



Small, Serene, Simply Garnett.

City Commission Meeting

AGENDA

March 14, 2023, 6:00 P.M.

-
- I. **Call to Order of the Regularly Scheduled City Commission Meeting (6:00 p.m.)**
 - A. Pledge of Allegiance
 - B. Invocation, Stan Milliken, Hope Anthem Church
 - II. **Recognition**
 - A. Jeff Mucklow, completion of KRWA Apprenticeship, presented by Monica Wurtz
 - III. **Governing Body Comments**
 - A. Commissioner Locke
 - B. Commissioner Cole
 - C. Mayor Sheahan
 - IV. **Consent Agenda**
 - A. Approval of Minutes from February 28, 2023 Regular City Commission Meeting
 - B. Approval of Semi-Monthly Bills and Payroll in the amount of \$243,539.17
 - V. **Regular Business**
 - Presentation by Greg Crow, Fidelis Energy.
 - Consideration of TGT Applications from Garnett BPW.
 - Consideration of Musselman & Hall proposal for North Lake Culvert
 - VI. **Discussion Items**
 - A. Homeless followup/continuation
 - B. Landbank
 - VII. **Informational Items**
 - A. The Prairie Spirit 100 Ultra Race, 100m/100k, 50m/50k run race, hosted by the Timer Guys will be held on March 25.
 - B. The Egg Drop Easter Egg Hunt, hosted by the Garnett Church of the Nazarene, with the help of the Garnett Industrial Airport, will be held at the Garnett Industrial Airport on April 1.
 - C. Spring City Wide Garage Sale Day & Sidewalk Sales, hosted by Garnett Publishing, will be held on April 8.
 - D. Garnett Farmers' Market Season, hosted by the Garnett Farmers Market, will be held on every Main Street every Thursday from May 4 – October 5.
 - VIII. **Citizens to be Heard (Five-Minute Time Limit Per Person)**
 - IX. **Adjournment**

February 28, 2023

The Governing Body of the City of Garnett met in regular session on February 28, 2023, at 6:00 p.m. with the following individuals present; Jason Sheahan, Mayor; Jody Cole and Mark Locke, City Commissioners; Travis Wilson, City Manager; Terry Solander, City Attorney; and Trish Brewer, City Clerk.

CALL TO ORDER

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

The Pledge of Allegiance was recited, followed by Josh Ford, Trinity Baptist Church, giving the invocation.

GOVERNING BODY COMMENTS

- *Commissioner Locke*

No comments

- *Commissioner Cole*

Inquired on getting staff CPR training. Recognized the great job Pat Schettler did on the grants for the Garnett Airport. Thanked McClure Engineering for their work on the Spillway project. Inquired on the Sprint Grant, Bike Across Kansas coming June 16-17.

- *Mayor Sheahan*

Inquired of City Attorney on PEC update. Recognized the high school students who attended tonight's Commission Meeting.

CONSENT AGENDA

- **Approval of Minutes from February 14, 2023 Regular City Commission Meeting**
- **Approval of Semi-Monthly Bills and Payroll in the amount of \$218,091.21**

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

REGULAR BUSINESS

- **Consideration of the 2023 Cereal Malt Beverage Permit for Leiszler Oil Company**

Commissioner Lock motioned to approve the 2023 Cereal Malt Beverage Permit for Leiszler Oil Company (new Short Stop at Maple/Park). Seconded by Commissioner Cole.

Motion passed (3) AYE (0) NAY

DISCUSSION ITEMS

- **Cedar Valley Reservoir Project**

City Manager, Wilson stated the Cedar Valley Reservoir project should go out for bid in April, everything is moving according to schedule.

- **Homeless follow-up/continuation**

Mayor Sheahan recapped last meeting discussion with Commission.

- **Landbank**

Mayor Sheahan requested City Manager, Wilson to select dates for a workshop, including individuals to participate in the workshop.

- **Natural Gas Services Proposal**

Gregory Crow will be at the March 14, 2023, Commission Meeting to give an overview and answer questions.

INFORMATIONAL ITEMS

- A. “The Pie Ladies” hosted by The Chamber Players Community Theatre, will be held at the Thelma Moore Community Playhouse March 2-3 at 6:30 p.m. and March 4-5 at 12:30 p.m.
- B. International Women’s Day Chocolate Walk, hosted by Morning Mingle, will be held on March 4th at 10:00.
- C. The Prairie Spirit 100 Ultra Race, 100m/100k, 50m/50k run race, hosted by the Timer Guys will be held on March 25.
- D. The March Madness Demolition Derby, hosted by the Anderson County Fair Association, will be held at the North Lake Park Rodeo Arena, will be held at a date yet to be determined.
- E. The Egg Drop Easter Egg Hunt, hosted by the Garnett Church of the Nazarene, with the help of the Garnett Industrial Airport, will be held at the Garnett Industrial Airport on April 1st (9:00-2:00)
- F. Spring City Wide Garage Sale Day & Sidewalk Sales, hosted by Garnett Publishing, will be held on April 8th.

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

Paula Scott stated her observation of previous committees and now to start a new board committee for the Landbank, will people step up and commit when they do not now.

Greg Gwin stated his concern of how long the Landbank is dragging out and what is the cost going to be for the citizens of Garnett to put into the Landbank.

7:04 pm

Mayor Sheahan called for a break from 7:05pm – 7:10pm

Then go directly into Executive Session to discuss individual employee/s pursuant to non-elected personnel matter exception K.S.A. 75-4319 (b) beginning at 7:10pm with the following present: Mayor Sheahan, Commissioner Cole, Commissioner Locke, City Manager, City Attorney and Helen Norman with the Chamber of Commerce. Regular session to resume at 7:25pm.

Commissioner Cole seconded the motion. Motion passed (3) AYE (0) NAY

7:27 pm

Mayor Sheahan closed Executive Session and called the open session back to order.

No action was taken during Executive Session or in open session.

ADJOURNMENT

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

Meeting adjourned at 7:27p.m.

Mayor

City Clerk

MASTER ADVISORY SERVICES AGREEMENT

THIS MASTER ADVISORY SERVICES AGREEMENT ("MSA") is made, effective as of _____, 202_ ("Effective Date"), by and between Fidelis Energy Group, LLC a Kansas limited liability corporation with its principal place of business located at 25380 Quivira Road, Louisburg, Kansas 66053. ("Advisor"), and the City of Garnett, Kansas, a Kansas municipality with its principal place of business located at 131 West Fifth Avenue, Garnett, KS 66032 ("Client"). Client and Advisor may hereinafter be individually referred to as a "Party" and collectively as the "Parties."

1. SCOPE OF AGREEMENT.

- 1.1 The Work. It is contemplated that from time to time Advisor will be requested by Client to perform certain work and services ("Work"). It is expressly understood and agreed that any and all Work requested by Client and accepted by Advisor shall be controlled and governed by provisions of this MSA. The term "Agreement" means this MSA as incorporated in a Statement of Work (defined below).
- 1.2 Statement of Work. A request for Work ("Statement of Work") shall be submitted electronically by Client to Advisor. Such Statements of Work shall describe the Work to be performed. Statements of Work shall be deemed to incorporate and be subject to all the terms and conditions of this MSA. When issued, such Statements of Work are non-binding, negotiable offers, and are subject to their express terms. Such offers become binding Statements of Work only after Client and Advisor have mutually agreed to all material terms and conditions concerning the requested Work. Client will submit a purchase order to Advisor once a Statement of Work becomes binding.
- 1.3 Modification. Any addition to or modification of the Work to be provided by Advisor must be set forth in a written amendment ("Change Order") to the Statement of Work, including but not limited to, additional subcontractor services agreements, special projects, and additional labor or materials. Any such Change Order must be mutually agreed, executed prior to the change occurring, and when executed, shall become part of this Agreement.

2. PROVISION OF SERVICES

- 2.1 Independent Contractor. Client and Advisor expressly agree that Advisor is an independent contractor as to all Work performed under this MSA and all Statements of Work incorporated thereunder, and that Advisor, its subcontractors, and anyone employed by either Advisor or its subcontractors shall not be deemed for any purpose to be an employee, agent, servant, or representative of Client. Advisor and its subcontractors shall be solely responsible for any and all salaries, employee benefits plans, taxes, insurance, and any and all other compensations and responsibilities for their respective employees. Advisor, its subcontractors and any of their employees shall not be authorized to act or appear to act as agents or representatives of Client, whether in performing the Work or otherwise. If the performance of the Work shall include use by Advisor or its subcontractors of Advisor's facilities, equipment, or other resources, such use is permitted only to the extent necessary for the performance of the Work and not for any other purpose. This MSA does not create and shall not be construed by the Parties or any third party as creating any agency, partnership, joint venture, or employment relationship between the Parties.
- 2.2 Staffing. Advisor shall supply its own personnel of the type and number necessary to perform the Work. Advisor shall, and shall cause its subcontractors to, provide personnel who are experienced, properly trained, fully qualified, fit for their respective assignments, and, to the extent required, licensed to perform work pursuant to applicable law, regulations, and orders.

- 2.3 Subcontractors. Advisor will not subcontract any Work to any third-party without prior written consent from Client. If Client approves the use of a subcontractor, or if Advisor uses a subcontractor without the prior written permission of Client, Advisor will remain obligated under this Agreement for performing the Work, require each subcontractor to agree in writing to the terms of this Agreement for the work performed by the subcontractor, require subcontractor to agree in writing that Client is an intended third-party beneficiary of its agreement with Client, and pay all amounts due to subcontractor. Advisor will require its subcontractor(s) to carry at a minimum the insurance coverages described in Section 9 below.
- 2.4 Equipment. Unless otherwise agreed in a Statement of Work, Advisor will provide all the facilities and all the supplies, materials, office space, utilities, equipment, software, tools, and other items to perform the Work at its own expense. Advisor will ensure that its equipment is in good working order to perform the Work.
- 2.5 Timing. Time is of the essence in the completion of any Work under this MSA or any Statements of Work.
- 2.6 Acceptance. Unless otherwise agreed, Client will evaluate Work and accept or reject it within fifteen (15) business days after receipt; otherwise the Work will be deemed accepted. Advisor agrees to fix any nonconformity to agreed specifications and will have ten (10) business days to correct any nonconformity of any Work after receiving notice from Client.
- 2.7 Publicity. Advisor will not issue any public announcement, press releases, marketing materials, case studies, research or other form of publicity or other publicity related to the Advisor's relationship with Client or this Agreement, without Client's prior written consent.

3. PAYMENT FOR WORK

- 3.1 Compensation for Work. Advisor shall receive the compensation specified in the Statement of Work which is agreed to by Client and Advisor at the time the Statement of Work is accepted by both parties. In the event Client cancels a Statement of Work or terminates this MSA, Client shall pay Advisor for work completed to the termination date specified in the cancellation or termination notice.
- 3.2 Invoicing. Invoices shall be submitted on a monthly basis for completed Work that has been accepted by Client. Furthermore, invoices shall be submitted in such form and accompanied by such certification and documentation as Client may reasonably request.
- 3.3 Reimbursement. Client will reimburse Advisor for pre-approved, reasonable out-of-pocket expenses incurred in the performance of the Work. Advisor agrees to maintain appropriate records and to submit copies of all receipts necessary to support such expenses at the intervals and in the manner prescribed by Client.
- 3.4 Taxes. Except as otherwise provided herein or under a subsequent Statement of Work, the amounts to be paid by Client to Advisor do not include any taxes. Client is not liable for any taxes that Advisor is legally obligated to pay, including but not limited to net income or gross receipt taxes, franchise taxes, and property taxes. Client will pay Advisor any sales, use, or value added taxes it owes due to this MSA and which the law requires Advisor to collect from Client, provided, however, if Client provides Advisor a valid exemption certificate, Advisor will not collect the taxes covered by such certificate. In the event the law requires Client to deduct or withhold taxes from payments to Advisor, Client may deduct or withhold those taxes and pay them to the appropriate taxing authority. Client will deliver to Advisor an official receipt for such taxes. Client will use reasonable efforts to minimize any taxes deducted or withheld to the extent allowed by law. If taxes are collected by Advisor due to this MSA and subsequently levied directly against Client, Advisor will promptly reimburse Client for all such taxes. The provisions of this Section 3.4 shall survive termination of expiration of this MSA.

4. **OWNERSHIP AND USE OF INTELLECTUAL PROPERTY.**

- 4.1 **Ownership of Pre-existing Intellectual Property.** Each Party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Work performed under this MSA.
- 4.2 **License to use Client Materials.** Client grants Advisor a nonexclusive, revocable license to copy, use and distribute any Client Materials provided to it only to the extent necessary to perform the Work. Client retains all other interest in Client Materials and related IP. Advisor has no right to sublicense the right to use Client Materials, except as necessary to any subcontractor. If the Client Materials come with a separate license, the terms of that license will apply and control in the case of conflict with this Agreement. Client Materials for purposes of this Agreement means any tangible or intangible materials, including building methods or designs, know-how, processes, techniques, ideas, concepts, technologies, and data.
- 4.3 **Protection of Client Materials.** Advisor and Client will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the other's Materials.
- 4.4 **Termination of License.** Client may revoke the license to Client Materials at any time for any reasonable business reason. The license will terminate automatically on the earlier of the expiration or termination of this Agreement or the applicable Statement of Work. Advisor will promptly return any Client Materials on request or termination of Advisor's license.
- 4.5 **Modification of Client Materials.** Advisor will not modify, reverse engineer, decompile, or disassemble Client Materials except as allowed by Client to perform Work.

5. **OWNERSHIP OF WORK PRODUCT**

- 5.1 **Ownership of Deliverables.** Unless otherwise specified herein or in a subsequent Statement of Work, the Parties agree that Client shall solely own, and shall have all right, title, and interest in and to, any and all Work Product, deliverables, or other work or materials created by Advisor (collectively the "Work Product") under this MSA will be deemed a "work made for hire" as that term is defined under USA copyright laws.
- 5.2 **Ownership of IP Rights in Work Product.** Unless otherwise specified herein or in a subsequent Statement of Work, Advisor agrees to assign any intellectual property rights, ideas, improvements and inventions conceived, created or first reduced to practice in the performance of the Work.
- 5.3 **Third-Party Assignment.** If third parties who are not employees of Advisors, including but not limited to subcontractors, consultants, free lancers or agents make, or have made, any contribution to the creation of any Work pursuant to this Agreement, Advisor agrees to obtain from such parties a comparable full assignment of rights that will vest in Client, free of any claims, interest, or rights of such third-parties.

6. **Term and Termination**

6.1 **Term and Renewal.** This MSA commences on the Effective Date and will continue for a term of twelve (12) months (the "Term") and shall automatically renew for successive twelve (12) month terms unless it is terminated earlier according to the terms of this MSA.

6.2 **Termination.** This MSA may be terminated by mutual agreement of the Parties. In addition, either Party may terminate this MSA at any time upon thirty (30) days written notice without having to possess, state, or demonstrate cause. The Parties consciously and deliberately included this mutual right of no cause termination and the exercise of such right will not violate any duty of good faith and fair dealing.

6.3 **Working in Progress.** Upon termination, any Work being performed pursuant to a Statement of Work at the time the termination goes into effect shall concurrently be cancelled and Client will pay Advisor in accordance with **Section 3.1** and reimburse any prepaid fees within thirty (30) days of the effective termination date.

6.4 **Effect of Termination.** Within ten (10) days of the effective date of termination of this MSA, Advisor shall return to Client all Confidential Information and Client Materials unless otherwise instructed and deliver to Client any Work Product in progress as of the effective date of termination, and all data and materials related to them Advisor is required to deliver to Client. Advisor will assist Client with a post termination transition at Client's written request.

7. **CONFIDENTIALITY.** Except as otherwise provided herein, Client and Advisor agree that any and all information that is not otherwise publicly available (other than as a result of unauthorized disclosure) and is communicated by one party ("**Disclosing Party**") to the other ("**Receiving Party**"), including without limitation, engineering, geological, marketing, financial information, information regarding nature and location of the Work and other party's processes and procedures, whether such information be written, oral or in electronic format ("**Confidential Information**") shall be confidential and shall be treated as such and held in the strictest confidence by the Receiving Party. Confidential Information shall be used only for purposes of the Agreement by Receiving Party, and no information, including, without limitation, the provisions of the Agreement, shall be disclosed by the Receiving Party, its agents or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, privileged and trade secret information. This Section shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement and a reasonable opportunity to object to such disclosure. Notwithstanding anything elsewhere in this Agreement, the terms of this Section shall apply to Confidential Information amounting to a trade secret for as long as such information remains a trade secret under applicable law and shall survive the termination of this Agreement.

8. **Representations and Warranties.**

- 8.1 Advisor has full rights and authority to enter into and perform Work according to this MSA.
- 8.2 Warranty of Work Product. The Work will be of good and merchantable quality and free from defects in design, material, and workmanship, are safe, and comply with the specifications set forth in this MSA.
- 8.3 Warranty of Performance. Advisor warrants that it will perform all Work in a good and workmanlike manner, in strict conformity with the specifications and requirements of this MSA or the applicable Statement of Work, in accordance with generally accepted professional standards and in compliance with all applicable laws, rules, and regulations. Such warranty of performance shall extend for twelve (12) months from the date such Work was performed.
- 8.4 Infringement Warranty. Advisor warrants that all work performed by Advisor for or on behalf of Client, and all Work Product produced thereby, will not violate, infringe or misappropriate the rights of any third parties, including, without limitation, the copyright, trademark, patent, or the trade secrets of any third person.
- 8.5 Compliance with Laws. Advisor agrees to comply with the provisions of all applicable federal, state, county, or municipal laws, regulations or ordinances and shall be responsible for obtaining any and all authorizations from any applicable governmental authority that may be required by Advisor to perform the Work under this Agreement.

9. **INSURANCE.**

- 9.1 General. Advisor will purchase and maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. Without limiting the foregoing, Advisor will maintain at its sole cost and expense at least the following insurance coverage to meet its obligations to the extent this Agreement creates risks generally covered by these insurance policies:
- A. Commercial General Liability: including contractual and product liability with limits of at least \$1,000,000 per occurrence single limit liability, and \$1,000,000 in the general aggregate including but not limited to personal injury, premises liability, independent contractors, advertising injury, product liability, completed operations and blanket contractual coverage.
 - B. Workers' Compensation/Employer's Liability: that satisfies all statutory limits where the Work is performed.
 - C. Property Insurance: full replacement value of said property while in the care, custody, and control of Advisor.
- 9.2 Professional Liability: with limits of at least \$1,000,000 per occurrence single limit liability, and \$1,000,000 in the general aggregate.
- 9.3 Certificates of Insurance. Advisor shall furnish Client with certificates of insurance evidencing the above coverages upon request.

10. **Indemnification**. Advisor shall indemnify and hold harmless Client and the agents and employees of Client from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the performance of Work, provided that any such claim, damage, or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) is caused in whole or in part by a negligent act or omission of Advisor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party of person described in this Section 11. Client shall indemnify and hold harmless Advisor from and against all demands, damages, and expenses of others to the comparative extent such claim, damage, or expense is caused by Client's negligent acts or omissions or those negligent acts or omissions of person from whom Client is legally responsible.
11. **ASSIGNMENT**. Advisor will not assign this Agreement without the prior written consent of Client. This appointment and the rights of Advisor hereunder have been granted to Client solely on the understanding that this Agreement is personal to and will be performed by Advisor. Therefore, in the event of any transfer or material change in ownership in Advisor's business, if any, this Agreement shall terminate immediately. This Agreement is not transferable or assignable in any manner without Client's express written consent.
12. **CONFLICT OF DOCUMENTS**. If there is a conflict between the provisions of this MSA and any other documents concerning the Work performed under this MSA, the order of precedence for purposes of resolution shall be: (i) this MSA, (ii) the Statement of Work, (iii) any other document prepared by Client and agreed to by Advisor, and (iv) any other document.
13. **SEVERABILITY**. In the event any provision of this MSA shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. **WAIVER**. Any waiver on the part of Client or Advisor of any term or condition of this MSA shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term or condition of this MSA.
15. **NOTICES**. All notices, statements or other communications required or permitted between Client and Advisor shall be in writing and shall be considered as having been given if delivered by mail, courier, hand delivery or electronic mail to the other party at the designated physical address or electronic mail address. Date of service by mail, courier or hand delivery is the date on which such notice is received by the addressee; provided, however, if such date received is not a Business Day, then the date of service shall be considered to be the next date that is a Business Day. Date of service by electronic mail is the date sent (evidenced by the date and time stamp on the sender's email); provided, however, if an electronic mail is sent after 5 p.m. local time, then the date of service shall be considered to the next day that is a Business Day. "Business Day" means any day which is not a Saturday, Sunday or legal holiday recognized by the federal government of the United States of America. Either party may change its physical address, facsimile number or telephone number upon written notice to the other party, but such change shall not be effective until thirty (30) days after receipt by the other party. Notices shall be delivered as follows:

If to Advisor:

Fidelis Energy Group, LLC
Attn: Manager
25380 Quivira Road
Louisburg, Kansas 66053
gcrow@fidelis-energy.com

If to Client:

City of Garnett
Attn: City Manager
131 West 5th Avenue
Garnett, KS 66032
twilson@garnettks.net

16. **GOVERNING LAW.** This MSA shall be governed by, subject to, and construed in all respects in accordance with the laws of the state of Kansas without regard to conflict of law principles.
17. **Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MSA through negotiations between nominated individuals from each Party with the authority to settle the dispute. If the dispute cannot be settled amicably within fourteen (14) calendar days from the date on which either Party has served written notice on the other of the dispute, then they may seek relief from a court of competent jurisdiction. The foregoing will not be construed to prohibit either Party from directly seeking injunctive relief without first complying with this Section. Advisor acknowledges that the provision of Work is critical to the business and operations of Advisor. Accordingly, in the event of a dispute between Client and Advisor, Advisor will continue to provide services, and Client will continue to pay Advisor.
18. **HEADINGS.** All headings used in this MSA are solely for the purpose of convenience and shall in no manner be deemed to be part of this MSA or used in interpreting its terms.
19. **Survival.** The expiration or termination of this Agreement shall not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification, and property rights.
20. **Amendment.** Any addition to or modification of the terms of the Agreement must be set forth in a written Amendment. When executed, the Amendment shall become part of the Agreement and subject to its terms.
21. **Counterparts and Electronic Signature.** The Parties hereto agree that the Agreement and any subsequent Statements of Work may be executed in one or more counterparts on varying dates and places, and by PDF or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. This Agreement is not and will not be binding and effective, however, unless and until each Party executes a counterpart. The counterparts of this Agreement and all ancillary documents, including subsequent Statements of Work, may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
22. **EXECUTION WARRANTY.** The persons signing below represent and warrant that they have all requisite power, authority, and authorization to execute this MSA on behalf of the parties for whom they sign, and that by signing below, this MSA shall be fully binding upon and enforceable against all such parties and their affiliates.
23. **ENTIRE AGREEMENT. THIS MSA SETS FORTH THE ENTIRE AGREEMENT BETWEEN CLIENT AND ADVISOR WITH RESPECT TO ITS SUBJECT MATTER. ALL PRIOR NEGOTIATIONS AND DEALINGS REGARDING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS MSA.** No amendment, modification, or revision of this MSA or any Statement of Work shall be effective unless made in writing and signed by authorized representatives of both parties who have actual authority to amend, modify or revise this MSA.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

IN WITNESS WHEREOF, the parties hereto have cause this MSA to be signed by their respective duly authorized representatives.

FIDELIS ENERGY GROUP, LLC

CITY OF GARNETT, KANSAS

By: _____

By: _____

Name: Gregory Crow

Name: Travis Wilson

Title: Manager

Title: City Manager

STATEMENT OF WORK

This Statement of Work ("SOW") between the City of Garnett, Kansas ("Client") and Fidelis Energy Group, LLC ("Advisor") is entered into in connection with a Master Advisory Services Agreement between the Parties dated _____, 202_ ("Agreement"). All terms used, but not defined, herein shall have the meanings set forth in the Agreement.

This SOW is entered into for the purpose of providing advisory services to Client's municipal natural gas distribution network (Facility) serving Client's customers in Garnett, Kansas.

1. NATURAL GAS SUPPLY MANAGEMENT: The following services will be provided when applicable to Client for the acquisition and management of Client's natural gas supply for Client's Facility subject to this Agreement.
 - a. Procurement of Supply: Advisor will assist Client in the procurement of natural gas supplies for Client's Facility.
 - b. Advisor will work with Client to determine the required daily or monthly supply volumes and corresponding receipt point(s) for gas delivery.
 - c. Advisor will administer a procurement process to create competition among suppliers.
 - d. Advisor will administer and monitor Client's gas supply contracts.
 - e. Logistics: Advisor will manage Client's supply and transportation assets.
 - f. Advisor will provide nomination and scheduling of Client's gas supply with the supplier(s), the pipeline and/or local gas utility.
 - g. Where necessary and where available, Advisor will obtain Client's metered natural gas consumption data for the Facility.
 - h. Client will provide Advisor with estimated usage volumes for each Facility on request and make a reasonable effort to notify Advisor when Client's usage will be interrupted or changed.
 - i. Advisor will make reasonable efforts to release any excess firm pipeline capacity held by Client in the capacity release market. Revenue for such released capacity will be the property of Client. Advisor may purchase the released capacity from the Client at prevailing market rates.
 - j. Advisor will evaluate gas storage alternatives available to Client. At Client's direction, Advisor will facilitate the acquisition of such storage and will manage the use of storage for Client.
 - k. Negotiations: Advisor will negotiate natural gas related agreements with third parties on the Client's behalf.
 - l. Advisor will provide negotiation services to establish transportation rates on interstate pipelines and gas utilities, contractual terms with suppliers, price risk management counter-parties, and transporters, trade credit with suppliers and price risk management counter-parties.
 - m. Advisor will strive to create competition among service providers where possible.
 - n. Acquisition of Trade Credit: Advisor will advise Client of credit issues for gas Facility, transportation contracts, gas supply, and gas price risk management.
 - o. Client will provide Advisor with the necessary financial information required to obtain trade credit with various vendors.

- p. Advisor will share Client's financial documents with third parties as directed and in any manner as restricted by Client in order to establish trade credit.
 - q. Advisor will work to establish trade credit with suppliers on Client's behalf. Depending on Client's gas usage, multiple sources of trade credit may be established.
 - r. Advisor makes no guarantee that adequate unsecured trade credit will be obtained from third parties. In the event adequate trade credit cannot be secured, Advisor will discuss various credit instruments with Client including but not limited to letters of credit, parental guarantees, and prepayment. It will be the Client's sole responsibility to provide the necessary security to obtain adequate trade credit.
 - s. Budget Preparation: At Client's request, Advisor will provide quarterly and annual energy budgets.
 - t. Cost and Usage Analysis: Where the utility or pipeline has provided Client's metered usage data, Advisor will:
 - i. Email Client's gas usage for each Facility to the Client on a weekly basis.
 - ii. At Client's request, Advisor will provide Client with detailed cost analyses of transportation and commodity costs for each Facility.
 - iii. Advisor will advise Client of options for Client to pursue with assistance from Advisor in the event of measurement discrepancies with the pipeline or utility.
2. Compensation. For proper performance of the services to be provided by Advisor, the Client shall pay the Advisor a retainer of \$1,650.00 per month plus pre-approved reimbursables and/or travel. Advisor shall provide detailed invoice to Client on a monthly basis. Client shall pay Advisor by check or wire transfer on or before the 10th day of each month.
3. Term and Termination. The term of this Agreement become effective on _____, 202_ shall be month to month thereafter. Either Party may terminate the SOW by providing thirty (30) days prior written notice via email.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be signed by their respective duly authorized representatives.

FIDELIS ENERGY GROUP, LLC

CITY OF GARNET, KANSAS

By: _____

By: _____

Name: Gregory Crow

Name: Travis Wilson

Title: Manager

Title: City Manager

Date: _____

Date: _____

GAS ACQUISITION MANAGEMENT PROJECT
PARTICIPATION AGREEMENT

This Agreement entered into this 24th day of March, 1992,
by and between the Kansas Municipal Gas Agency ("KMGA") and the
City of Garnett, Kansas (the "City"):

WITNESSETH:

WHEREAS, pursuant to an interlocal cooperation agreement,
certain Kansas municipalities have joined together under the
provisions of K.S.A. 12-2901 et seq., to organize and create
KMGA; and

WHEREAS, the City owns and operates a municipal natural
gas, electric or other municipal utility system that uses
natural gas and is a[n affiliate] member of KMGA pursuant to
the provisions of the interlocal cooperation agreement and the
KMGA Bylaws; and

WHEREAS, KMGA has implemented a certain Gas Acquisition
Management Project (the "Project") for the purpose of providing
an economic means of long-term Natural Gas acquisition and
transportation for the mutual benefit of certain members and
affiliate members (the "Project Participants"); and

WHEREAS, KMGA will act on behalf of the Project
Participants to acquire Natural Gas, effect the transportation
and delivery of the acquired Natural Gas to the Project
Participants and provide other management services related to
the Project; and

WHEREAS, the City desires to participate in the Project and
receive the economic benefit in combined Natural Gas
acquisition and transportation agreements with other KMGA
Members and Affiliate Members; and

WHEREAS, K.S.A. 12-825j authorizes the City to enter into
contracts with any person, firm, corporation or other
municipality for the acquisition of Natural Gas upon such terms
as may be deemed necessary and reasonable by the governing body
of the City; provided such contracts shall not exceed a period
of forty years and shall not be payable by the levy of any tax.

NOW, THEREFORE, in consideration of the mutual covenants
and agreements herein contained, the parties agree as follows:

"Exhibit A"

DEFINITIONS

"Agreement" shall mean this Gas Acquisition Project Participation Agreement by and between KMGa and the City.

"Alternative Supplies" shall mean, the sum of (i) all Gas supplied under obligations in contracts entered into by the City prior to the execution of this Agreement, plus (ii) that portion of any Gas supplied under contracts entered into by the City after the execution of this Agreement; provided, however, that if the part (i) component is less than 25% of the City's total annual Gas supplies, the total of (i) and (ii) cannot exceed 25% of the City's total annual Gas supplies.

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

"Contract Year" shall mean a twelve-month period beginning on the first day of May in each year.

"Delivery Points" shall mean the City's town gate pipeline interconnect points or other interconnect points designated by the City as set forth on Exhibit A, attached hereto, as may be amended from time to time.

"Gas" or "Natural Gas" shall mean any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state consisting essentially of methane, which meets the quality requirements of the pipeline industry standard.

"Gas Management Agreement" shall mean an agreement entered into by KMGa to engage a Project Manager for management services.

"Gas Purchase Agreements" shall mean those contracts entered into between KMGa and the Sellers of Gas to provide Gas supplies to the Project.

"Imbalance" shall mean deliveries of Project Gas that are greater or less than a Project Participant's nominations.

"KMGa" shall mean the Kansas Municipal Gas Agency.

"Month" shall mean the period commencing on the first day of a calendar month and ending on the first day of the next succeeding calendar month at such time as determined by a Transporter.

"Participation Agreements" shall mean this and other Gas Acquisition Management Project Participation Agreements entered into by and between KMGa and Project Participants.

"Project" shall mean the KMGa Gas acquisition management project.

"Project Gas" shall mean Gas supplies of Project Participants other than Alternative Supplies.

"Project Manager" shall mean KMGA or the party designated by KMGA pursuant to a Gas Management Agreement.

"Project Participants" shall mean the cities participating in the Project.

"Project Participant Committee" shall mean a committee of Project Participants formed in accordance with Article IX of the KMGA Bylaws.

"System" shall mean the Natural Gas [electric] utility system of the City.

"Transporter" shall mean any third-party pipeline used to effect delivery of Project Gas to Project Participants.

"Transportation Contracts" shall mean those contracts with Transporters that provide for transportation and delivery of Project Gas to the Project Participants.

ARTICLE I

Project Management

1.1 KMGA shall oversee, administer and supervise the overall operation of the Project and shall provide all project management services.

1.2 KMGA may enter into a Gas Management Agreement that names a Project Manager to assist KMGA in implementing, managing and administering the purchase, sale and delivery of Project Gas and to assist KMGA in providing any and all other operational transactions associated with the delivery of Project Gas to Project Participants.

1.3 The City may join with other Project Participants to form a Project Participant Committee, as provided for in Article IX of the KMGA Bylaws for the purpose of providing input into the activities relating to the Project.

ARTICLE II

Gas Purchases

2.1 The City shall purchase its entire Gas requirements from and through the Project for the term of this Agreement, provided that the City may provide for Alternative Supplies. The City shall use reasonable best efforts to reduce or eliminate purchases under any existing contracts. The City

shall not enter into any new contracts, extend, exercise an option to extend or otherwise alter its existing contracts that will cause the City's Alternative Supplies to exceed 25% of its total annual Gas supply.

2.2 KMGa shall provide the City with services relating to the purchase, transportation and sale of Gas, nomination of gas supplies, management of Gas Imbalances and any and all other operational transactions associated with the delivery of Project Gas to the City.

2.3 KMGa may enter into Gas Purchase Agreements on behalf of the City, provided that KMGa shall not enter into an agreement that results or potentially results in a take-or-pay obligation of the City without prior written approval of the City.

2.4 KMGa shall not enter into a Gas Purchase Agreement unless the seller of the Gas warrants that the title to the Gas purchased for the Project is free from liens and adverse claims. Additionally, the seller must warrant that the amount paid under the Gas Purchase Agreement is not in excess of the maximum lawful price permissible under the Natural Gas Policy Act of 1978.

2.5 KMGa may combine the City's gas supply requirements with those of other Project Participants when the combination provides gas price or reliability benefits to the City and the Project.

2.6 For twelve months following a termination of this Agreement by the City, the City shall not purchase Gas from any supplier that supplied Project Gas to such City during the twelve months preceding the notification of termination unless the City was purchasing Gas from that supplier immediately preceding the effective date of this Agreement. The City's purchases of pipeline system tariff Gas are excluded from this restriction.

ARTICLE III

Gas Transportation

3.1 The City hereby assigns its rights under the City's existing Transportation Contracts to KMGa or its Project Manager, to the extent that the contracts are used for Project purposes.

3.2 The City authorizes KMGa to negotiate transportation contracts on behalf of the City as needed for transporting Project Gas. Any such contract shall be in the name of the City, or may be in the name of KMGa if so authorized by the City. Any Transportation Contracts entered into for said purpose shall be assigned to KMGa or its Project Manager.

3.3 KMGa may combine the City's gas transportation requirements with those of other Project Participants when the combination provides gas prices or reliability benefits to the City and the Project.

ARTICLE IV

Gas Nomination and Scheduling

4.1 The City shall furnish all available historical and projected Gas usage information of the City as requested by the Project Manager.

4.2 Upon execution of this Agreement, the City shall provide the Project Manager with the projected Project Gas supply requirements for the upcoming or current Contract Year. Thereafter, six months prior to each succeeding Contract Year, the City shall provide the Project Manager with the projected Project Gas supply requirements for the upcoming Contract Year. These projections shall include the following information:

- (a) Firm Gas supply requirements by Month.
- (b) Interruptible Gas supply requirements by Month.
- (c) Peak day Gas requirements for the Month.
- (d) Local distribution Gas requirements by Month.
- (e) Electric generation Gas requirements by Month.

4.3 On or before the 15th day of each month, the City shall provide the Project Manager with the City's nomination of Project Gas requirements for the next month.

4.4 The City may change its nomination for Project Gas requirements at any time by notifying the Project Manager in written form or by telephone with confirmation in writing. The Project Manager shall use its reasonable best efforts in effecting the change in nomination. Provided, however, if Imbalances occur, they shall be dealt with as provided in Article V.

4.5 The Project Manager shall assist the City in preparing its nomination hereunder. The City recognizes that such assistance is to recommend only and that the final nomination is the decision of the City.

ARTICLE V

Imbalances

5.1 The City, KMGa and the Project Manager shall be obligated to use their reasonable best efforts to avoid Imbalances and the imposition of any penalties relating thereto.

5.2 If the parties hereto determine that an Imbalance has occurred as a result of a failure on the part of KMGa or its Project Manager to perform, KMGa shall assume any liability for such Imbalance and shall pay any penalty charge. If it is determined that the Imbalance is not the result of a failure on the part of KMGa or its Project Manager to perform, the City shall be responsible for such Imbalance and any resulting penalty charges after Imbalance liquidation as set forth in Section 5.3 hereof.

5.3 Unless otherwise directed by the City, the Project Manager shall act on behalf of the City to use its reasonable best efforts in liquidating any Imbalances. Accordingly, it is understood and agreed that liquidation of such Imbalance is subject to the rules of the Transporter upon whose pipeline the Imbalance exists; and that such Transporter may not permit the liquidation for some period of time, during which the market price of Gas may fluctuate. It is foreseeable, therefore, that the liquidation of an Imbalance may result in a "net loss" or a "net gain" to the City, depending upon the price at which the Imbalance is liquidated. The Project Manager shall not be under any obligation to liquidate Imbalances at a price greater than the market clearing price existing at the time the Imbalance is liquidated.

ARTICLE VI

Delivery Points and Title

6.1 The City shall designate its Delivery Points which shall be the location described in Exhibit A attached hereto. KMGa shall provide for Project Gas to be delivered to the designated Delivery Points. Title to the Project Gas shall pass to the City upon delivery at the designated Delivery Points unless otherwise approved by the City.

ARTICLE VII

Payments and Obligations

7.1 The City shall be liable for the payment of its proportionate and allocable share of the following:

- (a) Project Gas delivered.
- (b) Any Gas nominated but not actually delivered or liquidated under Article V hereof.
- (c) Any Imbalance penalties or charges, less any net gain on any Imbalance liquidation transaction.

- (d) Project transportation costs.
- (e) Project management fees under a Gas Management Agreement.
- (f) KMGA annual project participation fees included in KMGA's approved budget.

7.2 The financial obligations incurred hereunder, shall be payable solely from the revenues derived from the System which are pledged to pay such obligations and shall not constitute a general obligation of the City payable from taxes levied by the City.

7.3 The City shall receive an invoice from the Project Manager on the first day of each Month for the City's Project Gas nominations for such Month made during the preceding month, and for transportation fees, management fees and any adjustments required related to previous months' activities with respect to the Project. The City hereby agrees to pay the amount of such invoices to a financial intermediary designated by KMGA in immediately available funds, on or before the twentieth (20th) day of each month. If presentation of an invoice is delayed after the first day of the month, the payment date shall be extended to twenty (20) days following the day such invoice is received by the City.

7.4 In the event a dispute arises as to the amount payable in any invoice rendered, the City shall nevertheless pay the amount invoiced under Section 7.3 pending resolution of the dispute. Such payment shall not be deemed to be a waiver of the right of the City to recover any overpayment.

7.5 The City shall be individually responsible for the performance of its own obligations with respect to the Project. The City is not responsible for actions of other Project Participants and shall not be bound by another Project Participant other than its contractual obligations as a member of KMGA.

ARTICLE VIII

Default and Remedies

8.1 An occurrence of any of the following events or conditions shall constitute an "Event of Default":

- (1) Failure of KMGA or the City to pay any obligations relating to the Project in a timely manner.

- (2) Filing by KMGA or the City of a voluntary petition or any answer seeking a reorganization, arrangement, readjustment of its debts or for any other relief under any applicable bankruptcy law, act or insolvency action, now or hereafter existing.
- (3) Filing of an involuntary petition against KMGA or the City in bankruptcy or seeking reorganization, arrangement or readjustment of its debts or for any other relief under any applicable bankruptcy law, act or insolvency action, now or hereafter existing.
- (4) There exists a default in the observance or performance of any of the covenants, terms or conditions in this Agreement; and such default shall continue for a period of ten (10) days after written notice of the default and surrounding circumstances constituting the default.
- (5) Changes in the constitution of the State, legislative or administrative actions by the United States or agencies thereof, or of the State or any political subdivision thereof, or court proceedings or acts of God which makes this Agreement void, unenforceable or impossible to perform.

8.2 Subject to the other provisions of this Agreement and in addition to any and all remedies available in equity or at law, upon the occurrence of an Event of Default by KMGA, the City, upon payment of all obligations to KMGA, the Project Manager and any third parties to whom an Obligation exists with respect to any natural gas purchased, sold and delivered, may terminate this Agreement in its entirety upon thirty (30) days prior written notice to KMGA.

8.3 Subject to the other provisions of this Agreement and in addition to any and all remedies available in equity or at law, upon the occurrence of an Event of Default by the City, KMGA may demand immediate payment of all obligations to KMGA, the Project Manager and any interested third parties, may terminate this Agreement in its entirety or for specific services that are the subject of the Event of Default upon thirty (30) days prior written notice to the City and/or may suspend further deliveries of Project Gas until such time that the default is cured to the satisfaction of KMGA.

ARTICLE IX

Term

9.1 This Agreement shall be effective from the date first herein written above and continue in full force and effect for a primary term ending April 30, 1995 and from year to year thereafter, until terminated by either party hereto upon giving at least one (1) year prior written notice to the other party, at which time this Agreement shall terminate, except as to any outstanding obligations; provided that the term does not exceed the term limitations provided in K.S.A. 12-825j.

9.2 If the City does not continue to own or operate a municipal natural gas, electric or other utility that uses natural gas, then the rights and obligations of the parties hereto, as they relate to the City will terminate, provided all obligations are paid.

ARTICLE X

Confidentiality

10.1 The parties agree that they and each of their agents, employees, contractors and other parties acquiring information about the Project services, the Project Gas supply proposals or the Project Gas prices, quantity, quality or transportation shall hold such information in confidence, except to the extent such information must be disclosed to a third party as required by law or to effect transportation of Project Gas.

ARTICLE XI

Indemnification

11.1 KMGa shall indemnify and hold the City harmless for and against, and pay or reimburse the City for any and all losses which are actually sustained or incurred as a result of and breach or non-performance of any obligation by KMGa hereunder.

11.2 The City shall indemnify and hold KMGa harmless for and against, and pay or reimburse KMGa for any and all losses which are actually sustained or incurred as a result of and breach or non-performance of any obligation by the City hereunder.

ARTICLE XII

Miscellaneous

12.1 Waiver. A waiver by either party of any one or more defaults by the other hereunder shall not operate as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

12.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereto.

Neither party may assign its rights nor delegate its obligations under this Agreement without the prior written consent of the other party, provided that KMGa may enter into a Gas Management Agreement.

12.3 Notices. Except as herein otherwise provided, (specifically including Section 7.3) any notice, request, demand, statement, bill or payment provided for in this Agreement shall be deemed given when deposited in the United States mail, postage prepaid, directed to the post office address of the parties as follows:

To KMGa: Kansas Municipal Gas Agency
6950 Squibb Road
Suite 414
Mission, KS 66202
Attention: General Manager

To the City: City of Garnett
P.O. Box H
Garnett, Kansas 66032
Attention: R. G. Doran, City Manager

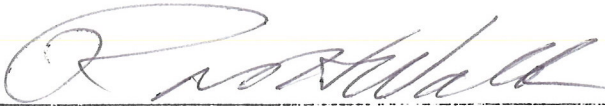
12.4 Books and Records. Each party shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Agreement. All invoices and statements shall be deemed to be accurate and final by both parties unless questioned in writing within two (2) years of receipt.

12.5 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

12.6 Integration. This Agreement contains the entire Agreement between the parties hereto, and no waiver, modification or other changes shall be effective unless in writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.


KANSAS MUNICIPAL GAS AGENCY

By: 
President

Attest:


Secretary

THE CITY OF GARNETT, KANSAS

By: 
Mayor

Attest:


City Clerk

EXHIBIT A

DELIVERY POINTS

EXHIBIT B

FORM OF NOMINATIONS

EXHIBIT C

HISTORICAL GAS USAGE OF THE CITY

GILMORE & BELL
5/30/90

=====

INTERLOCAL COOPERATION AGREEMENT
OF
KANSAS MUNICIPAL GAS AGENCY

=====

INTERLOCAL COOPERATION AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Title	1
Recitals	1
DEFINITIONS	
Definitions	1
<u>ARTICLE I</u>	
Purpose of Agreement	2
<u>ARTICLE II</u>	
Representations of Members.....	3
<u>ARTICLE III</u>	
Creation	3
<u>ARTICLE IV</u>	
Duration	3
<u>ARTICLE V</u>	
Purposes of the Agency	3
<u>ARTICLE VI</u>	
Powers.....	4
<u>ARTICLE VII</u>	
Organization, Composition and Nature	6

<u>ARTICLE VIII</u>	
Financing and Budget	7
<u>ARTICLE IX</u>	
Termination	8
<u>ARTICLE X</u>	
Agency Property	9
<u>ARTICLE XI</u>	
Powers of Board of Directors	9
<u>ARTICLE XII</u>	
Amendments	9
<u>ARTICLE XIII</u>	
Effective Date	9
Adoption	10
Signatures and Seal	10
Acknowledgement	10
Exhibit A	11
Approval of Attorney General	12
Certificate of Recording	13
Certificate of Secretary of State	14

GILMORE & BELL
5/23/90

INTERLOCAL COOPERATION AGREEMENT CREATING
THE KANSAS MUNICIPAL GAS AGENCY

WHEREAS, K.S.A. 12-2901 et seq., as amended, (the "Act") provides inter alia that in order for public agencies to make the most efficient use of their powers, such public agencies may cooperate with other public agencies on a basis of mutual advantage to provide services in a manner that will best accord with economic and other factors influencing the needs and development of such public agencies; and

WHEREAS, the Act authorizes public agencies to enter into interlocal agreements with one or more other public agencies for joint or cooperative action pursuant to the provisions of the Act; and

WHEREAS, the Act provides that any interlocal agreement entered into under the provisions of the Act may authorize the creation of a separate legal entity to conduct the joint or cooperative action provided for in such interlocal agreement. Such separate legal entity shall constitute a body corporate and politic and shall act as the constituted authority of the public agencies on behalf of which any bonds, notes or other evidences of indebtedness are issued by such separate legal entity; and

WHEREAS, certain public agencies within the State of Kansas desire to create a separate legal entity pursuant to the Act to afford an economical means of providing financing to such public agencies for their respective projects, including acquiring, planning, studying and developing supply, transmission and distribution facilities and programs and for the purpose of securing an adequate, economical and reliable supply of natural gas and transmitting the same for distribution through the distribution systems of such public agencies or for the use by other utility systems of such public agencies; or to perform any other activities, services or functions permitted to be undertaken by a public agency.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO, AS FOLLOWS:

DEFINITIONS

"Act" shall mean K.S.A. 12-2901 et seq., as amended.

"Affiliate Member" shall mean any municipality or quasi-municipal body that has become associated with the Agency for a limited or specified purpose.

"Agency" shall mean the Kansas Municipal Gas Agency created pursuant to this Agreement.

"Agreement" shall mean this Interlocal Cooperation Agreement.

"Board" or "Board of Directors" shall mean the governing board of directors of the Agency authorized and selected in accordance with Article VII of the Agreement.

"Bylaws" shall mean the bylaws of the Agency, as may be amended from time to time.

"Director" shall mean the representative to the Board of Directors selected by the Members in accordance with Article VII hereof.

"Members" shall mean those Public Agencies executing this Agreement (initially reflected in Exhibit A attached hereto) as may be modified for Members who withdraw or Public Agencies who are added in accordance with Article VII hereof.

"Project" shall mean any plant, works, system, facilities and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, used or useful in the generation, production, transmission or purchase, sale, use, exchange or interchange of natural gas or any other municipal utility system or any interest therein or capacity thereof; and including all studies, planning, administration, compliance with state and federal regulations, and ancillary functions thereto.

"Public Agency(ies)" shall mean a public agency as such term is defined to in the Act.

"State" shall mean the state of Kansas.

"System" shall mean any municipally owned natural gas, electric or other utility system.

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is to organize a separate legal entity under and in accordance with the Act.

ARTICLE II

Representations of Members

Each Member hereby represents that:

2.1. It is a Public Agency duly organized and existing under the laws of the State of Kansas.

2.2. It currently owns and operates a natural gas system; an electric system that utilizes natural gas; a utility that uses natural gas in its operation or production; or any other municipal utility system.

2.3. Its governing body, by appropriate action, authorized the execution of this Agreement.

ARTICLE III

Creation

3.1. Pursuant to provisions of the Act, the Members hereby organize and create a separate legal entity under the Act.

3.2. The name of the separate legal entity created pursuant to this Agreement shall be the Kansas Municipal Gas Agency.

ARTICLE IV

Duration

The duration of the Agency shall be perpetual, unless terminated in accordance with Article IX of the Agreement.

ARTICLE V

Purposes of the Agency

The purpose of the Agency shall be:

5.1. To assist its Members and Affiliate Members in acquiring, planning, studying and developing natural gas and other energy supply, transmission and distribution facilities and programs; securing an adequate, economical and reliable supply of natural gas or other energy and transmitting the same for use or distribution by the Systems of such Public Agencies; and acquiring, planning, studying and developing Projects for any other municipal utility.

5.2. To assist Members on a joint or individual basis in the financing or refinancing of Projects.

5.3. To allow cooperation between the Members and Affiliate Members for the efficient use of all the powers of Public Agencies.

5.4. To engage in any lawful act or activity for which the Agency or other Public Agencies may be organized under the Act or other laws of the State of Kansas.

ARTICLE VI

Powers

6.1. The Agency shall have all the powers set out in the Act and any powers granted to Systems of Public Agencies as otherwise permitted by law.

6.2. In addition to powers set forth in the Act, the Agency also may exercise the following powers:

(a) to make, amend and repeal bylaws consistent with the provisions of this Agreement;

(b) to enter into franchises, contracts and agreements with the State or the United States or instrumentality thereof, or any public or private person, partnership, association or corporation of the State or of the United States; for the planning, development, construction or operation of any facility for the production, transmission or use of natural gas or for any common or other service rendered to, for or by the Agency;

(c) to make and enter into any other contract or agreement necessary or incidental to the performance of its duties and the execution of its powers under this Agreement, including contracts for the purchase, sale, transmission, use or exchange of natural gas with the United States or with any other Systems that utilize natural gas, either privately, cooperatively or publicly owned, within and without the State, subject to the limitations and restrictions provided in this Agreement or in the Bylaws of the Agency;

(d) to plan, finance, construct, purchase, operate, maintain, use, share costs of, own, lease, sell, dispose of or otherwise participate in any Project or any portion thereof within or without the State; or to purchase, own, sell, dispose of or otherwise participate in securities issued in connection with the financing of any Project or any portion thereof or to acquire any interest in or any right to any Project

and act as agent, or designate one or more of the other persons participating in a Project to act as its agent, in connection with the planning, acquisition, construction, reconstruction, operation, maintenance, repair, extension of improvement of such Project;

(e) to issue bonds, notes or other evidence of indebtedness, in its own name, on behalf of the Public Agencies that are or become Members for those purposes for which such Public Agencies are authorized pursuant to the constitution and laws of the State to issue bonds, notes or other evidence of indebtedness;

(f) to establish, revise and collect rates or charges for natural gas use and all other services, facilities and commodities used, sold, furnished or supplied by the Agency;

(g) to acquire, hold, lease to and from and dispose of real or personal property that is necessary for the performance of its duties and the execution of its powers under this Agreement and the Bylaws;

(h) to investigate the desirability of and the necessity for additional sources and supplies of natural gas, and make studies, surveys and estimates as may be necessary to determine the feasibility and costs thereof;

(i) to cooperate with other persons in the development of sources and supplies of natural gas;

(j) to invest money of the Agency not required for immediate use, including proceeds from the sale of any debt obligations, subject to any agreement with holders or owners of such debt obligations;

(k) to purchase, sell, exchange or transmit natural gas within and outside the State in such amounts as it determines to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities, and to enter into agreements with any person with respect to that purchase, sale, exchange or transmission.

(l) to procure insurance against any losses in connection with its property, operations or assets in such amounts and from such insurers as it deems desirable;

(m) to mortgage, pledge and grant a security interest in any or all of its real and personal property to secure the payment of its bonds, notes, or other obligations or contracts; and

(n) to exercise all other powers not inconsistent with the constitutions of the State or the United States, which powers may be reasonably necessary or appropriate for or incidental to the effectuation of its authorized purposes; or to exercise any of the powers enumerated in this section; and generally to exercise in connection with its property and affairs and in connection with property within its control, any and all powers that may be exercised by a Public Agency in connection with similar property and affairs;

ARTICLE VII

Organization, Composition and Nature

7.1. The Members of the Agency shall be those Public Agencies executing this Agreement.

7.2. Any Public Agency may become a Member or withdraw as a Member if such membership or withdrawal is authorized by ordinance or resolution of the governing body of such Public Agency and consented to by resolution of the Board of Directors.

7.3. The withdrawal of a Member that has any unpaid assessments owed to the Agency shall not be effective until such time as the assessments have been paid in full or waived by two-thirds (2/3) vote of the Board of Directors. The withdrawing Member shall not be entitled to receive any real or personal property of the Agency by reason of its withdrawal. Withdrawal of a Member shall not be deemed to terminate or diminish any obligations that such Member may have to the Agency pursuant to written agreements or contracts with the Agency separate and apart from this Agreement except as provided in such other agreements or contracts.

7.4. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of the number of Directors established by the Bylaws, provided that each Member shall be represented by not less than one (1) Director, and provided that there shall not be less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that would constitute a board of not less than three (3) Directors, provided that each Member shall select the same number of Directors.

Each Member may also select an Alternate for any Director in accordance with the provisions of the Bylaws.

7.5. A quorum of the Board of Directors shall be determined in accordance with the Bylaws.

7.6. The Bylaws of the Agency may be adopted by an affirmative vote of the Directors or voting Alternates representing not less than two-thirds (2/3) of the Members. Rules and regulations may be adopted and the Bylaws may be amended, supplemented or repealed in the manner set forth in the Bylaws. The bylaws may provide among other things for any one or more of the following:

- (a) a provision for weighted voting in the event of a deadlock on the Board of Directors;
- (b) a provision allowing the Board of Directors to operate through an executive committee or special committees of the Board between Board meetings;
- (c) a provision for the indemnification of officers and Directors of the Agency; and
- (d) a provision for assessments of administrative and operating expenses against Members and Affiliate Members.

7.7. The Board of Directors shall elect from its membership a President, Vice-President and Secretary-Treasurer. The Board may also elect or appoint other officers or a general manager as it deems advisable, in accordance with the Bylaws.

7.8. The Board of Directors shall have the authority to accept Affiliate Members of the Agency; which Affiliate Members shall not be Members of the Agency, shall not be entitled to vote on Agency matters and shall not execute this Agreement or amendments hereto.

ARTICLE VIII

Financing and Budget

8.1. The Board of Directors shall determine the methods of obtaining financing for the Agency on behalf of its Members in any manner set forth in the Act or otherwise permitted by law where such is not inconsistent with this Agreement.

8.2. The Agency is authorized to issue bonds, notes or other evidence of indebtedness, in its own name, on behalf of the Members for those purposes for which the Members are authorized pursuant to the constitution and laws of the State to issue bonds, notes or other evidence of indebtedness. Such bonds, notes or other indebtedness of the Agency may be payable from or secured by any property, interest or income of the Agency, from whatever source derived, but shall not constitute

a charge against or indebtedness of any Member on behalf of which such bonds, notes or other indebtedness are issued. In issuing such bonds, notes or other indebtedness, the Agency shall act as the constituted authority of the Members on behalf of which such bonds, notes or other indebtedness are issued. The Agency may also acquire any bonds, notes or other evidence of indebtedness issued by a Member payable from or secured by any property, interest or income of the Member, from whatever source derived, as long as evidence of indebtedness is lawfully issued by the Member.

8.3. Obligations of the Members shall be payable solely from agreements entered into with the Agency pursuant to this Agreement or the Act or obligations sold to the Agency. The Members are not liable for the obligations of the Agency; but each Member shall be liable to the Agency to the extent of its obligations specified in any purchase contract or agreement to pay for natural gas or services or any other specific agreement that the Member enters into with the Agency pursuant to this Agreement or the Act.

8.4. The Board of Directors shall conduct one or more meetings annually to discuss the Agency's budget for the ensuing year. The budget shall be adopted by the Board of Directors.

ARTICLE IX

Termination

This Agreement and the Agency may be terminated by the written consent to such termination by at least two-thirds (2/3) of the Members; provided that prior to such termination all contractual obligations, indebtedness, warrants and other financial obligations of the Agency shall have been discharged or paid in full or there has been deposited in escrow with a state or national bank located in the State of Kansas and having full trust powers, cash or direct obligations of the government of the United States of America or obligations, the payment of the principal of and interest on which is unconditionally guaranteed by the government of the United States of America, in amounts sufficient, together with the interest earned on such obligations without reinvestment, to pay such indebtedness, warrants and other financial obligations in full when due. Thereafter, the Board of Directors of the Agency shall liquidate the Agency and distribute the assets of the Agency or the net proceeds thereof to the Members in a manner to be determined by it pursuant to law, taking into account, in such manner as the Board of Directors of the Agency in its discretion deems appropriate, the relative contributions of cash and other property to the Agency, provided, that no property of the Agency shall inure to the benefit of any

private individual, corporation or association. In the event that the Board of Directors of the Agency is unable to decide as to the manner in which the Agency shall be liquidated and the net proceeds distributed it shall be determined by a court of appropriate jurisdiction.

ARTICLE X

Agency Property

Title to all real and personal property of the Agency shall be acquired, held and disposed of in the name of the Agency unless otherwise required by law or by the terms of a gift or grant.

ARTICLE XI

Powers of Board of Directors

The Board of Directors shall have all powers designated in the Act and set forth in this Agreement and the Bylaws.

ARTICLE XII

Amendments

Except as provided in Article VII concerning the withdrawal or addition of Members, this Agreement may be amended or supplemented in whole or in part by action of the Board of Directors when such amendments are approved by ordinance or resolution of the governing bodies of each Member and executed by appropriate officials of each Member. Any such amendments shall be submitted and approved by the Attorney General of the State, filed with the Register of Deeds of each county where a Member is located, and filed with the Secretary of State.

ARTICLE XIII

Effective Date

This Agreement shall take effect upon its approval by the Attorney General of the State of Kansas, upon the filing of the Agreement with the Registers' of Deeds of each county where a Member is located and upon filing with the Kansas Secretary of State.

IN WITNESS WHEREOF, the Members have each executed this Agreement effective as of the date first above written.

CITY OF GARNETT, KANSAS

(Seal)

Janice L. Hodgson
Mayor

ATTEST:

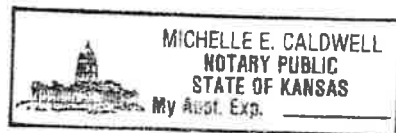
Joey E. Martin
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Sedg.) SS.

This instrument was acknowledged before me on 31st day of July, 1990, by Janice L. Hodgson, Mayor, and Joey E. Martin, City Clerk, of the City of Garnett, Kansas.

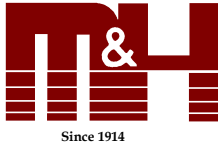
(Seal)



Michelle E. Caldwell
Notary Public

My Commission Expires:

March 8, 1993



Musselman & Hall Contractors, LLC
PO Box 300858
4922 E Blue Banks
Kansas City, MO 64130

Phone: (816) 861-1234
Fax: (816) 861-1237
Website: www.mandh.net

Railroad Maintenance & Construction
 Structural & Architectural Concrete
 Asphalt Pavement Analysis,
 Maintenance & Construction

PROPOSAL

Date: March 6, 2023

Company Name	City of Garnett	Project Information	Garnett Lake Culvert Wingwall Installation
Attn:	Eric Mills		
Address			
City, St, Zip			
Phone			
Email			

We hereby submit specifications and estimates for:

Biditem	Description	Biditem	Unit	Unit Price	Biditem Total
10	Culvert Wingwalls	1.000	LS	\$71,000.00	\$144,000.00
20	North Culvert Apron	1.000	LS	\$13,000.00	\$17,000.00
30	Finish Grade/Rip Rap	1.000	LS	\$22,000.00	\$32,000.00
Bid Total					\$193,000.00

Notes:

Exclusions: Bonds, testing, permits, rock excavation, COE specific inspections, seeding/sodding, hauling spoils offsite, epoxy coated reinforcing, guardrail repair/replacement.

1. Culvert wingwalls includes installation of footing and walls based upon KDOT plans dated 10-20-10 from City of Garnett. This includes necessary excavation for footings and the headwall to be 14ft wide and 11ft-3" tall. It will be tapered at the ends to 7ft-2" height. Total length of wall/footing is 55ft for each side. We assumed headwall can be poured against existing culvert pipe and there won't be a separate grouted collar.
2. North culvert apron is priced per detail provided. It is only on the north side.
3. Finish grade includes spreading spoils behind new walls, laying erosion control fabric, and installing rip rap for erosion control.

The proposed price for this project has been calculated based on the current prices for construction materials. However, the market for construction materials is considered to be volatile, and sudden price increases could occur. Supply chain disruptions and long lead times further exacerbate material costs and construction schedule delays. Therefore, the proposed price is only good for 15 days. Updated pricing will be required after the specified time.

Payment to be made as follows:

Net 30 Days. Upon completion of the work listed above

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation, from the above specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

MUSSELMAN & HALL SIGNATURE

Signature _____

Date Signed _____

Proposal may be withdrawn by us if not accepted 30 Days

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date of Acceptance: _____

Print Name _____

Exhibit B – Terms and Conditions

1. **The Contract & Work.** The Contract includes the proposal, these Terms and Conditions, the clarifications/assumptions and all other exhibits or attachments to the proposal. Musselman & Hall Contractors, LLC (“MH”) agrees to furnish all labor, material, equipment, tools, machinery, transportation and insurance, and all other work or services described in the Contract (collectively, the “Work”). Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from the Work, including, but not limited to permits, sales tax, prevailing wage rates, special insurance, bonds and hazardous materials.
2. **Contract Price.** Customer agrees to pay MH the full price identified in the proposal for the performance of the Work (the “Price”) along with any adjustments in the Price as a result of a change order. The Price is lump sum unless specifically provided otherwise in the Contract.
3. **Changes.** An adjustment to the Price and any schedule for the Work shall be made to the Contract in the event of additional Work is necessary beyond the scope of the proposal. The following procedure shall be followed to determine and adjustment in the Price or schedule for additional Work: (a) As change order items are identified and before any work is done, MH and Customer will review and agree on the additional Work to be performed; and, (b) Customer will issue a change order or written request to include the additional Work in the Contract and to equitably adjust the Price and schedule. In the event Customer directs MH to perform the additional work prior to issuing a change order, and a change order is not agreed upon within 30 days of commencing such work, MH’s proposed adjustments to Price and Schedule will be deemed accepted by Customer, the additional work included in the Work, and MH may bill for such additional work in accordance with this Contract. Customer and MH will work to reach a mutually agreeable resolution on the adjustment to the Price and/or schedule. However, if no such agreement shall be reached, the adjustment in the Price shall be based on MH’s current labor and material rates or the cost of the additional work plus reasonable overhead and profit as determined by MH.
4. **Financial Assurance.** Customer shall, at the written request of MH and before commencement of the Work (or any time thereafter), furnish to MH reasonable evidence that financial arrangements have been made to fulfill the Customer’s obligations to pay MH. Furnishing such evidence shall be a condition precedent to commencement or continuation of the Work. Additionally, if at any time during the performance of the Work MH has reasonable belief of Customer’s inability to pay the Price of the Work, MH may request additional reasonable evidence of Customer’s ability to pay. MH may stop the performance of the Work until such reasonable evidence is furnished by Customer to MH’s satisfaction.
5. **Payments.** All MH invoices are net 30 days from invoice date unless specified otherwise in the proposal. A “late payment” charge of one and one-half percent (1.5%) per month or the maximum legal interest rate whichever is less, will be made on all monies past due and shall be paid immediately. When MH’s Work is substantially complete and upon application by MH, Customer shall pay MH the full Price less any amount necessary to cover costs of items to be completed or corrected by MH. Customer shall pay MH the entire unpaid balance of the Contract Price when MH’s Work is fully completed. Final payment shall be due within 30 days of MH submitting the last of the following: (1) final application for payment, (2) releases of liens and claims in a form acceptable to Customer, and (3) all guarantees and warranties applicable to the Work.
6. **Execution; Progress of the Work; Delays.** MH shall endeavor to perform the Work promptly, efficiently, and in accordance with the schedule to be agreed upon by the parties. If MH is delayed at any time in the progress of the Work by an act or neglect of Customer, Customer’s representatives, a separate contractor employed by Customer, or by changes ordered in the Work not caused by the fault of MH, or by “Force Majeure” meaning acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection, unavailability of materials or supplies, labor shortages, pandemic, or any other causes beyond MH’s reasonable control, there will be an equitable adjustment to the Price and/or schedule upon a claim made by MH for any such delays.
7. **Hazardous and Unknown Conditions.** Unless expressly included in the Work, Customer will be responsible for all costs or claims associated with and for handling the treatment, storage, disposal of all hazardous materials on the project. If MH encounters subsurface, latent, or hazardous materials, MH will stop the Work and report such conditions to Customer. MH shall be entitled to a reasonable adjustment to the Price and/or schedule in the event of encountering subsurface, latent, or hazardous materials resulting in increase costs and/or time to address such conditions.
8. **Limited Warranty.** MH warrants that its work will be performed in a workmanlike manner and be free from material defects caused by faulty workmanship for a period of twelve (12) months after substantial completion of the MH’s Work. THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer’s sole and exclusive remedy against MH under this Contract for faulty workmanship within the twelve (12) month warranty period shall be limited to the repair or replacement of any defective Work. This warranty excludes damage or defects caused by Customer’s failure to maintain, normal wear and tear, Force Majeure, vandalism, and damage caused by others. Repairs to MH’s work by anyone other than MH shall void the warranty. Any warranty claim must be presented in writing to MH within twelve (12) months after substantial completion of MH’s Work, or the claim shall be waived. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Customer, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty.
9. **Insurance and Bonds.** MH shall purchase and maintain insurance of the following types of coverage and limits of liability.
 - a. Worker's Compensation insurance, or local equivalent, as prescribed by the law of the state or jurisdiction in which the Project is performed.
 - b. Employer's Liability - \$1,000,000.00 for each accident or disease.
 - c. Commercial General Liability - \$1,000,000.00 per occurrence.
 - d. Commercial Automobile Liability - \$2,000,000.00 combined single limit per accident

Exhibit B – Terms and Conditions

The Commercial General Liability insurance shall include the Customer and all affiliates and other entities as reasonably requested by Customer, as additional insureds. Such coverage shall be primary and non-contributory to any insurance maintained by Customer and not subject to any “excess”, “pro-rata” or similar type of “other insurance” clause. All policies shall include a waiver of subrogation against Customer where allowed by law. Certificates of Insurance using the insurance industry standard ACORD form, or equivalent, and a copy of the additional insured endorsement shall be furnished prior to commencement of the Project. Certificates shall include a provision for 30 days’ notice to Customer of cancellation, non-renewal or material policy change.

If expressly included in the Work, MH shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising under the Contract. The cost of such bonds shall be included in the Price.

10. **Indemnification; Damages; Liability.** MH will indemnify the Customer from and against damages resulting from performance of the Work, provided that such damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent proven to be caused by the negligent acts or omissions of MH. Customer will indemnify MH for liability, loss and expense resulting from MH’s Work if MH is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Customer and MH agree to waive all claims against the other for consequential damages that may arise out of or relate to this Contract or the Work. To the fullest extent permitted by law, the total liability, in the aggregate, of MH to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Contract or the Work, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed MH’s net profit on the Work. Customer and MH waive all rights of subrogation for claims covered by the parties’ insurance. Customer shall not be entitled to any type of liquidated damages unless expressly provided in the Contract.
11. **Suspension; Termination.** MH may suspend the Work in accordance with this Contract and due to Customer’s failure to pay amounts past the due date after providing 7 days prior written notice of nonpayment and may terminate the Contract for nonpayment of amounts due more than 30 days past the due date. In the event of suspension or termination by MH, MH shall be entitled to recover from Customer payment for all demobilization, mobilization and other termination costs in addition to the amount owed, interest, attorneys’ fees and, in the case of suspension, labor and material escalation charges.
12. **Dispute Resolution.** Any claim or dispute arising out of or related to this Contract, including claims against MH’s bond, personal injury, property damage, and all other claims (collectively, “Claims”) shall be resolved pursuant to this section. The parties shall resolve all Claims as follows: (a) arbitration to be conducted in accordance with the Construction Industry Rules of the American Arbitration Association (“AAA”) currently in effect, the arbitrator to be mutually agreed upon by the parties. Except as otherwise required by the law where the project is located providing for exclusive jurisdiction and venue for construction

contracts in the state where project located, this Contract and all Claims, shall be governed by Missouri law, without regard to conflicts of law principles, and exclusive jurisdiction and venue shall lie in Jackson County, Missouri (for state actions) and the U.S. District Court for the Western District of Missouri, Western Division (for federal actions) and arbitrations shall be held in Kansas City, Missouri. If MH chooses to resolve the parties’ disputes or claims through arbitration, the Federal Arbitration Act, 9 USC Sec. 1 et seq., shall govern the arbitration and this arbitration clause. The parties expressly waive their right to a trial by jury, and Customer expressly waives its right to a trial by jury on any claims against MH’s surety on any bond issued on behalf of MH for the project.

13. **Attorney’s Fees.** If any litigation or arbitration occurs under this Contract, then the prevailing party in such proceeding shall be entitled to be reimbursed by the non-prevailing party for all of the prevailing party’s out-of-pocket expenses incurred in connection with such litigation or arbitration, including, without limitation, reasonable attorneys’ fees, expert witness fees and other costs of litigation or arbitration. In any such proceeding, the judge or arbitrator is hereby authorized and directed by the parties to this Contract to make a determination as to the identity of the prevailing party and the amount of the non-prevailing party’s reimbursement obligations.
14. **Independent Contractor.** MH is an independent contractor in all its operations and activities. The employees used by MH to perform Work under this Contract shall be MH’s employees exclusively without any relation whatsoever to Customer.
15. **Interpretation.** The Contract Documents have been carefully reviewed and negotiated by both parties at arm’s length and they shall be given fair and reasonable interpretation in accordance with the words contained in them without any weight being given to whether a provision was drafted by one party or its counsel. Paragraph headings are for convenience only and shall not be a part of the Contract or considered in its interpretation.
16. **NOTICE TO OWNER FOR MISSOURI PROJECTS:** FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC’S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR “LIEN WAIVERS” FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.
17. **NOTICE OF PROMPT PAY ACT FOR NEBRASKA PROJECTS:** Pursuant to the Nebraska Construction Prompt Pay Act, if a periodic or final payment to (1) a contractor is delayed by more than thirty days after receipt of a properly submitted periodic or final payment request by the owner or owner’s representative or (2) a subcontractor is delayed by more than ten days after receipt of a periodic or final payment by the contractor or subcontractor, then the remitting owner, contractor, or subcontractor shall pay the contractor or subcontractor interest due until such amount is paid, beginning on the day following the payment due date at the rate of one percent per month or a pro rata fraction thereof on the unpaid balance.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
REVENUES	GENERAL	FIGGINS, SHANNON	KS SETOFF REFUND	182.12
			TOTAL:	182.12
GOVERNMENT ADMINISTRAT	GENERAL	BRIGHTSPEED COMMUNICATIONS	CITY HALL PHONE	113.86
		DIGITAL CONNECTIONS, INC.	ADMIN SPLIT	318.59
		GARNETT PUBLISHING, INC.	ORDER FOR CONTINUANCE FORM	188.68
		TRAVELERS INSURANCE	NOTARY - CITY CLERK	50.00
		KANSAS ALCOHOLIC BEVERAGE CONTROL	LEISZLER OIL LIQUOR LICENS	25.00
		KANSAS SECRETARY OF STATE	NOTARY CITY CLERK	25.00
		KANSAS STATE TREASURER	STATE COURT COLLECTION FEE	1,023.00
		LANDON, HEATHER R.	CASE 22-0146	300.00
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	74.43
		NAVRAT'S	CARTRIDGE BLACK (2)	288.58
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	221.54
		VISA - CARD SERVICES	VISA - CARD SERVICES	520.49
			VISA - CARD SERVICES	558.20
			VISA - CARD SERVICES	68.97
			VISA - CARD SERVICES	128.77
			VISA - CARD SERVICES	42.04
		WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	13.99
			TOTAL:	3,961.14
COMMUNITY DEVELOPMENT	GENERAL	COUNTRYSIDE VET CLINIC, INC.	CAT BOARD/EUTHANASIA	71.00
			CAT BOARD (4) ADOPTED	60.00
		DIGITAL CONNECTIONS, INC.	COM DEV SPLIT	154.16
		GARNETT PUBLISHING, INC.	PUBLISH SUP 815 W 7TH	57.52
		EVERGY	COM DEV #7745674439	26.00
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	19.17
		NEW DIRECTIONS	SEMI-ANNAUL SPLIT	24.62
			SEMI-ANNAUL SPLIT	49.23
		VISA - CARD SERVICES	VISA - CARD SERVICES	16.11
			VISA - CARD SERVICES	129.13
			VISA - CARD SERVICES	27.60
		WOLKEN PLBG. & ELECTRIC, INC.	THC TOILET	225.00
			TOTAL:	859.54
PARKS, RECREATION & CE	GENERAL	ANCHOR SALES & SERV CO, INC.	TURF TECH	851.00
		BRUMMEL FARM SERVICE	BALLFIELD MAINT	982.60
		GARNETT PUBLISHING, INC.	CLASSIDIED PARK/CEMETERY	78.80
		GARNETT HOME CENTER	PARKS - DOCK MAINT	44.58
			PARKS- MEASURING CUP	12.99
		GERKEN RENT-ALL, INC	N LAKE PORTABLE TOILET (5)	357.50
		GILL ID SYSTEMS	PROX CARDS (500)	2,330.00
		BOBS TRAILER SALES	TRAILER BULLDOG 2023	5,950.00
		EVERGY	PARKS # 5102657023	18.14
			PARKS #9127811310	59.40
			CAMPSITE #0638664876	27.66
		MILLER HARDWARE	14" CHAINSAW	465.99
			MULTIPLE DEPT SPLIT	47.66
			MULTIPLE DEPT SPLIT	15.98
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	196.92
		PEPSI-COLA	WATER (6)	178.38
			GATER GLACIER (2)	95.20
			GATER BLUE (2)	95.20
		SAM'S CLUB	AED BATTERY	237.60
			CONFERENCE/TRAVEL/MEAL	524.19

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			B&W TRAILER HITCH	268.93
			CARDIO AED BATTERY	250.56
			PRESS BAR	49.99
		VISA - CARD SERVICES	VISA - CARD SERVICES	220.00
			VISA-CARD SERVICES	11.16
			VISA-CARD SERVICES	2.89
		WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	25.34
			MULTIPLE DEPT SPLIT	275.57
		WOLKEN GOODYEAR, INC.	BACKHOE TIRE PARKS	69.00
			TOTAL:	13,743.23
STREET & STORMWATER	GENERAL	ANDERSON COUNTY SOLID WASTE	TIRE SPLIT	100.00
		GENERAL MACHINERY & SUPPLY COMPANY	14" CONCRETE SAW BLADE	199.98
		GARNETT HOME CENTER	THERMOCOUPLER	12.99
			STREET - TIE PLATE	11.96
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	BARREL PUMP LIFT ACTION	34.99
			HITCH ADPTR PIN/RECEIVER	51.98
		KILLOUGH CONSTRUCTION INC.	7.94 TON COLD MIX	913.10
		LUNDCO	CASE LG A TORK TOWELS	64.00
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	10.67
			MULTIPLE DEPT SPLIT	111.02
			MULTIPLE DEPT SPLIT	13.01
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	98.46
		VISA - CARD SERVICES	VISA-CARD SERVICES	0.57
		WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	398.41-
			MULTIPLE DEPT SPLIT	29.80
			MULTIPLE DEPT SPLIT	148.54
			TOTAL:	1,402.66
MUNICIPAL AIRPORT	AIRPORT	SCHETTLER, PAT	MARCH WAGES	2,507.96
		VISA - CARD SERVICES	VISA-CARD SERVICES	100.00
			VISA-CARD SERVICES	94.07-
			TOTAL:	2,513.89
LIBRARY	LIBRARY	DIGITAL CONNECTIONS, INC.	LIBRARY COPIER USE	115.57
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	172.31
		VISA - CARD SERVICES	VISA-CARD SERVICES	103.03_
			TOTAL:	390.91
FIRE DEPARTMENT	PUBLIC SAFETY	NEW DIRECTIONS	SEMI ANNUAL SPLIT	24.62
		VISA - CARD SERVICES	VISA-CARD SERVICES	2.89_
			TOTAL:	27.51
POLICE DEPARTMENT	PUBLIC SAFETY	ADVANTAGE COMPUTER	PD MEMORY 8GB	70.00
		ANDERSON COUNTY SOLID WASTE	TIRE SPLIT	37.94
		ANDERSON CO. SHERIFF'S DEPT.	INMATE HOUSING (8)	560.00
			LIVE SCAN FEB	150.00
		GALLS LLC	ASP SIDEBREAK	45.32
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	13.99
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	196.92
		VISA - CARD SERVICES	VISA-CARD SERVICES	100.00
			VISA-CARD SERVICES	557.55
			VISA-CARD SERVICES	450.68
			VISA-CARD SERVICES	14.44
			VISA-CARD SERVICES	20.95
			VISA-CARD SERVICES	286.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISA-CARD SERVICES	159.80
			VISA-CARD SERVICES	73.04
			VISA-CARD SERVICES	322.50
			VISA-SHOULD CREDIT MAR	2.99
		WEX BANK	POLICE FUEL PURCHASE	621.92
		WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	63.20
			TOTAL:	3,747.80
SPECIAL HIGHWAY	SPECIAL HIGHWAY	GERKEN RENT-ALL, INC	MINI EXCAVATOR/BUCKET MAP	572.00
		CDL ELECTRIC COMPANY, INC	S MAPLE/W MAPLE PROJECT	9,000.00
			TOTAL:	9,572.00
ELECTRIC PRODUCTION	ELECTRIC	AT & T	POWER PLANT	225.01
		BRIGHTSPEED COMMUNICATIONS	POWER PLANT PHONE	47.23
		GARNETT PUBLISHING, INC.	CLASSIFIED UTILITY PLANT O	39.40
		GARNETT HOME CENTER	DOUGLAS TOOLS	17.97
		LUNDCO	CASE LG A TORK TOWELS	69.44
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	3.99
			IMPACT WRENCH	499.99
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	123.08
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	32.75
			VISA-SHOULD CREDIT MAR	45.89
			TOTAL:	1,104.75
ELECTRIC DISTRIBUTION	ELECTRIC	HOKE, CATHY D	ELEC DIST HEMM WORK JEANS	30.00
		IRBY (STUART C IRBY)	15KV LB ELBOW (12)	633.74
		CDL ELECTRIC COMPANY, INC	SIGN FOR FIRE EXTINGUISHER	27.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (35) SPLIT	10.50
		LUNDCO	CASE LG A TORK TOWELS	34.72
		MID-AMERICA HYDRAULIC REPAIR, INC.	CYLINDER RESEAL	750.00
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	54.79
			MULTIPLE DEPT SPLIT	3.59
		NEW DIRECTIONS	SEMI-ANNAUL SPLIT	98.46
		SUNBELT SOLOMON SERVICES	DOLLAR TREE TRANSFORMER	29,635.00
		STANION WHOLESALE ELECT. CO.	FLUKE TEST LEADS	40.70
			TEST LEADS/5 GAL BUCKET	81.40
			TEST LEADS/5 GAL BUCKET	110.38
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	25.20
		WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	23.74
			TOTAL:	31,559.22
GAS	GAS	ANDERSON COUNTY SOLID WASTE	TIRE SPLIT	9.50
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	FAMILY DOLLAR SITE PROJECT	14.95
			DARK GRAY SPRAY PRIMER SPL	4.25
			STRAW (7)	56.00
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (35) SPLIT	10.50
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	6.69
			MULTIPLE DEPT SPLIT	56.58
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	36.92
		SAM'S CLUB	WATER SPLIT TRUCK BOX	782.99
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	10.74
			VISA-SHOULD CREDIT MAR	0.58
			VISA-SHOULD CREDIT MAR	47.50
			TOTAL:	1,037.20
SANITATION	SANITATION	ANDERSON COUNTY SOLID WASTE	TS TONNAGE 147.66 TONN	6,644.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BRUMMEL FARM SERVICE	METAL FOR DUMSPTR REPAIR	870.00
		MHC KENWORTH-OLATHE	FREIGHTLINER/M2	5,951.00
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	39.85
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	98.46
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	0.58
			TOTAL:	13,604.59
WASTEWATER	WASTEWATER	BRIGHTSPEED COMMUNICATIONS	WASTEWATER PHONE	156.06
			WASTEWATER INTERNET	79.28
		HAYNES EQUIPMENT	PADDLE DRIVE	3,576.25
		JOHNSON COUNTY GOVERNMENT	E COLI TESTING	35.50
			FEB COLI SINGLE	35.50
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (35) SPLIT	10.50
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	25.99
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	49.23
		PACE ANALYTICAL SERVICES, INC.	WASTEWTR TESTING	530.30
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	0.58
			TOTAL:	4,499.19
WATER	WATER	ANDERSON COUNTY SOLID WASTE	C&D 22.31 TON SPLIT	20.25
			C&D 22.31 TON SPLIT	582.12
			TIRE SPLIT	9.50
		BRUMMEL FARM SERVICE	SACKRETE (10)	70.00
		GARNETT PUBLISHING, INC.	CLASSIFIED UTILITY PLANT O	39.40
		GARNETT HOME CENTER	UTIL HEATER/LUBRICANT/OTHE	48.06
			SHOCKWAVE KIT (74 PIECE)	42.99
		HAWKINS, INC.	CHEMICALS	1,531.38
			CHEMICALS	3,925.32
		IOLA AUTO PARTS, LLC.	PVC/ADAPTER/DRESSER COUP	233.93
		JOHN DEERE FINANCIAL DBA ORSCHELN FARM	FAMILY DOLLAR SITE PROJECT	23.92
			DARK GRAY SPRAY PRIMER SPL	4.24
			T POST (10)	47.90
		KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (35) SPLIT	10.50
		LUNDGO	CASE LG A TORK TOWELS	69.44
		MILLER HARDWARE	MULTIPLE DEPT SPLIT	123.99
			SHOVEL/SPADE/FUEL KIT/OSCI	870.91
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	36.93
			SEMI ANNUAL SPLIT	49.22
		OLATHE WINWATER WORKS CO.	BALL CURB STOP	1,540.00
			ANGLE BALL VALVE/BRASS SAD	1,380.00
			ANGLE BALL VALVE (10)	1,000.00
			FITTINGS/VALVES	855.00
			METERS	462.00
			FITTINGS/VALVES	1,018.00
			ANGLE BALL VALVE	274.00
			HINGED SADDLE/MIPXCTS	1,332.00
			PVC,GASKET,TBOLT	1,298.00
		SAM'S CLUB	GAS SPLIT TRUCK BOX	783.00
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	10.75
			VISA-SHOULD CREDIT MAR	178.34
			VISA-SHOULD CREDIT MAR	44.38
			VISA-SHOULD CREDIT MAR	0.58
			VISA-SHOULD CREDIT MAR	127.51
			VISA-SHOULD CREDIT MAR	47.49
		WHITAKER AGGREGATES, INC.	SAND / ROCK MULTIPLE PROJE	541.96
			TOTAL:	18,633.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	DIGITAL CONNECTIONS, INC.	ECO DEV SPLIT	41.11
		NEW DIRECTIONS	SEMI-ANNUAL SPLIT	24.62
		SOUTHEAST KANSAS, INC	SEK 2023 DUES	100.00
		TURNIPSEED, JULIE	BURLINGTON 68 @ IRS RATE	44.54
			INDEPENDENCE, KS @ IRS RAT	116.92
		VISA - CARD SERVICES	VISA-SHOULD CREDIT MAR	21.59
			VISA-SHOULD CREDIT MAR	50.00
			VISA-SHOULD CREDIT MAR	142.87
			VISA-SHOULD CREDIT MAR	2.09
			VISA-SHOULD CREDIT MAR	2.88
			VISA-SHOULD CREDIT MAR	20.00_
			TOTAL:	566.62
PARKSIDE #1	PARKSIDE #1	BRIGHTSPEED COMMUNICATIONS	PKSIDE 1 PHONE	92.90
			PKSIDE 1 INTERNET	90.08
		C.E.S.	PKSIDE 1 SPLIT	355.00
		ECKAAA GOLDEN YEARS	PKSIDE 1 FULL YEAR 4 ISSUE	36.67
		GARNETT HOME CENTER	PKSIDE 1 BLDG MAINT	21.10
		MEI TOTAL ELEVATOR SOLUTIONS	PKSIDE 1 MARCH ELEV INSPEC	282.22
		MILLER HARDWARE	PKSIDE 1 SPLIT	2.69
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	32.82
		VISA - CARD SERVICES	VISA - CARD SERVICES	116.78_
			TOTAL:	1,030.26
PARKSIDE #2	PARKSIDE #2	BRIGHTSPEED COMMUNICATIONS	PKSIDE 2 PHONE	92.90
			PKSIDE 2 INTERNET	90.08
		C.E.S.	PKSIDE 2 SPLIT	355.00
		ECKAAA GOLDEN YEARS	PKSIDE 2 FULL YEAR 4 ISSUE	36.67
		GARNETT HOME CENTER	PKSIDE 2 BLDG MAINT	102.04
		MEI TOTAL ELEVATOR SOLUTIONS	PKSIDE 2 MARCH ELEV INSPEC	282.21
		MILLER HARDWARE	PKSIDE 2 SPLIT	128.66
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	32.82
		VISA - CARD SERVICES	VISA - CARD SERVICES	116.78_
			TOTAL:	1,237.16
PARK PLAZA NORTH	PARK PLAZA NORTH	BRIGHTSPEED COMMUNICATIONS	PPN PHONE	92.90
			PPN INTERNET	90.08
		ECKAAA GOLDEN YEARS	PPN FULL YEAR 4 ISSUES	36.66
		GARNETT HOME CENTER	PPN BLD MAINT	21.08
		NEW DIRECTIONS	SEMI ANNUAL SPLIT	32.82
		VISA - CARD SERVICES	VISA - CARD SERVICES	116.78_
			TOTAL:	390.32
CAPITAL IMPROVEMENTS	CAPITAL IMPROVEMEN	BDC, INC dba BURNER DESIGN &	REPLACMT RECORDER/MILEAGE	8,389.62
		MCCLURE ENGINEERING	RESERVOIR EMERG SPILLWAY	6,716.28_
			TOTAL:	15,105.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
------------	------	-------------	-------------	---------

===== FUND TOTALS =====				
101	GENERAL		20,148.69	
102	AIRPORT		2,513.89	
104	LIBRARY		390.91	
105	PUBLIC SAFETY		3,775.31	
106	SPECIAL HIGHWAY		9,572.00	
109	ELECTRIC		32,663.97	
110	GAS		1,037.20	
111	SANITATION		13,604.59	
112	WASTEWATER		4,499.19	
113	WATER		18,633.01	
114	ECONOMIC DEVELOPMENT		566.62	
115	PARKSIDE #1		1,030.26	
116	PARKSIDE #2		1,237.16	
117	PARK PLAZA NORTH		390.32	
118	CAPITAL IMPROVEMENT		15,105.90	

GRAND TOTAL:			125,169.02	

TOTAL PAGES: 6

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ADVANTAGE COMPUTER	PD MEMORY 8GB	PUBLIC SAFETY	POLICE DEPARTMENT	70.00_
			TOTAL:	70.00
ANCHOR SALES & SERV CO, INC.	TURF TECH	GENERAL	PARKS, RECREATION & CE	851.00_
			TOTAL:	851.00
ANDERSON CO. SHERIFF'S DEPT.	INMATE HOUSING (8)	PUBLIC SAFETY	POLICE DEPARTMENT	560.00
	LIVE SCAN FEB	PUBLIC SAFETY	POLICE DEPARTMENT	150.00_
			TOTAL:	710.00
ANDERSON COUNTY SOLID WASTE	TIRE SPLIT	GENERAL	STREET & STORMWATER	100.00
	TIRE SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	37.94
	TIRE SPLIT	GAS	GAS	9.50
	TS TONNAGE 147.66 TONN	SANITATION	SANITATION	6,644.70
	C&D 22.31 TON SPLIT	WATER	WATER	20.25
	C&D 22.31 TON SPLIT	WATER	WATER	582.12
	TIRE SPLIT	WATER	WATER	9.50_
			TOTAL:	7,404.01
AT & T	POWER PLANT	ELECTRIC	ELECTRIC PRODUCTION	225.01_
			TOTAL:	225.01
BDC, INC dba BURNER DESIGN &	REPLACMT RECORDER/MILEAGE	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	8,389.62_
			TOTAL:	8,389.62
BOBS TRAILER SALES	TRAILER BULLDOG 2023	GENERAL	PARKS, RECREATION & CE	5,950.00_
			TOTAL:	5,950.00
BRIGHTSPEED COMMUNICATIONS	CITY HALL PHONE	GENERAL	GOVERNMENT ADMINISTRAT	113.86
	POWER PLANT PHONE	ELECTRIC	ELECTRIC PRODUCTION	47.23
	WASTEWATER PHONE	WASTEWATER	WASTEWATER	156.06
	WASTEWATER INTERNET	WASTEWATER	WASTEWATER	79.28
	PKSIDE 1 PHONE	PARKSIDE #1	PARKSIDE #1	92.90
	PKSIDE 1 INTERNET	PARKSIDE #1	PARKSIDE #1	90.08
	PKSIDE 2 PHONE	PARKSIDE #2	PARKSIDE #2	92.90
	PKSIDE 2 INTERNET	PARKSIDE #2	PARKSIDE #2	90.08
	PPN PHONE	PARK PLAZA NORTH	PARK PLAZA NORTH	92.90
	PPN INTERNET	PARK PLAZA NORTH	PARK PLAZA NORTH	90.08_
			TOTAL:	945.37
BRUMMEL FARM SERVICE	BALLFIELD MAINT	GENERAL	PARKS, RECREATION & CE	982.60
	METAL FOR DUMSPTR REPAIR	SANITATION	SANITATION	870.00
	SACKRETE (10)	WATER	WATER	70.00_
			TOTAL:	1,922.60
C.E.S.	PKSIDE 1 SPLIT	PARKSIDE #1	PARKSIDE #1	355.00
	PKSIDE 2 SPLIT	PARKSIDE #2	PARKSIDE #2	355.00_
			TOTAL:	710.00
CDL ELECTRIC COMPANY, INC	S MAPLE/W MAPLE PROJECT	SPECIAL HIGHWAY	SPECIAL HIGHWAY	9,000.00
	SIGN FOR FIRE EXTINGUISHER	ELECTRIC	ELECTRIC DISTRIBUTION	27.00_
			TOTAL:	9,027.00
COUNTRYSIDE VET CLINIC, INC.	CAT BOARD/EUTHANASIA	GENERAL	COMMUNITY DEVELOPMENT	71.00
	CAT BOARD (4) ADOPTED	GENERAL	COMMUNITY DEVELOPMENT	60.00_
			TOTAL:	131.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
DIGITAL CONNECTIONS, INC.	ADMIN SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	318.59
	COM DEV SPLIT	GENERAL	COMMUNITY DEVELOPMENT	154.16
	LIBRARY COPIER USE	LIBRARY	LIBRARY	115.57
	ECO DEV SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	41.11_
			TOTAL:	629.43_
HECKAAA GOLDEN YEARS	PKSIDE 1 FULL YEAR 4 ISSUE	PARKSIDE #1	PARKSIDE #1	36.67
	PKSIDE 2 FULL YEAR 4 ISSUE	PARKSIDE #2	PARKSIDE #2	36.67
	PPN FULL YEAR 4 ISSUES	PARK PLAZA NORTH	PARK PLAZA NORTH	36.66_
			TOTAL:	110.00_
EVERGY	COM DEV #7745674439	GENERAL	COMMUNITY DEVELOPMENT	26.00
	PARKS # 5102657023	GENERAL	PARKS, RECREATION & CE	18.14
	PARKS #9127811310	GENERAL	PARKS, RECREATION & CE	59.40
	CAMPSITE #0638664876	GENERAL	PARKS, RECREATION & CE	27.66_
			TOTAL:	131.20_
FIGGINS, SHANNON	KS SETOFF REFUND	GENERAL	REVENUES	182.12_
			TOTAL:	182.12_
GALLS LLC	ASP SIDEBREAK	PUBLIC SAFETY	POLICE DEPARTMENT	45.32_
			TOTAL:	45.32_
GARNETT HOME CENTER	PARKS - DOCK MAINT	GENERAL	PARKS, RECREATION & CE	44.58
	PARKS- MEASURING CUP	GENERAL	PARKS, RECREATION & CE	12.99
	THERMOCOUPLER	GENERAL	STREET & STORMWATER	12.99
	STREET - TIE PLATE	GENERAL	STREET & STORMWATER	11.96
	DOUGLAS TOOLS	ELECTRIC	ELECTRIC PRODUCTION	17.97
	UTIL HEATER/LUBRICANT/OTHE	WATER	WATER	48.06
	SHOCKWAVE KIT (74 PIECE)	WATER	WATER	42.99
	PKSIDE 1 BLDG MAINT	PARKSIDE #1	PARKSIDE #1	21.10
	PKSIDE 2 BLDG MAINT	PARKSIDE #2	PARKSIDE #2	102.04
	PPN BLD MAINT	PARK PLAZA NORTH	PARK PLAZA NORTH	21.08_
			TOTAL:	335.76_
GARNETT PUBLISHING, INC.	ORDER FOR CONTINUANCE FORM	GENERAL	GOVERNMENT ADMINISTRAT	188.68
	PUBLISH SUP 815 W 7TH	GENERAL	COMMUNITY DEVELOPMENT	57.52
	CLASSIDIED PARK/CEMETERY	GENERAL	PARKS, RECREATION & CE	78.80
	CLASSIFIED UTILITY PLANT O	ELECTRIC	ELECTRIC PRODUCTION	39.40
	CLASSIFIED UTILITY PLANT O	WATER	WATER	39.40_
			TOTAL:	403.80_
GENERAL MACHINERY & SUPPLY COMPANY	14" CONCRETE SAW BLADE	GENERAL	STREET & STORMWATER	199.98_
			TOTAL:	199.98_
GERKEN RENT-ALL, INC	N LAKE PORTABLE TOILET (5)	GENERAL	PARKS, RECREATION & CE	357.50
	MINI EXCAVATOR/BUCKET	MAP SPECIAL HIGHWAY	SPECIAL HIGHWAY	572.00_
			TOTAL:	929.50_
GILL ID SYSTEMS	PROX CARDS (500)	GENERAL	PARKS, RECREATION & CE	2,330.00_
			TOTAL:	2,330.00_
HAWKINS, INC.	CHEMICALS	WATER	WATER	1,531.38
	CHEMICALS	WATER	WATER	3,925.32_
			TOTAL:	5,456.70_

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
HAYNES EQUIPMENT	PADDLE DRIVE	WASTEWATER	WASTEWATER	3,576.25_
			TOTAL:	3,576.25
HOKE, CATHY D	ELEC DIST HEMM WORK JEANS	ELECTRIC	ELECTRIC DISTRIBUTION	30.00_
			TOTAL:	30.00
IOILA AUTO PARTS, LLC.	PVC/ADAPTER/DRESSER COUP	WATER	WATER	233.93_
			TOTAL:	233.93
IRBY (STUART C IRBY)	15KV LB ELBOW (12)	ELECTRIC	ELECTRIC DISTRIBUTION	633.74_
			TOTAL:	633.74
JOHNSON COUNTY GOVERNMENT	E COLI TESTING	WASTEWATER	WASTEWATER	35.50
	FEB COLI SINGLE	WASTEWATER	WASTEWATER	35.50_
			TOTAL:	71.00
KANSAS ALCOHOLIC BEVERAGE CONTROL	LEISZLER OIL LIQUOR LICENS	GENERAL	GOVERNMENT ADMINISTRAT	25.00_
			TOTAL:	25.00
KANSAS ONE-CALL SYSTEM INC. DIST	LOCATES (35) SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	10.50
	LOCATES (35) SPLIT	GAS	GAS	10.50
	LOCATES (35) SPLIT	WASTEWATER	WASTEWATER	10.50
	LOCATES (35) SPLIT	WATER	WATER	10.50_
			TOTAL:	42.00
KANSAS SECRETARY OF STATE	NOTARY CITY CLERK	GENERAL	GOVERNMENT ADMINISTRAT	25.00_
			TOTAL:	25.00
KANSAS STATE TREASURER	STATE COURT COLLECTION FEE	GENERAL	GOVERNMENT ADMINISTRAT	1,023.00_
			TOTAL:	1,023.00
KILLOUGH CONSTRUCTION INC.	7.94 TON COLD MIX	GENERAL	STREET & STORMWATER	913.10_
			TOTAL:	913.10
LANDON, HEATHER R.	CASE 22-0146	GENERAL	GOVERNMENT ADMINISTRAT	300.00_
			TOTAL:	300.00
LUNDGO	CASE LG A TORK TOWELS	GENERAL	STREET & STORMWATER	64.00
	CASE LG A TORK TOWELS	ELECTRIC	ELECTRIC PRODUCTION	69.44
	CASE LG A TORK TOWELS	ELECTRIC	ELECTRIC DISTRIBUTION	34.72
	CASE LG A TORK TOWELS	WATER	WATER	69.44_
			TOTAL:	237.60
MCCLURE ENGINEERING	RESERVOIR EMERG SPILLWAY	CAPITAL IMPROVEMEN	CAPITAL IMPROVEMENTS	6,716.28_
			TOTAL:	6,716.28
MEI TOTAL ELEVATOR SOLUTIONS	PKSIDE 1 MARCH ELEV INSPEC	PARKSIDE #1	PARKSIDE #1	282.22
	PKSIDE 2 MARCH ELEV INSPEC	PARKSIDE #2	PARKSIDE #2	282.21_
			TOTAL:	564.43
MHC KENWORTH-OLATHE	FREIGHTLINER/M2	SANITATION	SANITATION	5,951.00_
			TOTAL:	5,951.00
MID-AMERICA HYDRAULIC REPAIR, INC.	CYLINDER RESEAL	ELECTRIC	ELECTRIC DISTRIBUTION	750.00_
			TOTAL:	750.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
MILLER HARDWARE	MULTIPLE DEPT SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	74.43
	MULTIPLE DEPT SPLIT	GENERAL	COMMUNITY DEVELOPMENT	19.17
	14" CHAINSAW	GENERAL	PARKS, RECREATION & CE	465.99
	MULTIPLE DEPT SPLIT	GENERAL	PARKS, RECREATION & CE	47.66
	MULTIPLE DEPT SPLIT	GENERAL	PARKS, RECREATION & CE	15.98
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	10.67
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	111.02
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	13.01
	MULTIPLE DEPT SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	13.99
	MULTIPLE DEPT SPLIT	ELECTRIC	ELECTRIC PRODUCTION	3.99
	IMPACT WRENCH	ELECTRIC	ELECTRIC PRODUCTION	499.99
	MULTIPLE DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	54.79
	MULTIPLE DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	3.59
	MULTIPLE DEPT SPLIT	GAS	GAS	6.69
	MULTIPLE DEPT SPLIT	GAS	GAS	56.58
	MULTIPLE DEPT SPLIT	SANITATION	SANITATION	39.85
	MULTIPLE DEPT SPLIT	WASTEWATER	WASTEWATER	25.99
	MULTIPLE DEPT SPLIT	WATER	WATER	123.99
	SHOVEL/SPADE/FUEL KIT/OSCI	WATER	WATER	870.91
	PKSIDE 1 SPLIT	PARKSIDE #1	PARKSIDE #1	2.69
	PKSIDE 2 SPLIT	PARKSIDE #2	PARKSIDE #2	128.66_
			TOTAL:	2,589.64
NAVAT'S	CARTRIDGE BLACK (2)	GENERAL	GOVERNMENT ADMINISTRAT	288.58_
			TOTAL:	288.58
NEW DIRECTIONS	SEMI ANNUAL SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	221.54
	SEMI-ANNAUL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	24.62
	SEMI-ANNAUL SPLIT	GENERAL	COMMUNITY DEVELOPMENT	49.23
	SEMI ANNUAL SPLIT	GENERAL	PARKS, RECREATION & CE	196.92
	SEMI ANNUAL SPLIT	GENERAL	STREET & STORMWATER	98.46
	SEMI ANNUAL SPLIT	LIBRARY	LIBRARY	172.31
	SEMI ANNUAL SPLIT	PUBLIC SAFETY	FIRE DEPARTMENT	24.62
	SEMI ANNUAL SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	196.92
	SEMI ANNUAL SPLIT	ELECTRIC	ELECTRIC PRODUCTION	123.08
	SEMI-ANNAUL SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	98.46
	SEMI ANNUAL SPLIT	GAS	GAS	36.92
	SEMI ANNUAL SPLIT	SANITATION	SANITATION	98.46
	SEMI ANNUAL SPLIT	WASTEWATER	WASTEWATER	49.23
	SEMI ANNUAL SPLIT	WATER	WATER	36.93
	SEMI ANNUAL SPLIT	WATER	WATER	49.22
	SEMI-ANNAUL SPLIT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	24.62
	SEMI ANNUAL SPLIT	PARKSIDE #1	PARKSIDE #1	32.82
	SEMI ANNUAL SPLIT	PARKSIDE #2	PARKSIDE #2	32.82
	SEMI ANNUAL SPLIT	PARK PLAZA NORTH	PARK PLAZA NORTH	32.82_
			TOTAL:	1,600.00
OLATHE WINWATER WORKS CO.	BALL CURB STOP	WATER	WATER	1,540.00
	ANGLE BALL VALVE/BRASS SAD	WATER	WATER	1,380.00
	ANGLE BALL VALCE (10)	WATER	WATER	1,000.00
	FITTINGS/VALVES	WATER	WATER	855.00
	METERS	WATER	WATER	462.00
	FITTINGS/VALVES	WATER	WATER	1,018.00
	ANGLE BALL VALVE	WATER	WATER	274.00
	HINGED SADDLE/MIPXCTS	WATER	WATER	1,332.00
	PVC,GASKET,TBOLT	WATER	WATER	1,298.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
			TOTAL:	9,159.00
JOHN DEERE FINANCIAL DBA ORSCHELN FARM	BARREL PUMP LIFT ACTION	GENERAL	STREET & STORMWATER	34.99
	HITCH ADPTR PIN/RECEIVER	GENERAL	STREET & STORMWATER	51.98
	FAMILY DOLLAR SITE PROJECT GAS	GAS	GAS	14.95
	DARK GRAY SPRAY PRIMER SPL	GAS	GAS	4.25
	STRAW (7)	GAS	GAS	56.00
	FAMILY DOLLAR SITE PROJECT WATER		WATER	23.92
	DARK GRAY SPRAY PRIMER SPL WATER		WATER	4.24
	T POST (10)	WATER	WATER	47.90_
			TOTAL:	238.23
PACE ANALYTICAL SERVICES, INC.	WASTEWTR TESTING	WASTEWATER	WASTEWATER	530.30_
			TOTAL:	530.30
PEPSI-COLA	WATER (6)	GENERAL	PARKS, RECREATION & CE	178.38
	GATER GLACIER (2)	GENERAL	PARKS, RECREATION & CE	95.20
	GATER BLUE (2)	GENERAL	PARKS, RECREATION & CE	95.20_
			TOTAL:	368.78
SAM'S CLUB	AED BATTERY	GENERAL	PARKS, RECREATION & CE	237.60
	CONFERENCE/TRAVEL/MEAL	GENERAL	PARKS, RECREATION & CE	524.19
	B&W TRAILER HITCH	GENERAL	PARKS, RECREATION & CE	268.93
	CARDIO AED BATTERY	GENERAL	PARKS, RECREATION & CE	250.56
	PRESS BAR	GENERAL	PARKS, RECREATION & CE	49.99
	WATER SPLIT TRUCK BOX	GAS	GAS	782.99
	GAS SPLIT TRUCK BOX	WATER	WATER	783.00_
			TOTAL:	2,897.26
SCHETTLE, PAT	MARCH WAGES	AIRPORT	MUNICIPAL AIRPORT	2,507.96_
			TOTAL:	2,507.96
SOUTHEAST KANSAS, INC	SEK 2023 DUES	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	100.00_
			TOTAL:	100.00
STANION WHOLESALE ELECT. CO.	FLUKE TEST LEADS	ELECTRIC	ELECTRIC DISTRIBUTION	40.70
	TEST LEADS/5 GAL BUCKET	ELECTRIC	ELECTRIC DISTRIBUTION	81.40
	TEST LEADS/5 GAL BUCKET	ELECTRIC	ELECTRIC DISTRIBUTION	110.38_
			TOTAL:	232.48
SUNBELT SOLOMON SERVICES	DOLLAR TREE TRANSFORMER	ELECTRIC	ELECTRIC DISTRIBUTION	29,635.00_
			TOTAL:	29,635.00
TRAVELERS INSURANCE	NOTARY - CITY CLERK	GENERAL	GOVERNMENT ADMINISTRAT	50.00_
			TOTAL:	50.00
TURNIPSEED, JULIE	BURLINGTON 68 @ IRS RATE	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	44.54
	INDEPENDENCE, KS @ IRS RAT	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	116.92_
			TOTAL:	161.46
VISA - CARD SERVICES	VISA - CARD SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	520.49
	VISA - CARD SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	558.20
	VISA - CARD SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	68.97
	VISA - CARD SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	128.77
	VISA - CARD SERVICES	GENERAL	GOVERNMENT ADMINISTRAT	42.04
	VISA - CARD SERVICES	GENERAL	COMMUNITY DEVELOPMENT	16.11

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	VISA - CARD SERVICES	GENERAL	COMMUNITY DEVELOPMENT	129.13
	VISA - CARD SERVICES	GENERAL	COMMUNITY DEVELOPMENT	27.60
	VISA - CARD SERVICES	GENERAL	PARKS, RECREATION & CE	220.00
	VISA-CARD SERVICES	GENERAL	PARKS, RECREATION & CE	11.16
	VISA-CARD SERVICES	GENERAL	PARKS, RECREATION & CE	2.89
	VISA-CARD SERVICES	GENERAL	STREET & STORMWATER	0.57
	VISA-CARD SERVICES	AIRPORT	MUNICIPAL AIRPORT	100.00
	VISA-CARD SERVICES	AIRPORT	MUNICIPAL AIRPORT	94.07-
	VISA-CARD SERVICES	LIBRARY	LIBRARY	103.03
	VISA-CARD SERVICES	PUBLIC SAFETY	FIRE DEPARTMENT	2.89
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	100.00
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	557.55
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	450.68
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	14.44
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	20.95
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	286.56
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	159.80
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	73.04
	VISA-CARD SERVICES	PUBLIC SAFETY	POLICE DEPARTMENT	322.50
	VISA-SHOULD CREDIT MAR	PUBLIC SAFETY	POLICE DEPARTMENT	2.99
	VISA-SHOULD CREDIT MAR	ELECTRIC	ELECTRIC PRODUCTION	32.75
	VISA-SHOULD CREDIT MAR	ELECTRIC	ELECTRIC PRODUCTION	45.89
	VISA-SHOULD CREDIT MAR	ELECTRIC	ELECTRIC DISTRIBUTION	25.20
	VISA-SHOULD CREDIT MAR	GAS	GAS	10.74
	VISA-SHOULD CREDIT MAR	GAS	GAS	0.58
	VISA-SHOULD CREDIT MAR	GAS	GAS	47.50
	VISA-SHOULD CREDIT MAR	SANITATION	SANITATION	0.58
	VISA-SHOULD CREDIT MAR	WASTEWATER	WASTEWATER	0.58
	VISA-SHOULD CREDIT MAR	WATER	WATER	10.75
	VISA-SHOULD CREDIT MAR	WATER	WATER	178.34
	VISA-SHOULD CREDIT MAR	WATER	WATER	44.38
	VISA-SHOULD CREDIT MAR	WATER	WATER	0.58
	VISA-SHOULD CREDIT MAR	WATER	WATER	127.51
	VISA-SHOULD CREDIT MAR	WATER	WATER	47.49
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	21.59
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	50.00
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	142.87
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	2.09
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	2.88
	VISA-SHOULD CREDIT MAR	ECONOMIC DEVELOPME	ECONOMIC DEVELOPMENT	20.00
	VISA - CARD SERVICES	PARKSIDE #1	PARKSIDE #1	116.78
	VISA - CARD SERVICES	PARKSIDE #2	PARKSIDE #2	116.78
	VISA - CARD SERVICES	PARK PLAZA NORTH	PARK PLAZA NORTH	116.78_
			TOTAL:	4,988.93
WEX BANK	POLICE FUEL PURCHASE	PUBLIC SAFETY	POLICE DEPARTMENT	621.92_
			TOTAL:	621.92
WHITAKER AGGREGATES, INC.	SAND / ROCK MULTIPLE PROJE	WATER	WATER	541.96_
			TOTAL:	541.96
WITTMAN NAPA AUTO PARTS	MULTIPLE DEPT SPLIT	GENERAL	GOVERNMENT ADMINISTRAT	13.99
	MULTIPLE DEPT SPLIT	GENERAL	PARKS, RECREATION & CE	25.34
	MULTIPLE DEPT SPLIT	GENERAL	PARKS, RECREATION & CE	275.57
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	398.41-
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	29.80

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
	MULTIPLE DEPT SPLIT	GENERAL	STREET & STORMWATER	148.54
	MULTIPLE DEPT SPLIT	PUBLIC SAFETY	POLICE DEPARTMENT	63.20
	MULTIPLE DEPT SPLIT	ELECTRIC	ELECTRIC DISTRIBUTION	23.74_
			TOTAL:	181.77
WOLKEN GOODYEAR, INC.	BACKHOE TIRE PARKS	GENERAL	PARKS, RECREATION & CE	69.00_
			TOTAL:	69.00
WOLKEN PLBG. & ELECTRIC, INC.	THC TOILET	GENERAL	COMMUNITY DEVELOPMENT	225.00_
			TOTAL:	225.00

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

101	GENERAL	20,148.69
102	AIRPORT	2,513.89
104	LIBRARY	390.91
105	PUBLIC SAFETY	3,775.31
106	SPECIAL HIGHWAY	9,572.00
109	ELECTRIC	32,663.97
110	GAS	1,037.20
111	SANITATION	13,604.59
112	WASTEWATER	4,499.19
113	WATER	18,633.01
114	ECONOMIC DEVELOPMENT	566.62
115	PARKSIDE #1	1,030.26
116	PARKSIDE #2	1,237.16
117	PARK PLAZA NORTH	390.32
118	CAPITAL IMPROVEMENT	15,105.90

GRAND TOTAL: 125,169.02

TOTAL PAGES: 7

BILLS: \$125,169.02
PAYROLL: \$118,370.15
TOTAL: \$243,539.17