMMUNITY DEVELOPMENT	24.06
	CAMPSITE#9127811310	GENERAL	PARKS, RECREATION & CE	136.68
	CAMPSITE #5102657023	GENERAL	PARKS, RECREATION & CE	112.88
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	22.72
			TOTAL:	296.34
FIDELIS ENERGY GROUP, LLC	OCT SERVICES	GAS	GAS	1,650.00
			TOTAL:	1,650.00
GARNETT HOME CENTER	RT ANGLE F-CONNECTOR	GENERAL	GOVERNMENT ADMINISTRAT	3.59
	AAA BATTERIES	GENERAL	STREET & STORMWATER	7.49
	2X8X10	GENERAL	STREET & STORMWATER	18.96
	JANITORIAL	GENERAL	STREET & STORMWATER	17.96
	FENCE REPAIR	WATER	WATER	22.47
	GHA INVOICES	PARKSIDE #1	PARKSIDE #1	170.23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	GHA INVOICES	PARKSIDE #2	PARKSIDE #2	63.87
	GHA INVOICES	PARK PLAZA NORTH	PARK PLAZA NORTH	41.79
			TOTAL:	346.36
GARNETT POST OFFICE	OCTOBER UTILITY BILLING	GENERAL	GOVERNMENT ADMINISTRAT	700.00
			TOTAL:	700.00
GERKEN RENT-ALL, INC	NORTHLAKE TOILETS/DAMAGE W	GENERAL	PARKS, RECREATION & CE	357.50
	RESERVOIR TOILET/DAMAGE WA	GENERAL	PARKS, RECREATION & CE	627.00
			TOTAL:	984.50
HAMPEL OIL DISTRIBUTORS, INC.	FUEL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	112.69
	FUEL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	139.97
	FUEL SPLIT	GENERAL	STREET & STORMWATER	568.48
	FUEL SPLIT	GENERAL	STREET & STORMWATER	300.91
	HAMD PUMP OIL/HOSE KIT RET	GENERAL	STREET & STORMWATER	25.38
	HOSE KIT	GENERAL	STREET & STORMWATER	50.92
	HOSE KIT RETURN	GENERAL	STREET & STORMWATER	50.92
	FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	570.63
	FUEL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	300.08
	HAMD PUMP OIL/HOSE KIT RET	ELECTRIC	ELECTRIC DISTRIBUTION	25.39
	FUEL SPLIT	GAS	GAS	236.15
	HAMD PUMP OIL/HOSE KIT RET	GAS	GAS	25.39
	FUEL SPLIT	SANITATION	SANITATION	76.80
	FUEL SPLIT	SANITATION	SANITATION	1,106.55
	FUEL SPLIT	WASTEWATER	WASTEWATER	414.16
	FUEL SPLIT	WASTEWATER	WASTEWATER	170.88
	HAMD PUMP OIL/HOSE KIT RET	WASTEWATER	WASTEWATER	25.38
	FUEL SPLIT	WATER	WATER	235.43
	FUEL SPLIT	WATER	WATER	200.98
	HAMD PUMP OIL/HOSE KIT RET	WATER	WATER	25.39
	FUEL SPLIT	PARKSIDE #1	PARKSIDE #1	15.07
	FUEL SPLIT	PARKSIDE #2	PARKSIDE #2	15.07
	FUEL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	15.07
			TOTAL:	4,605.85
HECK'S REPAIR & SERVICE	TIMER	PARK PLAZA NORTH	PARK PLAZA NORTH	147.33
			TOTAL:	147.33
JOHN FOLTZ PLBG. & ELECTRIC	GOLF COURSE SEPTIC TANK	GENERAL	PARKS, RECREATION & CE	2,705.26
			TOTAL:	2,705.26
JOHNSON COUNTY GOVERNMENT WASTEWATER	WASTEWATER TESTING	WASTEWATER	WASTEWATER	248.50
			TOTAL:	248.50
KANSAS MUNICIPAL UTILITIES, INC	TECH PROG QTRLY - CRIST	ELECTRIC	ELECTRIC PRODUCTION	500.00
	TECH PROG QTRLY - J OWENS	ELECTRIC	ELECTRIC PRODUCTION	500.00
	LINEWORKER APPRET PROG-KOB	ELECTRIC	ELECTRIC DISTRIBUTION	300.00
			TOTAL:	1,300.00
KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (38) SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	11.40
	LOCATES (38) SPLIT	GAS	GAS	11.40
	LOCATES (38) SPLIT	WASTEWATER	WASTEWATER	11.40
	LOCATES (38) SPLIT	WATER	WATER	11.40
			TOTAL:	45.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
KANSAS STATE TREASURER	KANSAS STATE TREASURER	GENERAL	GOVERNMENT ADMINISTRAT	1,837.50_
			TOTAL:	1,837.50
KANSASLAND TIRE INC OF HAYS, KANSAS	TIRES (4) STREET	GENERAL	STREET & STORMWATER	590.24
	4 TIRE ELEC PICK-UP	ELECTRIC	ELECTRIC DISTRIBUTION	642.40_
			TOTAL:	1,232.64
KEY EQUIPMENT & SUPPLY COMPANY	CHAIN AND SPROCKET KIT	GENERAL	STREET & STORMWATER	104.14_
			TOTAL:	104.14
KMEA - GRDA OPERATING ACCOUNT	KMEA - GRDA OPERATING ACCO	ELECTRIC	ELECTRIC PRODUCTION	88,603.00_
			TOTAL:	88,603.00
KMEA WAPA OPERATING FUND	KMEA WAPA OPERATING FUND	ELECTRIC	ELECTRIC PRODUCTION	8,843.00_
			TOTAL:	8,843.00
KS DEPT OF HEALTH & ENVIRONMENT	CLEAN WATER TESTING	WATER	WATER	304.00_
			TOTAL:	304.00
KANSAS TURNPIKE AUTHORITY	LIBRARY CLASS	LIBRARY	LIBRARY	8.00_
			TOTAL:	8.00
LUNDCO	LG A TORK TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	34.56
	(2) LG A TORK TOWELS	WATER	WATER	69.12_
			TOTAL:	103.68
MCSPADDEN, ANGELA	OCTOBER ZUMBA CLASSES	GENERAL	PARKS, RECREATION & CE	60.00_
			TOTAL:	60.00
MEI TOTAL ELEVATOR SOLUTIONS	GHA SPLIT ELEVATOR INSPECT	PARKSIDE #1	PARKSIDE #1	296.33
	GHA SPLIT ELEVATOR INSPECT	PARKSIDE #2	PARKSIDE #2	296.32_
			TOTAL:	592.65
MILLER HARDWARE	DEPT SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	86.46
	DEPT SPLIT	GENERAL	PARKS, RECREATION & CE	41.88
	DEPT SPLIT	GENERAL	STREET & STORMWATER	67.98
	DEPT SPLIT	GENERAL	STREET & STORMWATER	57.22
	DEPT SPLIT	GENERAL	STREET & STORMWATER	33.98
	DEPT SPLIT	GENERAL	STREET & STORMWATER	21.54
	DEPT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	22.99
	DEPT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	53.96
	DEPT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	52.90
	DEPT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	9.78
	DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	52.00
	DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	4.29
	DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	49.99
	DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	25.53
	DEPT SPLIT	GAS	GAS	153.98
	DEPT SPLIT	GAS	GAS	9.59
	DEPT SPLIT	WASTEWATER	WASTEWATER	28.99
	DEPT SPLIT	WASTEWATER	WASTEWATER	10.89
	DEPT SPLIT	WASTEWATER	WASTEWATER	6.59
	DEPT SPLIT	WASTEWATER	WASTEWATER	59.94
	DEPT SPLIT	WATER	WATER	40.52
	DEPT SPLIT	WATER	WATER	153.97
	DEPT SPLIT	WATER	WATER	18.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DEPT SPLIT	WATER	WATER	26.48
			TOTAL:	1,090.44
PITNEY BOWES GLOBAL FIN SERV	JUL - OCT LEASE 2023	GENERAL	GOVERNMENT ADMINISTRAT	165.57
			TOTAL:	165.57
QUILL CORPORATION	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	15.63
	GHA SPLIT	PARKSIDE #1	PARKSIDE #1	61.72
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	15.64
	GHA SPLIT	PARKSIDE #2	PARKSIDE #2	61.72
	GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	15.63
	GHA SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	61.72
			TOTAL:	232.06
REALPAGE	PKSIDE 1 SCREENING	PARKSIDE #1	PARKSIDE #1	50.96
	PKSIDE 2 SCREENING	PARKSIDE #2	PARKSIDE #2	21.98
			TOTAL:	72.94
RICHMONT BODY WORKS LLC	1995 GMC DUMPTRUCK	GENERAL	STREET & STORMWATER	6,197.60
	WINDSHIELD 2021 FORD F150	PUBLIC SAFETY	POLICE DEPARTMENT	875.00
			TOTAL:	7,072.60
RODRIGUEZ MECHANICAL CONTRACTORS INC	RODRIGUEZ MECHANICAL CONTR	GENERAL	REVENUES	493,690.62
	RODRIGUEZ MECHANICAL CONTR	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	118,895.03
			TOTAL:	612,585.65
SAM'S CLUB	WIPES FOR REC/FEES	GENERAL	PARKS, RECREATION & CE	339.89
			TOTAL:	339.89
SCHETTTLER, PAT	AUGUST WAGES	AIRPORT	MUNICIPAL AIRPORT	2,507.96
			TOTAL:	2,507.96
SMITH, ERIC	SEPT/OCT 2 @ 70.00	GENERAL	PARKS, RECREATION & CE	140.00
			TOTAL:	140.00
STEVE'S FLOOR & MORE	GHA GLUE DOWN CARPET PKSID	PARKSIDE #2	PARKSIDE #2	426.55
			TOTAL:	426.55
SUBSURFACE SOLUTIONS	MONTHLY SUBSCRIPTION	ELECTRIC	ELECTRIC DISTRIBUTION	840.00
			TOTAL:	840.00
TLC GARDEN CENTER	65 PLANTS	GENERAL	PARKS, RECREATION & CE	420.68
			TOTAL:	420.68
VALIDITY SCREENING SOLUTIONS	EMPLOYEE SCREENING SPLIT	GENERAL	PARKS, RECREATION & CE	52.00
	EMPLOYEE SCREENING SPLIT	LIBRARY	LIBRARY	72.00
	EMPLOYEE SCREENING SPLIT	SANITATION	SANITATION	52.00
			TOTAL:	176.00
VERIZON	VERIZON SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	68.79
	VERIZON SPLIT	GENERAL	COMMUNITY DEVELOPMENT	87.86
	VERIZON SPLIT	GENERAL	STREET & STORMWATER	31.24
	VERIZON SPLIT	AIRPORT	MUNICIPAL AIRPORT	41.34
	VERIZON SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	40.01
	VERIZON SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	421.46
	VERIZON SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	46.43

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	VERIZON SPLIT	WASTEWATER	WASTEWATER	41.43
			TOTAL:	716.08
WEX BANK	POLICE FUEL	PUBLIC SAFETY	POLICE DEPARTMENT	617.36
			TOTAL:	617.36
WITTMAN NAPA AUTO PARTS	NAPA SPLIT	GENERAL	PARKS, RECREATION & CE	75.34
	NAPA SPLIT	GENERAL	STREET & STORMWATER	2.35
	NAPA SPLIT	GENERAL	STREET & STORMWATER	169.03
	NAPA SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	16.05
	NAPA SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	92.65
	NAPA SPLIT	ELECTRIC	ELECTRIC PRODUCTION	141.89
	NAPA SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	53.97
	NAPA SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	4.35
	NAPA SPLIT	SANITATION	SANITATION	10.74
	NAPA SPLIT	WASTEWATER	WASTEWATER	219.58
	NAPA SPLIT	WATER	WATER	28.54
	GHA ICE MELT SPLIT	PARKSIDE #1	PARKSIDE #1	29.97
	GHA ICE MELT SPLIT	PARKSIDE #2	PARKSIDE #2	29.97
	GHA ICE MELT SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	29.96
			TOTAL:	904.39
WKI EMPORIA KENWORTH	CHAIN 3/8 X 20'	GENERAL	STREET & STORMWATER	227.96
			TOTAL:	227.96

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

101	GENERAL	516,578.31
102	AIRPORT	2,549.30
104	LIBRARY	183.40
105	PUBLIC SAFETY	2,525.03
109	ELECTRIC	106,636.98
110	GAS	3,733.71
111	SANITATION	9,079.31
112	WASTEWATER	5,057.35
113	WATER	1,393.41
115	PARKSIDE #1	1,043.82
116	PARKSIDE #2	1,335.03
117	PARK PLAZA NORTH	715.32
118	CAPITAL IMPROVEMENT	118,895.03

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 GRAND TOTAL: 769,726.00  
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TOTAL PAGES: 6

BILLS: \$769,726.00  
 DRAFTS: (\$ 97,446.00)  
 PAYROLL: \$105,888.42  
 TOTAL: \$778,168.42