

Phillipsburg City Council Agenda

945 2nd Street

1/19/2026

Please mute or turn off your cell phones prior to the start of the meeting.

- 6:00 P.M. Call to Order – Mayor Lance Munyon
- 6:00 P.M. Pledge of Allegiance to The United States
- Reading & Approval of the January 5, 2026 Minutes
 - Documents: [01/5/26 Council Minutes](#)
- Reading & Approval of the January 16, 2026 Special Minutes
 - Documents: [01/16/26 Special Council Minutes](#)
- Appropriation Ordinance #1055-01-26A
 - Documents: [Appropriation Ordinance #1055-01-26A](#)
- Public Comment – Lisa Schlegal – Community Building Rental
- Northwest Kansas Planning – Deb Minkler – Housing updates
- Councilmember, Brian Shrader
- Councilmember, Kenneth Craig
- Councilmember, Don Roberts
- Councilmember, Terry McConnell
- Councilmember, Lauren Weinert
- Councilmember, Jerry Voorhees
- Mayor, Lance Munyon
 - Committee Assignments
 - [Whistleblower Protection Act](#)
 - [KOMA](#)
 - Council President
- Utilities Director, Kent Footh
 - [Water Tower Repainting Agreement](#)
- City Clerk, Brandi Spray
 - [2026 GAAP Resolution](#)
 - [Kansas Collateral Pool Transition – 2025 HB 2152](#)
- Reports
 - [CDs](#)
- Adjourn

right of way costs. Moved by Shrader, seconded by McConnell to approve the agreement for KDOT CCLIP project. Voting Aye: ALL. Opposed: NONE.

FIRE HYDRANT
EXTENSION

Driggs stated that there are two options for raising the fire hydrant that was requested at the last council meeting. One option is a 12” extension for \$4,025 or a 6” extension for \$3,875. Moved by McConnell, seconded by Roberts to approve a change order for a 12” extension on the fire hydrant for \$4,025. Voting Aye: ALL. Opposed: NONE.

FIRE HOUSE ROOF
BID LETTING

Driggs let the council know that the bid letting for the fire house roof replacement will be on February 16th.

SWEAR-INS

Clerk Spray swore in Lance Munyon as Mayor, Terry McConnell as Councilmember Ward I, Kenneth Craig as Councilmember Ward II, and Jerry Voorhees as Councilmember Ward III.

ADJOURN

Moved by Shrader, seconded by McConnell to adjourn – time 6:14pm. Voting Aye: ALL. Opposed: NONE.

Brandi Spray, City Clerk

**CITY OF PHILLIPSBURG
CITY COUNCIL SPECIAL MEETING
January 16, 2026**

The Phillipsburg City Council met in a special meeting on January 16, 2026, 5:00 P.M, at 945 2nd Street, Phillipsburg, KS for the object and purpose to discuss job postings, authorization for expenditures, building permit approval process, appointments, live-streaming, public works updates and for an executive session for non-elected personnel at the beginning of the meeting.

ATTENDANCE

PRESENT: Mayor Lance Munyon; Councilmembers Brian Shrader; Kenneth Craig; Don Roberts; Terry McConnell; and Jerry Voorhees.

ABSENT: Lauren Weinert.

ALSO PRESENT: Jason Dibble and Kirby Ross.

EXECUTIVE SESSION

Moved by Shrader, seconded by McConnell that the council recess into executive session to discuss a personnel matter pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1) with the Mayor, City Council, and Brandi Spray in attendance and for the open meeting to resume in the city council chambers at 5:22pm.

Dibble and Ross left the meeting at 5:02pm.

Dibble and Ross returned to the meeting at 5:22pm.

JOB POSTINGS

Munyon stated that job postings will be put on the website for Maintenance I and Maintenance II or III positions, depending on experience, and is available on the city's website.

AUTHORIZATION FOR EXPENDITURES

Munyon let the council know that the city does not currently have someone to approve larger purchases. Moved by Shrader, seconded by McConnell to allow Kent Footh to have spending authorization up to \$25,000. Voting Aye: ALL. Opposed: NONE.

BUILDING PERMIT APPROVALS

Munyon stated that there was a building permit submitted on January 10th and currently the city does not have someone who can approve it. He said that he was going to talk with the Board of Zoning Appeals to see if someone on that board could step in and approve those.

APPOINTMENTS

Moved by Shrader, seconded by McConnell to reappoint Bonnie Leidig as the Phillipsburg Municipal Judge. Voting Aye: ALL. Opposed: NONE.

Moved by Shrader, seconded by McConnell to appoint Dakota Coomes as the Phillipsburg City Attorney. Voting Aye: ALL. Opposed: NONE.

Moved by Roberts, seconded by McConnell to change the city attorney salary to an hourly wage at \$200/hour. Voting Aye: ALL. Opposed: NONE.

Moved by Shrader, seconded by McConnell to appoint the Phillips County Review as the official city newspaper. Voting Aye: ALL. Opposed: NONE.

Moved by McConnell, seconded by Shrader to appoint the First National Bank and Trust as the official city financial institution. Voting Aye: ALL. Opposed: NONE.

LIVE-STREAMING

Munyon let the council know that the newest website update was ADA compliant, with current ADA regulations. Spray said she was unsure if this applied to the newest regulations and that Facebook will not be compliant for live-streaming. Moved by Shrader, seconded by Roberts to start live-streaming the meetings on the city's website. Voting Aye: ALL. Opposed: NONE.

PUBLIC WORKS UPDATES

Munyon said he talked to John Ward about public works updates. Ward stated that they are putting a new plow on the Sterling truck. Ward also informed Munyon that the 78 International Hydro 186 tractor used for mowing and at the sewer plant has water in the oil. Shrader gave some advice on how to fix that problem rather than buying a new one. McConnell said that the Ford truck that holds the water tank isn't safe and needs discussed at some point. Munyon said per a citizen's request, a flag was put up at the Armory building.

JOB POSTING FOR PUBLIC WORKS DIRECTOR

Munyon stated he would like to see the City Administrator position go back to a Public Works Director position. Shrader asked that the job description for the Public Works Director state that they fill in where necessary. Shrader also Moved by Shrader, seconded by Roberts to change the City Administrator position back to Public Works Director with a new job description. Voting Aye: ALL. Opposed: NONE.

Moved by Shrader, seconded by McConnell to adjourn- time. 5:37pm. Voting Aye: ALL. Opposed: NONE.

Brandi Spray, City Clerk

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
GREAT WEST FINANCIAL (1378)							
PR1227251	KPERS 457 Great West After-TX P	01/02/26	150.00		05-00-2800	DEFERRED COMPEN	
PR1227251	KPERS 457 Great West Financial	01/02/26	347.00		05-00-2800	DEFERRED COMPEN	
PR0110261	KPERS 457 Great West After-TX P	01/16/26	150.00		05-00-2800	DEFERRED COMPEN	
PR0110261	KPERS 457 Great West Financial	01/16/26	1,547.00		05-00-2800	DEFERRED COMPEN	
Total GREAT WEST FINANCIAL (1378):			2,194.00				
INTERNAL REVENUE SERVICE (1472)							
PR1227251	FEDERAL WITHHOLDING Federa	01/02/26	3,111.24		05-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	2,716.96		05-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	766.31		01-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	22.07		11-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	460.24		13-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	904.71		23-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	368.82		25-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Social	01/02/26	194.81		42-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	635.44		05-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	179.20		01-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	5.17		11-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	107.65		13-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	211.59		23-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	86.26		25-00-2100	TAX WITHHOLDING A	
PR1227251	FEDERAL WITHHOLDING Medica	01/02/26	45.57		42-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Federa	01/16/26	22,272.56		05-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	6,437.80		05-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	702.67		01-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	23.37		11-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	450.92		13-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	4,774.60		23-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	289.81		25-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Social	01/16/26	196.43		42-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	1,505.64		05-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	164.35		01-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	5.47		11-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	105.46		13-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	1,116.65		23-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	67.78		25-00-2100	TAX WITHHOLDING A	
PR0110261	FEDERAL WITHHOLDING Medica	01/16/26	45.93		42-00-2100	TAX WITHHOLDING A	
Total INTERNAL REVENUE SERVICE (1472):			47,975.48				
KANSAS DEPARTMENT OF REVENUE (1614)							
PR1227251	State Withholding Tax Pay Period:	01/02/26	2,115.58		05-00-2100	TAX WITHHOLDING A	
PR0110261	State Withholding Tax Pay Period:	01/16/26	5,428.03		05-00-2100	TAX WITHHOLDING A	
Total KANSAS DEPARTMENT OF REVENUE (1614):			7,543.61				
KANSAS PAYMENT CENTER (1575)							
PR1227251	Child Support Pay Period: 12/27/2	01/02/26	272.31		05-00-2700	GARNISHMENT WITH	
Total KANSAS PAYMENT CENTER (1575):			272.31				
KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTE (1576)							
PR1227251	KPERS Disability Insurance Pay P	01/02/26	153.85		23-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Disability Insurance Pay P	01/02/26	61.86		25-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Disability Insurance Pay P	01/02/26	33.16		42-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Disability Insurance Pay P	01/02/26	97.55		01-00-2200	KPERS WITHHOLDIN	

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
PR1227251	KPERS Disability Insurance Pay P	01/02/26	77.69		13-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 1 Pay Period: 12/27/2	01/02/26	838.81		05-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 1 Pay Period: 12/27/2	01/02/26	387.11		01-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 1 Pay Period: 12/27/2	01/02/26	551.01		13-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 1 Pay Period: 12/27/2	01/02/26	330.85		23-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 1 Pay Period: 12/27/2	01/02/26	71.73		25-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 2 Pay Period: 12/27/2	01/02/26	250.53		05-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 2 Pay Period: 12/27/2	01/02/26	193.74		01-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 2 Pay Period: 12/27/2	01/02/26	206.69		23-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	1,488.34		05-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	354.69		01-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	194.01		13-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	937.86		23-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	521.65		25-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS Tier 3 Pay Period: 12/27/2	01/02/26	317.91		42-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Disability Insurance Pay P	01/16/26	613.58		23-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Disability Insurance Pay P	01/16/26	49.21		25-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Disability Insurance Pay P	01/16/26	33.40		42-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Disability Insurance Pay P	01/16/26	95.50		01-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Disability Insurance Pay P	01/16/26	76.26		13-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	3,613.61		05-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	256.46		01-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	602.14		13-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	4,882.84		23-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	33.46		25-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 1 Pay Period: 1/10/20	01/16/26	.85		42-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 2 Pay Period: 1/10/20	01/16/26	248.93		05-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 2 Pay Period: 1/10/20	01/16/26	190.65		01-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 2 Pay Period: 1/10/20	01/16/26	207.22		23-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	1,378.36		05-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	369.65		01-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	129.16		13-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	893.45		23-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	438.50		25-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS Tier 3 Pay Period: 1/10/20	01/16/26	319.55		42-00-2200	KPERS WITHHOLDIN	
Total KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTE (1576):			21,501.82				
KPERS AFTER RETIRE (2291)							
PR1227251	KPERS AFTER RETIRE KPERS A	01/02/26	139.50		01-00-2200	KPERS WITHHOLDIN	
PR1227251	KPERS AFTER RETIRE KPERS A	01/02/26	37.65		11-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS AFTER RETIRE KPERS A	01/16/26	137.29		01-00-2200	KPERS WITHHOLDIN	
PR0110261	KPERS AFTER RETIRE KPERS A	01/16/26	39.86		11-00-2200	KPERS WITHHOLDIN	
Total KPERS AFTER RETIRE (2291):			354.30				
KPERS KLIFE (2290)							
PR1227251	KLIFE KPERS Optional Group Life	01/02/26	10.20		05-00-2400	LIFE INSURANCE WIT	
Total KPERS KLIFE (2290):			10.20				
PHILLIPSBURG FLEX BENEFITS (1827)							
PR1227251	AFLAC Vision Pay Period: 12/27/2	01/02/26	32.36		05-00-2650	SECTION 125 PLAN W	
PR1227251	Flex Spending Health Pay Period:	01/02/26	399.22		05-00-2650	SECTION 125 PLAN W	
PR1227251	Health Ins A Pay Period: 12/27/202	01/02/26	1,366.76		05-00-2600	MISCELLANOUS INSU	
PR1227251	AFLAC Accident Pay Period: 12/27	01/02/26	217.74		05-00-2650	SECTION 125 PLAN W	
PR1227251	AFLAC Cancer Pay Period: 12/27/	01/02/26	333.90		05-00-2650	SECTION 125 PLAN W	

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
PR1227251	AFLAC Disability After TX Pay Peri	01/02/26	226.50		05-00-2650	SECTION 125 PLAN W	
PR1227251	AFLAC Life Ins Pay Period: 12/27/	01/02/26	25.19		05-00-2650	SECTION 125 PLAN W	
PR1227251	AFLAC Specified Health Event Pa	01/02/26	25.86		05-00-2650	SECTION 125 PLAN W	
PR0110261	AFLAC Vision Pay Period: 1/10/20	01/16/26	239.00		05-00-2650	SECTION 125 PLAN W	
PR0110261	Flex Spending Health Pay Period:	01/16/26	1,091.50		05-00-2650	SECTION 125 PLAN W	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	2,819.90		05-00-2600	MISCELLANOUS INSU	
PR0110261	AFLAC Accident Pay Period: 1/10/	01/16/26	552.54		05-00-2650	SECTION 125 PLAN W	
PR0110261	AFLAC Cancer Pay Period: 1/10/2	01/16/26	333.90		05-00-2650	SECTION 125 PLAN W	
PR0110261	AFLAC Disability After TX Pay Peri	01/16/26	468.42		05-00-2650	SECTION 125 PLAN W	
PR0110261	AFLAC Life Ins Pay Period: 1/10/2	01/16/26	25.19		05-00-2650	SECTION 125 PLAN W	
PR0110261	AFLAC Specified Health Event Pa	01/16/26	25.86		05-00-2650	SECTION 125 PLAN W	
Total PHILLIPSBURG FLEX BENEFITS (1827):			8,183.84				
POINT C (2414)							
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	3,961.16		01-00-2600	MISCELLANOUS INSU	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	264.59		11-00-2600	MISCELLANOUS INSU	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	2,882.25		13-00-2600	MISCELLANOUS INSU	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	9,648.88		23-00-2600	MISCELLANOUS INSU	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	2,423.07		25-00-2600	MISCELLANOUS INSU	
PR0110261	Health Ins A Pay Period: 1/10/2026	01/16/26	1,831.55		42-00-2600	MISCELLANOUS INSU	
Total POINT C (2414):			21,011.50				
Total :			109,047.06				
A Main Checking							
ALFRED BENESCH & COMPANY (1073)							
347780	PRELIMINARY ENGINEERING SE	01/04/26	10,137.15		46-00-2010	FUND ENCUMBRANC	A Main C
Total ALFRED BENESCH & COMPANY (1073):			10,137.15				
BOHL FARM & AUTO (1097)							
246349	BULBS	12/15/25	12.78		23-53-7310	GENERAL SUPPLIES	A Main C
Total BOHL FARM & AUTO (1097):			12.78				
BP TEXTILES (2209)							
1565	CAN LINERS	07/03/25	57.48		01-01-7310	GENERAL SUPPLIES	A Main C
1565	CAN LINERS	07/03/25	57.48		01-02-7310	GENERAL SUPPLIES	A Main C
1565	CAN LINERS	07/03/25	57.48		01-20-7310	GENERAL SUPPLIES	A Main C
1565	CAN LINERS	07/03/25	57.48		01-30-7310	GENERAL SUPPLIES	A Main C
1565	CAN LINERS	07/03/25	57.49		11-05-7310	GENERAL SUPPLIES	A Main C
1565	CAN LINERS	07/03/25	57.49		23-53-7310	GENERAL SUPPLIES	A Main C
Total BP TEXTILES (2209):			344.90				
CASELLE, INC (1139)							
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	96.00		01-12-7204	COMPUTER SUPPOR	A Main C
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	216.00		01-03-7204	COMPUTER SUPPOR	A Main C
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	228.00		01-01-7204	COMPUTER SUPPOR	A Main C
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	228.00		23-72-7204	COMPUTER SUPPOR	A Main C
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	228.00		25-55-7204	COMPUTER SUPPOR	A Main C
INV-15183	CONTRACT SUPPORT AND MAIN	01/05/26	228.00		23-55-7204	COMPUTER SUPPOR	A Main C
Total CASELLE, INC (1139):			1,224.00				

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
CITY OF PHILLIPSBURG (1822)							
260119	RESTITUTION - POUND FEES CA	01/19/26	400.00		01-03-7266	COURT ORDERED PA	A Main C
Total CITY OF PHILLIPSBURG (1822):			400.00				
CLIFFS WELDING SERVICE, INC (1178)							
63173	CUTTING TORCH REPAIR	12/17/25	118.13		13-00-7310	GENERAL SUPPLIES	A Main C
63106	VEH #115 - MUFFLER STRAP	12/19/25	3.83		13-00-7311	EQUIPMENT REPAIR	A Main C
Total CLIFFS WELDING SERVICE, INC (1178):			121.96				
COMPLIANCE ONE, INC (1190)							
335751	DRUG TEST PROGRAM	01/07/26	53.55		25-00-7255	DRUG & ALCOHOL TE	A Main C
335751	DRUG TEST PROGRAM	01/07/26	53.55		01-27-7255	DRUG & ALCOHOL TE	A Main C
Total COMPLIANCE ONE, INC (1190):			107.10				
DONS ELECTRIC & REWIND, INC. (1256)							
12799	LABOR TO REPAIR WIND SOCK L	12/31/25	255.00		01-16-7311	EQUIPMENT REPAIR	A Main C
Total DONS ELECTRIC & REWIND, INC. (1256):			255.00				
ECHO GROUP INC (2413)							
SO11457352.002	SEWER PLANT GENERATOR FIL	11/05/25	375.20		23-71-7311	EQUIPMENT REPAIR	A Main C
Total ECHO GROUP INC (2413):			375.20				
HEALTHQUITY (2393)							
D653KX3	MONTHLY FEES	01/06/26	22.50		05-00-7107	SELECT ACCOUNT A	A Main C
Total HEALTHQUITY (2393):			22.50				
JOHNSON CONTROLS SECURITY SOLUTIONS (1501)							
42069843	ADT ALERT SYSTEM QUARTERL	01/10/26	238.58		23-72-7203	COMMUNICATIONS	A Main C
42069843	ADT ALERT SYSTEM QUARTERL	01/10/26	238.58		25-55-7203	COMMUNICATIONS	A Main C
42069843	ADT ALERT SYSTEM QUARTERL	01/10/26	238.58		23-55-7203	COMMUNICATIONS	A Main C
Total JOHNSON CONTROLS SECURITY SOLUTIONS (1501):			715.74				
KANSAS ASSOC OF CITY/COUNTY MANAGEMENT (2394)							
1491	FULL KACM MEMBERSHIP DUES	01/06/26	100.00		01-01-7240	MEMBERSHIP, LICEN	A Main C
Total KANSAS ASSOC OF CITY/COUNTY MANAGEMENT (2394):			100.00				
KANSAS DEPARTMENT OF HEALTH ENVIRONMENT (2273)							
260119	AMR LOAN AMR 3004 PRINCIPAL	01/19/26	26,393.25		17-00-7263	AMR WATER KDHE L	A Main C
260119	AMR LOAN AMR 3004 INTEREST	01/19/26	1,780.67		17-00-7264	AMR WATER KDHE L	A Main C
260119	AMR LOAN AMR 3004 SERVICE FEE	01/19/26	479.41		17-00-7265	AMR WATER KDHE S	A Main C
Total KANSAS DEPARTMENT OF HEALTH ENVIRONMENT (2273):			28,653.33				
KANSAS DEPARTMENT OF REVENUE (1614)							
260119	MTS KS WATER PROTECTION FEE	01/19/25	1,733.02		23-56-7235	KS WATER PROTECTI	A Main C
260119	MTS CLEAN DRINKING WATER FEE	01/19/25	1,624.71		23-56-7254	KS CLEAN DRINKING	A Main C
260119	SET WATER SALES TAX	01/19/26	6,426.21		23-56-7219	SALES TAX	A Main C
260119	SET AIRPORT FUEL SALES TAX	01/19/26	83.86		01-16-7219	SALES TAX	A Main C

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
260119 SET	GENERAL SALES TAX	01/19/26	.91		01-01-7219	SALES TAX	A Main C
260119 SET	AQUATIC CENTER SALES TAX	01/19/26	1.38		42-11-7219	SALES TAX	A Main C
Total KANSAS DEPARTMENT OF REVENUE (1614):			9,870.09				
KANSAS HEALTH & ENVIRONMENTAL LAB (1602)							
75841	DRINKING WATER SAMPLE TEST	01/05/26	328.00		23-53-7237	SAMPLE TESTING	A Main C
Total KANSAS HEALTH & ENVIRONMENTAL LAB (1602):			328.00				
KANSAS MAYORS ASSOCIATION (1521)							
7979	KMA MEMBERSHIP DUES - MAY	01/08/26	50.00		01-01-7240	MEMBERSHIP, LICEN	A Main C
Total KANSAS MAYORS ASSOCIATION (1521):			50.00				
KANSAS MUNICIPAL UTILITIES (1620)							
20713	QUARTERLY DUES	01/01/26	289.80		01-01-7214	TRAINING	A Main C
20713	QUARTERLY DUES	01/01/26	289.80		25-00-7214	TRAINING	A Main C
20713	QUARTERLY DUES	01/01/26	289.80		23-53-7214	TRAINING	A Main C
20713	QUARTERLY DUES	01/01/26	289.80		23-71-7214	TRAINING	A Main C
20713	QUARTERLY DUES	01/01/26	289.80		13-00-7214	TRAINING	A Main C
Total KANSAS MUNICIPAL UTILITIES (1620):			1,449.00				
KANSAS ONE-CALL SYSTEM INC (1607)							
5120445	REGULAR LOCATE FEE: 17 LOCA	12/31/25	11.31		23-53-7310	GENERAL SUPPLIES	A Main C
5120445	REGULAR LOCATE FEE: 17 LOCA	12/31/25	11.30		23-71-7310	GENERAL SUPPLIES	A Main C
Total KANSAS ONE-CALL SYSTEM INC (1607):			22.61				
KANSAS TREASURER (1615)							
260119 MCF N	MUNICIPAL COURT FEES- NOVE	01/19/26	78.50		01-03-7262	STATE FEES MUNICIP	A Main C
260119 MCF D	MUNICIPAL COURT FEES- DECE	01/19/26	70.50		01-03-7262	STATE FEES MUNICIP	A Main C
Total KANSAS TREASURER (1615):			149.00				
LEAGUE OF KS MUNICIPALITIES (1646)							
10749	ORDINANCE CODIFICATION 2ND	12/31/25	3,200.00		01-01-7200	CONTRACTUAL SERV	A Main C
Total LEAGUE OF KS MUNICIPALITIES (1646):			3,200.00				
MASA ATTN: B2B PROCESSING (1680)							
2282940	EMERGENT PLUS MEDICAL TRA	01/15/26	160.00		05-00-7273	OTHER INSURANCE	A Main C
Total MASA ATTN: B2B PROCESSING (1680):			160.00				
MESSER LLC (1694)							
2109763173	BULK CARBON DIOXIDE	01/05/26	3,828.01		23-53-7323	CARBON DIOXIDE	A Main C
Total MESSER LLC (1694):			3,828.01				
METRO COURIER INC (2411)							
78776	KDHE SAMPLE DELIVERY	12/31/25	31.19		23-53-7237	SAMPLE TESTING	A Main C
Total METRO COURIER INC (2411):			31.19				
MIDWEST ENERGY, INC (1708)							
260105	20054736 NATURAL GAS - COMM	01/05/26	.00		01-02-7206	UTILITY - NATURAL G	A Main C

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
260105	12905345 NATURAL GAS - LIBRA	01/05/26	351.77		01-30-7206	UTILITY - NATURAL G	A Main C
260105	12889408 NATURAL GAS - AIRPO	01/05/26	103.87		01-16-7206	UTILITY - NATURAL G	A Main C
260105	12911780 NATURAL GAS - 1072 S	01/05/26	43.24		23-53-7206	UTILITY - NATURAL G	A Main C
260105	12911822 NATURAL GAS - SHOP	01/05/26	75.24		13-00-7206	UTILITY - NATURAL G	A Main C
260105	12911822 NATURAL GAS - SHOP	01/05/26	75.24		25-00-7206	UTILITY - NATURAL G	A Main C
260105	12911822 NATURAL GAS - SHOP	01/05/26	75.25		13-00-7206	UTILITY - NATURAL G	A Main C
260105	12911814 NATURAL GAS - 676 10	01/05/26	140.68		13-00-7206	UTILITY - NATURAL G	A Main C
260105	12911814 NATURAL GAS - 676 10	01/05/26	140.68		25-00-7206	UTILITY - NATURAL G	A Main C
260105	12911814 NATURAL GAS - 676 10	01/05/26	140.67		23-53-7206	UTILITY - NATURAL G	A Main C
260105	12905279 NATURAL GAS - COMM	01/05/26	745.31		01-02-7206	UTILITY - NATURAL G	A Main C
260105	12922191 NATURAL GAS - CITY O	01/05/26	263.48		01-01-7206	UTILITY - NATURAL G	A Main C
260105	18907444 NATURAL GAS - ARMO	01/05/26	431.63		01-20-7206	UTILITY - NATURAL G	A Main C
260105	13043815 NATURAL GAS - THER	01/05/26	990.32		42-00-7206	UTILITY - NATURAL G	A Main C
260105	12889416 NATURAL GAS - 46 E S	01/05/26	239.45		23-53-7206	UTILITY - NATURAL G	A Main C
Total MIDWEST ENERGY, INC (1708):			3,816.83				
NEX-TECH (1768)							
0000304256 26010	TECHNOLOGY, INTERNET, PHON	01/01/26	295.56		01-01-7203	COMMUNICATIONS	A Main C
0000304256 26010	TECHNOLOGY, INTERNET, PHON	01/01/26	197.43		01-16-7203	COMMUNICATIONS	A Main C
0000304256 26010	TECHNOLOGY, INTERNET, PHON	01/01/26	154.70		42-00-7203	COMMUNICATIONS	A Main C
0000304256 26010	TECHNOLOGY, INTERNET, PHON	01/01/26	318.83		23-55-7203	COMMUNICATIONS	A Main C
0000304256 26010	TECHNOLOGY, INTERNET, PHON	01/01/26	156.27		23-71-7203	COMMUNICATIONS	A Main C
0000304256 26010	TECHNOLOGY - SOLID WASTE	01/01/26	36.38		25-00-7203	COMMUNICATIONS	A Main C
0000304256 26010	PHONE - STREET SHOP	01/01/26	41.33		13-00-7203	COMMUNICATIONS	A Main C
0000304256 26010	PHONE - TRANSPORTATION	01/01/26	44.71		01-27-7203	COMMUNICATIONS	A Main C
0000304256 26010	INTERNET - PARKS	01/01/26	154.00		01-09-7203	COMMUNICATIONS	A Main C
Total NEX-TECH (1768):			1,399.21				
NEX-TECH WIRELESS, LLC (1770)							
11591157	WIRELESS PHONE SERVICE - G	12/16/25	68.94		01-01-7203	COMMUNICATIONS	A Main C
11591157	WIRELESS PHONE SERVICE - SE	12/16/25	20.18		23-71-7203	COMMUNICATIONS	A Main C
11591157	WIRELESS PHONE SERVICE - S	12/16/25	74.41		25-00-7203	COMMUNICATIONS	A Main C
11591157	WIRELESS PHONE SERVICE - ST	12/16/25	32.90		13-00-7203	COMMUNICATIONS	A Main C
11591157	WIRELESS PHONE SERVICE - TR	12/16/25	43.76		01-27-7203	COMMUNICATIONS	A Main C
11591157	WIRELESS PHONE SERVICE - W	12/16/25	91.10		23-55-7203	COMMUNICATIONS	A Main C
Total NEX-TECH WIRELESS, LLC (1770):			331.29				
NYLAND FIRE EXTINGUISHER SERVICE (1789)							
133753	FIRE EXTINGUISHER ANNUAL M	01/01/26	183.53		11-06-7311	EQUIPMENT REPAIR	A Main C
133753	FIRE EXTINGUISHER ANNUAL M	01/01/26	183.52		11-05-7311	EQUIPMENT REPAIR	A Main C
Total NYLAND FIRE EXTINGUISHER SERVICE (1789):			367.05				
PHILLIPS COUNTY LANDFILL (1882)							
260105	LANDFILL CONTRACT DECEMBE	01/05/26	10,751.20		25-00-7242	COUNTY LANDFILL C	A Main C
Total PHILLIPS COUNTY LANDFILL (1882):			10,751.20				
PHILLIPS COUNTY REVIEW (1885)							
251231	INV #121437 - NOTICE BOARD Z	12/31/25	250.88		01-18-7205	PUBLICATIONS & PRI	A Main C
Total PHILLIPS COUNTY REVIEW (1885):			250.88				
PHILLIPS COUNTY TREASURER (1889)							
260119 LE	LAW ENFORCEMENT FEBRUARY	01/19/26	35,917.99		09-00-7216	COUNTY LAW ENFOR	A Main C

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
260119 LE	RETRO PAY - LAW ENFORCEME	01/19/26	3,265.27		09-00-7216	COUNTY LAW ENFOR	A Main C
Total PHILLIPS COUNTY TREASURER (1889):			39,183.26				
PHILLIPSBURG BOND & INTEREST (1818)							
260119	TRANSFER FROM WATER FUND	01/19/26	35,000.00		23-56-7244	FUND TRANSFER-BO	A Main C
Total PHILLIPSBURG BOND & INTEREST (1818):			35,000.00				
PHILLIPSBURG CITY LIBRARY (1833)							
260119 ST	DECEMBER SALES TAX	01/19/26	3,016.85		01-30-7219	SALES TAX	A Main C
Total PHILLIPSBURG CITY LIBRARY (1833):			3,016.85				
PHILLIPSBURG EQUIPMENT RESERVE (1825)							
260119	TRANSFER FROM POLYKARTS	01/19/26	1,184.00		25-00-7246	FUND TRANSFER- EQ	A Main C
Total PHILLIPSBURG EQUIPMENT RESERVE (1825):			1,184.00				
PHILLIPSBURG LAW ENFORCEMENT FUND (1832)							
260119	TRANSFER - GENERAL FUND TO	01/19/26	100,000.00		01-21-7281	TRANSFER TO LAW E	A Main C
Total PHILLIPSBURG LAW ENFORCEMENT FUND (1832):			100,000.00				
PHILLIPSBURG PUBLIC BUILDING COMMISSION (1839)							
260119	POOL LEASE	01/19/26	18,641.67		42-55-7257	LEASE RENT	A Main C
Total PHILLIPSBURG PUBLIC BUILDING COMMISSION (1839):			18,641.67				
POINT C (2414)							
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		01-01-7240	MEMBERSHIP, LICEN	A Main C
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		11-05-7240	MEMBERSHIP, LICEN	A Main C
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		13-00-7240	MEMBERSHIP, LICEN	A Main C
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		23-55-7240	MEMBERSHIP, LICEN	A Main C
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		25-00-7240	MEMBERSHIP, LICEN	A Main C
260119SF	HEALTH INSURANCE SETUP FEE	01/16/26	625.00		42-00-7240	MEMBERSHIP, LICEN	A Main C
Total POINT C (2414):			3,750.00				
PRAIRIE LAND ELECTRIC COOP INC (1900)							
260107	14026137 ELECTRICITY - SIREN	01/07/26	52.10		11-05-7207	UTILITY - ELECTRICIT	A Main C
260107	880052443 ELECTRICITY - AIRPO	01/07/26	236.00		01-16-7207	UTILITY - ELECTRICIT	A Main C
260107	880052443 ELECTRICITY - WELC	01/07/26	132.77		01-09-7207	UTILITY - ELECTRICIT	A Main C
260107	4307635864 ELECTRICITY - SEW	01/07/26	3,305.17		23-71-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - INDO	01/07/26	1,488.66		42-00-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - COM	01/07/26	117.33		01-02-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - GAR	01/07/26	46.77		01-01-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - ARM	01/07/26	330.23		01-20-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - LIBR	01/07/26	198.28		01-30-7207	UTILITY - ELECTRICIT	A Main C
260107	4619861928 ELECTRICITY - CITY	01/07/26	216.09		01-01-7207	UTILITY - ELECTRICIT	A Main C
260107	6620777944 ELECTRICITY - WAT	01/07/26	5,749.54		23-53-7207	UTILITY - ELECTRICIT	A Main C
260107	6620777944 ELECTRICITY - WAT	01/07/26	4,444.15		23-51-7207	UTILITY - ELECTRICIT	A Main C
260107	9341767522 ELECTRICITY - PARK	01/07/26	542.25		01-09-7207	UTILITY - ELECTRICIT	A Main C
260107	9485448725 ELECTRICITY - STRE	01/07/26	3,891.03		01-14-7207	UTILITY - ELECTRICIT	A Main C
260107	10036000 ELECTRICITY - WELLS	01/07/26	2,299.72		23-51-7207	UTILITY - ELECTRICIT	A Main C
Total PRAIRIE LAND ELECTRIC COOP INC (1900):			23,050.09				

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
REIMBURSEMENTS (2298)							
260119 BA	SAFETY TOE BOOT REIMBURSE	01/19/26	174.79		25-00-7220	UNIFORM EXPENSE	A Main C
260119 TD	SAFETY TOE BOOT REIMBURSE	01/19/26	200.00		01-01-7220	UNIFORM EXPENSE	A Main C
260119 JC	MILEAGE REIMBURSEMENT - SA	01/19/26	139.20		11-05-7214	TRAINING	A Main C
260119 JC	MILEAGE REIMBURSEMENT - SA	01/19/26	139.20		11-06-7214	TRAINING	A Main C
260119 JC	REIMBURSEMENT - KANSAS FIR	01/19/26	25.00		11-06-7214	TRAINING	A Main C
260119 JC	REIMBURSEMENT - KANSAS FIR	01/19/26	25.00		11-05-7214	TRAINING	A Main C
Total REIMBURSEMENTS (2298):			703.19				
ROBINSON LAWN CARE, INC (1945)							
260107	PEST CONTROL - CITY OFFICE	01/07/26	50.00		01-01-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - LIBRARY	01/07/26	50.00		01-30-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - FIREHOUSE	01/07/26	50.00		11-05-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - COMMUNITY B	01/07/26	55.00		01-02-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - ARMORY	01/07/26	40.00		01-20-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - THERAPY POO	01/07/26	40.00		42-00-7210	CONTRACT LABOR	A Main C
260107	PEST CONTROL - AIRPORT	01/07/26	40.00		01-16-7210	CONTRACT LABOR	A Main C
Total ROBINSON LAWN CARE, INC (1945):			325.00				
SAWYERS ACE HARDWARE (1979)							
238318	OUTDOOR TIMERS	12/17/25	53.97		23-53-7310	GENERAL SUPPLIES	A Main C
239530	SHARKBITE CONNECTION	12/23/25	10.59		23-53-7310	GENERAL SUPPLIES	A Main C
235577	AUTO BATTERY, BATTERIES	12/01/25	99.94		01-01-7310	GENERAL SUPPLIES	A Main C
235608	LIGHT BULB	12/01/25	34.99		13-00-7311	EQUIPMENT REPAIR	A Main C
235769	BLADE	12/02/25	27.99		23-71-7310	GENERAL SUPPLIES	A Main C
235814	CLEANING SUPPLIES	12/02/25	19.97		01-01-7310	GENERAL SUPPLIES	A Main C
236160	HAND SOAP	12/04/25	7.99		11-05-7310	GENERAL SUPPLIES	A Main C
236395	MOTH BALLS	12/05/25	17.99		01-01-7310	GENERAL SUPPLIES	A Main C
236728	CLEANING SUPPLIES, FROST SC	12/08/25	75.99		23-53-7310	GENERAL SUPPLIES	A Main C
236841	URINAL BLOCKS	12/08/25	32.99		11-05-7310	GENERAL SUPPLIES	A Main C
236982	VEH #110 - BOLT FOR STARTER	12/09/25	1.60		13-00-7311	EQUIPMENT REPAIR	A Main C
236982	VEH #110 - BOLT FOR STARTER	12/09/25	1.59		42-00-7311	EQUIPMENT REPAIR	A Main C
237225	GFCI, TAPE	12/10/25	46.93		13-00-7311	EQUIPMENT REPAIR	A Main C
237902	EYE FOR FLAG LIGHT	12/15/25	16.99		01-30-7310	GENERAL SUPPLIES	A Main C
237989	LIGHT BULB	12/15/25	29.99		01-16-7311	EQUIPMENT REPAIR	A Main C
238284	CAULKING	12/17/25	9.18		01-02-7310	GENERAL SUPPLIES	A Main C
238939	LADDER AND MARKERS	12/20/25	47.99		11-05-7310	GENERAL SUPPLIES	A Main C
238939	LADDER AND MARKERS	12/20/25	47.99		11-06-7310	GENERAL SUPPLIES	A Main C
239110	CLEANING SUPPLIES	12/22/25	37.27		11-05-7310	GENERAL SUPPLIES	A Main C
239110	CLEANING SUPPLIES	12/22/25	37.26		11-06-7310	GENERAL SUPPLIES	A Main C
Total SAWYERS ACE HARDWARE (1979):			659.20				
SCOTT-MCCOPPIN BOOK STORE (1990)							
320548	CHRISTMAS CARDS	12/04/25	12.00		01-01-7310	GENERAL SUPPLIES	A Main C
Total SCOTT-MCCOPPIN BOOK STORE (1990):			12.00				
TRINITY AG COOPERATIVE, INC (2105)							
159834	UNIT #827 DIESEL	12/02/25	23.04		11-06-7315	FUEL EXPENSE - DIE	A Main C
159834	UNIT #827 DIESEL	12/02/25	23.03		11-05-7315	FUEL EXPENSE - DIE	A Main C
159835	UNIT #829 DIESEL	12/02/25	77.15		11-06-7315	FUEL EXPENSE - DIE	A Main C
159838	UNIT #829 DIESEL	12/02/25	7.54		11-06-7315	FUEL EXPENSE - DIE	A Main C
159849	VEH #02 ETHANOL	12/02/25	20.34		01-27-7316	FUEL EXPENSE - GA	A Main C
159859	VEH #01 ETHANOL	12/02/25	48.37		01-27-7316	FUEL EXPENSE - GA	A Main C
159906	VEH #111 DIESEL	12/03/25	233.04		25-00-7315	FUEL EXPENSE - DIE	A Main C

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
159913	VEH #115 DIESEL	12/03/25	59.34		13-00-7315	FUEL EXPENSE - DIE	A Main C
159989	VEH #120 ETHANOL	12/05/25	43.60		23-53-7316	FUEL EXPENSE - GA	A Main C
160024	VEH #111 DIESEL	12/05/25	61.04		25-00-7315	FUEL EXPENSE - DIE	A Main C
160101	VEH #121 ETHANOL	12/08/25	56.00		23-71-7316	FUEL EXPENSE - GA	A Main C
78830	MOLYPLEX GREASE	12/09/25	23.75		23-53-7310	GENERAL SUPPLIES	A Main C
78830	MOLYPLEX GREASE	12/09/25	23.75		25-00-7310	GENERAL SUPPLIES	A Main C
78830	MOLYPLEX GREASE	12/09/25	23.75		42-00-7310	GENERAL SUPPLIES	A Main C
78830	MOLYPLEX GREASE	12/09/25	23.75		01-12-7310	GENERAL SUPPLIES	A Main C
160175	VEH #101 ETHANOL	12/09/25	43.04		23-51-7316	FUEL EXPENSE - GA	A Main C
160216	VEH #120 ETHANOL	12/10/25	44.88		23-53-7316	FUEL EXPENSE - GA	A Main C
160229	E130 - DIESEL	12/10/25	78.75		13-00-7315	FUEL EXPENSE - DIE	A Main C
160230	VEH #101 ETHANOL	12/10/25	36.84		13-00-7316	FUEL EXPENSE - GA	A Main C
160241	VEH #02 ETHANOL	12/10/25	35.52		01-27-7316	FUEL EXPENSE - GA	A Main C
58298	VEH #103 ETHANOL	12/12/25	25.80		13-00-7316	FUEL EXPENSE - GA	A Main C
58298	VEH #103 ETHANOL	12/12/25	25.79		01-12-7316	FUEL EXPENSE - GA	A Main C
78951	BLUE DEF	12/12/25	20.08		25-00-7315	FUEL EXPENSE - DIE	A Main C
78952	GLOVES	12/12/25	19.25		25-00-7310	GENERAL SUPPLIES	A Main C
160334	VEH #111 DIESEL	12/12/25	193.01		25-00-7315	FUEL EXPENSE - DIE	A Main C
160337	VEH #121 ETHANOL	12/12/25	42.00		23-71-7316	FUEL EXPENSE - GA	A Main C
160339	VEH #118 ETHANOL	12/12/25	10.17		01-01-7310	GENERAL SUPPLIES	A Main C
160339	VEH #118 ETHANOL	12/12/25	10.17		01-02-7310	GENERAL SUPPLIES	A Main C
160339	VEH #118 ETHANOL	12/12/25	10.17		01-20-7310	GENERAL SUPPLIES	A Main C
160339	VEH #118 ETHANOL	12/12/25	10.17		01-30-7310	GENERAL SUPPLIES	A Main C
160339	VEH #118 ETHANOL	12/12/25	10.18		11-05-7316	FUEL EXPENSE - GA	A Main C
160383	VEH #120 ETHANOL	12/13/25	38.44		23-71-7316	FUEL EXPENSE - GA	A Main C
160434	VEH #01 ETHANOL	12/15/25	48.02		01-27-7316	FUEL EXPENSE - GA	A Main C
58405	VEH #101 ETHANOL	12/16/25	57.16		01-01-7316	FUEL EXPENSE - GA	A Main C
160458	VEH #115 DIESEL	12/16/25	35.33		23-53-7315	FUEL EXPENSE - DIE	A Main C
160458	VEH #115 DIESEL	12/16/25	35.33		13-00-7315	FUEL EXPENSE - DIE	A Main C
160458	VEH #115 DIESEL	12/16/25	35.32		01-16-7315	FUEL EXPENSE - DIE	A Main C
160459	E130 - DIESEL	12/16/25	75.63		13-00-7315	FUEL EXPENSE - DIE	A Main C
160522	BULK #106 DIESEL	12/17/25	240.73		25-00-7315	FUEL EXPENSE - DIE	A Main C
160533	VEH #101 ETHANOL	12/18/25	52.91		23-51-7316	FUEL EXPENSE - GA	A Main C
160535	VEH #120 ETHANOL	12/18/25	41.95		23-71-7316	FUEL EXPENSE - GA	A Main C
161591	VEH #02 ETHANOL	12/19/25	33.05		01-27-7316	FUEL EXPENSE - GA	A Main C
161601	VEH #111 DIESEL	12/19/25	180.01		25-00-7315	FUEL EXPENSE - DIE	A Main C
58621	VEH #112 DIESEL	12/22/25	41.94		25-00-7315	FUEL EXPENSE - DIE	A Main C
161675	VEH #102 ETHANOL	12/22/25	54.72		13-00-7316	FUEL EXPENSE - GA	A Main C
161760	VEH #120 ETHANOL	12/24/25	46.00		23-71-7316	FUEL EXPENSE - GA	A Main C
161809	VEH #101 ETHANOL	12/25/25	40.19		23-51-7316	FUEL EXPENSE - GA	A Main C
161835	VEH #111 DIESEL	12/26/25	113.02		25-00-7315	FUEL EXPENSE - DIE	A Main C
161887	VEH #120 ETHANOL	12/28/25	43.00		23-71-7316	FUEL EXPENSE - GA	A Main C
58800	VEH #101 ETHANOL	12/29/25	46.45		01-01-7316	FUEL EXPENSE - GA	A Main C
161988	UNIT #834 DIESEL	12/31/25	32.47		11-06-7315	FUEL EXPENSE - DIE	A Main C
162004	VEH #120 ETHANOL	12/31/25	27.69		23-71-7316	FUEL EXPENSE - GA	A Main C
159832	UNIT #828 DIESEL	12/02/25	50.82		11-06-7315	FUEL EXPENSE - DIE	A Main C
161829	E125 - DIESEL	12/26/25	60.04		13-00-7315	FUEL EXPENSE - DIE	A Main C
Total TRINITY AG COOPERATIVE, INC (2105):			2,793.53				
WHITES FOODLINER (2172)							
8355	BATTERIES	12/01/25	21.85		01-01-7309	OFFICE SUPPLIES	A Main C
1454	DUSTERS	12/04/25	16.93		01-01-7310	GENERAL SUPPLIES	A Main C
9948	FOIL LINER	12/05/25	14.29		01-01-7310	GENERAL SUPPLIES	A Main C
6556	KLEENEX AND COFFEE CREAME	12/17/25	15.78		01-01-7310	GENERAL SUPPLIES	A Main C
Total WHITES FOODLINER (2172):			68.85				

Invoice	Description	Invoice Date	Total Cost	Void	GL Account	GL Account Description	Account
Total A Main Checking:			306,861.66				
EE FLEX							
AFLAC (1021)							
618575	AFLAC COVERAGE	01/19/26	2,583.45		39-00-7273	OTHER INSURANCE	EE FLEX
Total AFLAC (1021):			2,583.45				
HEALTH EQUITY (2393)							
WNP1M48	RA REPLENISHMENT FOR HCRA	01/01/26	251.75		39-00-7275	UNREIMBURSE MEDI	EE FLEX
P99PIRR	RA PREFUNDING FOR HCRA 202	01/07/26	1,332.00		39-00-7275	UNREIMBURSE MEDI	EE FLEX
DNAP1JB	RA REPLENISHMENT FOR HCRA	01/08/26	223.86		39-00-7275	UNREIMBURSE MEDI	EE FLEX
HFR647X	RA REPLENISHMENT FOR HCRA	01/15/26	24.23		39-00-7275	UNREIMBURSE MEDI	EE FLEX
Total HEALTH EQUITY (2393):			1,831.84				
POINT C (2414)							
3209	HEALTH INSURANCE EMPLOYEE	01/01/26	2,799.94		39-00-7274	HEALTH INS EMPLOY	EE FLEX
3209	HEALTH INSURANCE EMPLOYEE	01/01/26	2,716.54		39-00-7274	HEALTH INS EMPLOY	EE FLEX
Total POINT C (2414):			5,516.48				
Total EE FLEX:			9,931.77				
Petty Cash							
PHILLIPSBURG HOME STORE (1829)							
12855	SEWER SAMPLES	01/06/26	39.36		23-71-7203	COMMUNICATIONS	Petty Ca
Total PHILLIPSBURG HOME STORE (1829):			39.36				
Total Petty Cash:			39.36				
Grand Totals:			425,879.85				

Report GL Period Summary

Vendor number hash:	0
Vendor number hash - split:	0
Total number of invoices:	0
Total number of transactions:	0

Report Criteria:

Invoice.Payment due date = 01/01/2026-01/19/2026

	Total Cost
Total AFLAC (1021):	2,583.45
Total ALFRED BENESCH & COMPANY (1073):	10,137.15
Total BOHL FARM & AUTO (1097):	12.78
Total BP TEXTILES (2209):	344.90
Total CASELLE, INC (1139):	1,224.00
Total CITY OF PHILLIPSBURG (1822):	400.00
Total CLIFFS WELDING SERVICE, INC (1178):	121.96
Total COMPLIANCE ONE, INC (1190):	107.10
Total DONS ELECTRIC & REWIND, INC. (1256):	255.00
Total ECHO GROUP INC (2413):	375.20
Total GREAT WEST FINANCIAL (1378):	2,194.00
Total HEALTHEQUITY (2393):	1,854.34
Total INTERNAL REVENUE SERVICE (1472):	47,975.48
Total JOHNSON CONTROLS SECURITY SOLUTIONS (1501):	715.74
Total KANSAS ASSOC OF CITY/COUNTY MANAGEMENT (2394):	100.00
Total KANSAS DEPARTMENT OF HEALTH ENVIRONMENT (2273):	28,653.33
Total KANSAS DEPARTMENT OF REVENUE (1614):	17,413.70
Total KANSAS HEALTH & ENVIRONMENTAL LAB (1602):	328.00
Total KANSAS MAYORS ASSOCIATION (1521):	50.00
Total KANSAS MUNICIPAL UTILITIES (1620):	1,449.00
Total KANSAS ONE-CALL SYSTEM INC (1607):	22.61
Total KANSAS PAYMENT CENTER (1575):	272.31
Total KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTE (1576):	21,501.82
Total KANSAS TREASURER (1615):	149.00
Total KPERS AFTER RETIRE (2291):	354.30
Total KPERS KLIFE (2290):	10.20
Total LEAGUE OF KS MUNICIPALITIES (1646):	3,200.00
Total MASA ATTN: B2B PROCESSING (1680):	160.00
Total MESSER LLC (1694):	3,828.01
Total METRO COURIER INC (2411):	31.19
Total MIDWEST ENERGY, INC (1708):	3,816.83
Total NEX-TECH (1768):	1,399.21
Total NEX-TECH WIRELESS, LLC (1770):	331.29
Total NYLAND FIRE EXTINGUISHER SERVICE (1789):	367.05
Total PHILLIPS COUNTY LANDFILL (1882):	10,751.20
Total PHILLIPS COUNTY REVIEW (1885):	250.88
Total PHILLIPS COUNTY TREASURER (1889):	39,183.26
Total PHILLIPSBURG BOND & INTEREST (1818):	35,000.00
Total PHILLIPSBURG CITY LIBRARY (1833):	3,016.85
Total PHILLIPSBURG EQUIPMENT RESERVE (1825):	1,184.00
Total PHILLIPSBURG FLEX BENEFITS (1827):	8,183.84
Total PHILLIPSBURG HOME STORE (1829):	39.36
Total PHILLIPSBURG LAW ENFORCEMENT FUND (1832):	100,000.00
Total PHILLIPSBURG PUBLIC BUILDING COMMISSION (1839):	18,641.67
Total POINT C (2414):	30,277.98
Total PRAIRIE LAND ELECTRIC COOP INC (1900):	23,050.09
Total REIMBURSEMENTS (2298):	703.19
Total ROBINSON LAWN CARE, INC (1945):	325.00
Total SAWYERS ACE HARDWARE (1979):	659.20
Total SCOTT-MCCOPPIN BOOK STORE (1990):	12.00
Total TRINITY AG COOPERATIVE, INC (2105):	2,793.53

Total Cost

Total WHITES FOODLINER (2172):

68.85

Grand Totals:

425,879.85

Report GL Period Summary

Vendor number hash: 0
Vendor number hash - split: 0
Total number of invoices: 0
Total number of transactions: 0

Total 01: GENERAL FUND	126,776.17
Total 05: EMPLOYEE BENEFIT FUND	62,884.68
Total 09: LAW ENFORCEMENT FUND	39,183.26
Total 11: FIRE DEPARTMENT FUND	2,313.94
Total 13: SPECIAL HIGHWAY FUND	7,548.92
Total 17: BOND AND INTEREST FUND	28,653.33
Total 23: WATER & SEWER UTILITY FUND	94,054.75
Total 25: SOLID WASTE FUND	19,409.65
Total 39: EMPLOYEE FLEX BENEFIT FUND	9,931.77
Total 42: AQUATIC CENTER FUND	24,986.23
Total 46: KDOT - STREET PROJECT FUND	10,137.15
Grand Totals:	<u>425,879.85</u>

Report GL Period Summary

Vendor number hash: 0
Vendor number hash - split: 0
Total number of invoices: 0
Total number of transactions: 0

Municipal Employee Whistleblower Protection Act

- (a) This shall be known and may be cited as the Kansas Municipal employee whistleblower act.
- (b) As used in this section:
1. "Auditing agency" means:
 - A. The legislative post auditor
 - B. Any employee of the division of post audit
 - C. Any firm performing audit services pursuant to a contract with the post auditor
 - D. Any state agency or federal agency or authority performing auditing or other oversight activities under authority of any provision of law authorizing such activities; or
 - E. The inspector general established under K.S.A. 75-7427, and amendments thereto.
 2. "Disciplinary action" means any dismissal, demotion, transfer, reassignment, suspension, reprimand, warning of possible dismissal or withholding of work.
 3. "malfeasance" means unlawful conduct committed by any member of the governing body of a municipality or any officer or other employee thereof.
 4. "Misappropriation" means the unauthorized or unlawful expenditure or transfer of moneys held by a municipality.
 5. "Municipality" means any county, city or unified school district or any office, department, division, board, commission, bureau, agency or unit thereof.
- (c) No supervisor or appointing authority of any municipality shall prohibit any of the following or take any disciplinary action against an employee of such municipality because such employee:
1. Discussed the operations of the municipality or other matters of public concern, including matters relating to the public health, safety and welfare either specifically or generally, with any member of the governing body of such municipality or any auditing agency;
 2. reported a violation of state or federal law, municipal resolution or ordinance or any rules and regulations adopted pursuant such law, resolution or ordinance to any person, agency or organization.
 3. failed to give notice to the supervisor or appointing authority prior to making any report described in paragraph (2); or
 4. disclosed malfeasance or other misappropriation of moneys held by such municipality to any person, agency or organization.
- (d) This shall not be construed to:
1. Prohibit a supervisor or appointing authority from requiring that an employee inform the supervisor or appointing authority regarding governing body or auditing agency requests for information submitted to such municipality or the substance of testimony made, or to be made, by the employee to members of the governing body or the auditing agency on behalf of such municipality.
2. Permit an employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to employee leave unless the employee is requested by a member of the governing body of such municipality to appear before such governing body or by an auditing agency to appear at a meeting with officials of the auditing agency;
 3. Authorize an employee to represent the employee's personal opinions as the opinions of such municipality; or
 4. Prohibit disciplinary action of an employee who disclosed information that:
 - A. The employee knows to be false or that the employee discloses with reckless disregard for the truth or falsity of such information;
 - B. The employee knows to be exempt from required disclosure under the open records act;
 - C. Is confidential or privileged under the state or federal law or court rule; or
 - D. Is disclosed due to a corrupt motive rather than a good faith concern for a wrongful activity.
- (e)
1. Except for officers or employees eligible to administratively appeal disciplinary actions pursuant to paragraph (2), any officer or employee of a municipality who alleges that disciplinary action has been taken against such officer or employee in violation of this section may bring an action in a court of competent jurisdiction within 90 days after the occurrence of the alleged violation seeking damages and any other equitable relief the court deems necessary. The court may award the prevailing party in the action all or a portion of the costs of the action, including reasonable attorney fees and witness fees.
 2. In any municipality that creates an administrative process to adjudicate disciplinary actions against employees of the municipality, any officer or employee of the municipality who is eligible to appeal disciplinary actions to such adjudicative body may appeal to such body whenever such officer or employee alleges that disciplinary action was taken against such officer or employee in violation of this act. The appeal shall be filed within 90 days after the alleged disciplinary action. If such body finds that the disciplinary action taken was unreasonable, such body shall modify or reverse the municipality's action and order such relief for the employee as such body considers appropriate. Any party appeal a decision of such governing body under the Kansas judicial review act, K.S.A. 77-601 et seq., and amendments thereto.
- (f) Each municipality shall prominently post a copy of this act in locations where it can reasonably be expected to come to the attention of all employees of such municipality.

A Citizen's Guide to Open Government

*Kansas Open Meetings Act
Kansas Open Records Act*



PROVIDED BY KANSAS ATTORNEY GENERAL

KRIS W. KOBACH



July 2025 Edition

Dear Fellow Kansans:

Our state has a long and rich history of ensuring that all of our citizens can participate in our democracy.

That's why our state's two principal open-government laws – the Kansas Open Records Act and the Kansas Open Meetings Act – are so important. They establish the legal requirement that the decision making of our public bodies remains open and subject to scrutiny and participation by our citizens.



As your attorney general, I share responsibility to enforce these laws and to help Kansans understand what they do, and do not, require.

This brochure is intended to help you and other Kansans understand the basic requirements of the Open Records Act and the Open Meetings Act. It answers common questions about the two and helps you understand what rights you, as a Kansan, have to obtain the records of your government and to view its activities.

In partnership with others who have a keen interest in open government – including the Kansas Sunshine Coalition – our office provides training for local and state officials about their duties and obligations under these laws. We work to resolve open government disputes and bring enforcement actions when necessary.

But I believe strongly that the best outcome is when everyone knows and respects our open government laws and we prevent violations from occurring in the first place. That's the point of this and similar publications.

For more information, you can check our website at www.ag.ks.gov or call my office at (785) 296-2215.

Thank you for your interest in open government!

Best wishes,

A handwritten signature in black ink that reads "Kris W. Kobach". The signature is written in a cursive, flowing style.

Kris W. Kobach
Kansas Attorney General

Understanding the Kansas Open Meetings Act (KOMA)

The Purpose and Scope of the KOMA

What is the KOMA about?

The KOMA is a law that guarantees anyone the right to observe governmental policy makers, such as your local school board, city council, county commissioners or most functions of the state legislature, that make the decisions affecting your life.

What types of groups are subject to the KOMA?

The KOMA applies to all of the political and taxing subdivisions in Kansas. There are approximately 4,000 public bodies and agencies that fall into this category. The KOMA may also apply to other organizations if they were created or controlled by a public body or agency or act on behalf of a public body or agency. This includes committees or sub-groups created by a public body or agency.

How do you know if a group is going to be subject to the KOMA?

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely it will be subject to the KOMA.

The KOMA does not apply to the meetings of private groups such church groups, private clubs, private corporations or businesses or any other private associations.

Would a committee made up of public body members and agency staff be required to hold open meetings?

Yes, a committee composed of public body members and agency staff must comply with KOMA if it was created by the public body and a majority of its members meet. Under the statute, any subcommittee or subordinate group created by a public body or agency is subject to open meeting requirements when a majority of its members convene. This includes committees tasked with discussing or acting on matters related to the governing body's responsibilities. The involvement of public body members indicates the group is likely acting on behalf of the governing body. Therefore, such meetings must comply with KOMA to ensure transparency and public access.

Is a subordinate group created by a public body or agency subject to the KOMA if no governing body members from the original public body serve on such group?

Yes, a subordinate group created by a public body or agency is subject to the KOMA when a majority of its members meet, regardless of whether any members of the original public body serve on it.

Is a private entity that receives funding from legislative or administrative body of the state or a political and taxing subdivision always considered a subordinate group under the KOMA?

No, a private entity that receives funding is not always considered a subordinate group under KOMA. The statute specifies that a private entity is subject to KOMA if it is under the control, directly or indirectly, of the public body. Simply receiving funding does not automatically mean the public body controls the private entity, but it is one factor to consider.

Does the KOMA apply to every meeting related to the government?

No, the KOMA only applies to a public body or agency. It does not include the staff meetings for a public agency. It does not apply to elected officials who are not part of a public body, such as the governor.

Does the KOMA apply to Kansas courts or judges?

No, courts and judges are excluded from the KOMA.

Meeting Matters Not Covered by the KOMA

Does the KOMA include a requirement for an agenda?

No, although the creation of an agenda before the meeting will help provide focus for both the public body or agency and the public, there is no requirement in the KOMA to create an agenda. This also means that the content of the meeting may be changed at any time by amending the agenda.

Does the KOMA require detailed minutes of all of the items discussed at a meeting?

No, the KOMA does not speak to minutes or agendas, except to require that motions to go into executive session be completely recorded in the minutes. Meeting minutes are the responsibility of the public body or agency and the public body or agency determines what is recorded in the minutes.

Is the KOMA the same thing as Roberts Rules of Order?

No, the KOMA does not address the conduct of meetings or other procedural matters, such as the order of business, content of reports or length of time that may be spent on a topic of discussion.

KOMA Requirements for Public Bodies and Agencies

What does the KOMA require a public body or agency to do?

There are two main requirements. First, any meetings must be open to all members of the public. Second, notice of meetings must be provided to anyone who has requested it.

What does “open” mean in the KOMA?

It means that the meeting must be conducted in a way that the public may observe or listen to the proceedings.

Does that mean a meeting must be moved to another location if members of the public cannot get into the meeting room?

No, the KOMA does not require that public meetings be moved to larger or better locations. Meeting locations are left up to the public body or agency. Unless there is evidence that the public body or agency deliberately moved a meeting to a location with limited access to avoid public observation, there is no conflict with the requirements of the KOMA.

Does a public body or agency have to let members of the audience speak at a meeting?

No, the KOMA does not require that the public be allowed to speak. Some other law may require a public hearing with the opportunity to speak on that issue, but the KOMA does not.

Can I use a camera or other recording device to record a meeting?

Yes, the KOMA allows recording, but subject to reasonable rules to prevent disruption of the meeting, safety hazards, or other legitimate concerns. You may want to contact the public body or agency in advance to learn about any rules that may apply to recordings.

May one or more members of a public body or agency participate in a meeting by telephone?

Yes, as long as the meeting is open to the public so they might listen to the discussion.

Is a public body required to live stream its meetings online?

No, a public body is not required to live stream its meetings. However, if a public body chooses to provide a live stream, it must ensure that the entire open meeting is available to the public through the selected medium.

KOMA Meetings

What is a meeting, as defined by the KOMA?

Three conditions must be met in order for a meeting to occur. All three must be satisfied. They are:

1. A gathering or assembly in person or by telephone or any other medium for interactive communication.
2. By a majority of the members of the public body or agency.
3. Discussion of the business or affairs of that public body or agency.

How is “interactive communication” applied?

The best way to determine if “interactive communication” has taken place is to think of it as two-way communication. For example, an email from one member of a public body to the rest of the body members is only one-way until there is a reply to all, and then it becomes a two-way communication that may violate the KOMA.

The two-way communication can be by any means, including using individuals as “go-betweens.”

What is a majority of the public body or agency?

Majority is one more than one-half of the membership. When counting the number of members, vacant positions must be counted as well. For example, if a school board has seven members, but there are two vacancies, a majority remains four.

Are there any topics that may be discussed by a majority outside of a meeting?

The only topic that may be discussed by a majority outside of a meeting is to determine a mutually acceptable meeting time so notice of that meeting may be provided.

Discussion alone triggers the KOMA requirements, regardless of whether an agreement is reached or a survey of how members are going to vote takes place. None of those actions are permitted.

Can members avoid the KOMA requirements by discussing public body or agency business with less than a majority of the other members?

Not really, as interactive communications in a series are forbidden by the KOMA. A violation will occur if all of the following conditions are met:

- Interactive communications collectively involve a majority of the public body or agency,

- A common topic is discussed concerning the business or affairs of the public body or agency, and
- There is intent by any or all of the participants to reach agreement upon a topic that requires binding action in an open meeting by the public body or agency.

Can a majority of the members attend a meeting of another group?

Yes, as long as they refrain from any discussions about the business of their public body or agency.

This limitation applies to all formal and informal gatherings, such as conferences, ribbon cuttings or social clubs.

Can a public body hold separate meetings for public comment and for conducting its regular business?

Yes, a public body can hold separate meetings for public comment and for conducting its regular business, as long as both meetings comply with applicable open meeting laws.

KOMA Notice Requirements

When does a public body or agency have to provide notice?

Notice is required only when someone requests to receive notice of meetings. There is nothing in the KOMA that requires general notice, such as publishing the agenda in the newspaper or posting it on the agency website.

How do I request notice?

All you need to do is make a request to the appropriate public body or agency. Although not required, it is a good idea to make your request in writing and keep a copy.

What kind of notice should I expect?

The KOMA does not specify the method of notice; it could be verbal or written. The notice must provide you with the time, place and date of the proposed meeting.

You may receive a single notice for all regular meetings of the public agency or body. You should still receive notice for any special meetings or changes in the time, place or date of regular meetings.

How long is my request effective?

Your request is good for the fiscal year of the public body or agency. But, the public body or agency must contact you and ask if you wish to continue to receive notice before they discontinue providing it to you.

Is there a minimum time required to give notice?

No, the KOMA only requires “reasonable” notice. In some situations, that could be very short. If you believe a public body or agency did not provide reasonable notice, discuss the situation with the public body or agency to learn when others, including the members, received notice of a meeting. If this does not resolve the matter, please see the Enforcement section of this guide.

Executive Sessions: Closing an Open Meeting

What is an executive session?

An executive session is when the public body is permitted to discuss certain subjects in private.

What are the procedures to enter into an executive session?

An executive session may only take place once an open meeting is convened. A motion must be made to enter into executive session. That complete motion and the resulting vote must be entered into the minutes.

What must a motion to enter into an executive session say?

There are three parts:

1. A statement describing the subject(s) to be discussed in executive session, without revealing confidential information.
2. The justification: a reference to one of the permitted topics for executive session contained in the KOMA.
3. The time and place at which the open meeting will resume.

If a public body does not include all three portions, is the executive session illegal?

Probably not, as the courts have determined a technical violation occurs if there is an error in the motion, but the public body maintained the spirit of the KOMA.

Who may attend an executive session?

Only the members of the public body holding the executive session have a right to attend. The public body may include others, if they believe their information is important.

Can the public body make a binding decision in executive session?

No. Binding decisions must be made in an open meeting. The public body may reach a consensus during an executive session; however, binding action must occur during an open meeting.

What topics may be discussed in executive session?

The KOMA permits several topics including these most common topics:

- To discuss personnel matters relating to non-elected personnel
- Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship
- To discuss employee-employer negotiations
- To discuss data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships
- To discuss matters relating to action affecting a person as a student, patient or resident of a public institution
- For preliminary discussion of acquisition of real property
- To discuss matters relating to security measures that protect specific systems, facilities or equipment including persons and private property if related to the agency.

What is permitted under the nonelected personnel matters justification?

The public body may only discuss its own individual employees and applicants for employment. They are not permitted to discuss elected officials, independent contractors, candidates for appointment to other boards or commissions or general concerns affecting all employees, such as a proposed pay plan.

What is permitted under the attorney consultation justification?

The public body's attorney must attend the executive session, even by speaker phone, to provide legal advice to the body.

Non-public body or agency personnel may only attend if they are considered part of the client organization, such as consulting engineers.

What is permitted under the employee and employer negotiation justification?

Only discussion about negotiations with recognized bargaining units, not general employee matters.

What is permitted under the financial and trade secret justification?

Financial information of a private business or any trade secrets they may need to disclose to a public body or agency. General discussion of tax incentives is not permitted.

What is permitted under the student, patient or resident of a state institution justification?

The public body may discuss any matter that may have an impact on the individual's status as a student, patient or resident of a state institution, either in a positive or negative way. The individual may request that any hearing be conducted in an open meeting.

What is permitted under the property acquisition justification?

The public body may only discuss purchasing, not selling, real property. Real property is land with or without structures. A discussion of purchasing equipment or software is not permitted here.

What is permitted under the security justification?

The public body may review security measures for all of the facilities and operations under their control.

Enforcement of the KOMA

What should I do if I think there has been a KOMA violation?

The KOMA can be enforced by anyone – private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KOMA violation.

1. You may file your own case in district court against the members of the public body or agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at www.ag.ks.gov.

What if I disagree with the findings of the county or district attorney?

You may file your own case in district court against the members of the public body or agency. The Attorney General will not review the findings of a county or district attorney. That is the role of the courts.

What happens if a violation is found?

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KOMA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KOMA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

What can the Attorney General do to a violator?

The Attorney General may fine individual members of the public body or agency up to \$500 for each violation, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, require future compliance with the KOMA, and require submission of proof of compliance. A violation of the KOMA may subject the individual to removal from office by ouster or recall.

What can a court do to a violator?

A court may fine individual members of the public body or agency up to \$500, require completion of Attorney General approved training, order the public body or agency to cease and desist from violating the KOMA, reverse any actions that were taken illegally, and potentially subject the individual to removal from office by recall or ouster.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

The KOMA is a civil statute, not criminal, so the violator will not be sent to jail under the KOMA.

NOTES

Understanding the Kansas Open Records Act (KORA)

The Purpose and Scope of the KORA

What is the purpose of the KORA?

The KORA is a law that permits the public to review or get copies of public records. There are two parts of the law. One part governs the procedure that public agencies must follow when someone requests a public record. The other part categorizes public records and, under certain circumstances, permits an agency to withhold public records.

What are public records?

Public records are records made, maintained, kept by or possessed by a public agency, or any officer or employee of a public agency pursuant to the officer's or employee's official duties, regardless of location, which are related to the functions, activities, programs or operations of any public agency. They may be in any form, including electronic storage and emails. The content of records varies widely; some track the routine activities of government while others contain personal information about citizens and businesses.

Why would a public agency have personal information about citizens and businesses?

Public agencies have regulatory responsibilities that require gathering personal information. Common examples include tax returns, driver's licenses and automobile registration. Many professions are licensed, such as doctors, dentists, cosmetologists, attorneys and accountants to name a few. Personal information is collected as a part of the initial licensing, but also in case of complaints and investigations.

What types of groups are subject to the KORA?

The KORA applies to State of Kansas agencies and all of the political and taxing subdivisions in Kansas. There are approximately 4,000 groups and organizations that fall into this category. The KORA may also apply to other organizations if they were created or controlled by a public agency or act on behalf of a public agency.

How do you know if a group is going to be subject to the KORA?

That is determined by looking at all of the facts surrounding the creation and operation of the group. We also look at what services are provided by a group. If a group is providing a governmental service, it is more likely they will be subject to the KORA.

The KORA does not apply to the records of private citizens or groups such as church groups, private clubs, private corporations or businesses or any other associations.

Does the KORA apply to court records?

Generally, yes, however the KORA permits the judicial branch to make its own rules for reviewing or obtaining records. Those rules are posted on the Kansas Supreme Court website and at the district courts throughout the state. The KORA does not apply to records made, maintained or kept by individual judges.

Is the KORA the same as the Freedom of Information Act (FOIA)?

No, the FOIA is the federal law that applies to records of the federal government. The FOIA and the KORA are different laws that have similar provisions, but are not exactly the same.

Procedures for Obtaining Copies of Public Records

How do I request a record?

The best place to begin is with either the public agency's designated record custodian or Freedom of Information Officer. One staff member may fill both roles. In either case, they will assist you with your request.

Do I have to put my request in writing?

A public agency may require you to do that, but not on any particular form. The reason for this requirement is so both you and the public agency are clear on what records you are seeking.

Who can request a record?

Anyone. There is no requirement that the person making the request have any special relationship to the record. There is no special status for any person making a record request, even if the record is about them.

What may the public agency ask of me when I request records?

The public agency may ask you for your name and address. It is optional, but the agency may ask you for some form of proof of your identity.

Do I have to go in person to the place where the records are kept to make my request?

No, you may make your request from anywhere. Many record transactions are handled through the mail or even online.

What do I do if the public agency that has the records doesn't have any full-time staff or regular business offices?

The KORA permits very small public agencies that do not have regular office hours to establish reasonable hours when you can inspect or copy records, but the agency may require 24 hour notice. All of the other requirements for access remain the same.

May I take a public record and have it copied elsewhere?

Not without the record custodian's written permission. If copies cannot be made where the records are kept, the custodian will make arrangements to have a copy made. Public record custodians are required to keep original documents safe, so they will be available for any person who might request that record.

Responding to Record Requests

When can I expect to receive the records?

It depends upon the availability of the records. Some records may be provided at the time they are requested, others may have to be gathered and reviewed before releasing them.

What is the "three day" requirement?

A public agency must act upon your request as soon as possible, but not more than three business days later, beginning the day after the request was received.

Does this mean I will get the records in three days?

No, the public agency must communicate with you within those three days. The public agency may provide the records, or explain that they do not have the records you want, or may inform you that the search or review is underway and will be completed as soon as possible.

Is there a deadline when the records must be given to me?

No, each request and record is unique, although if there is a delay, the record custodian should provide a time estimate to you. Some records may need to be gathered from remote locations. Other records that contain closed portions must be reviewed and appropriately redacted or blacked out.

Does the KORA require that a public agency answer my questions?

No, the KORA only applies to records as they exist at the time you ask for them. If you are asking for information, analysis or an explanation about a policy, you might get them, but not under the rules of the KORA. The KORA does not require an agency to do research for you or provide written answers to your questions.

May I request records that will be created in the future?

No, records not yet in existence are not subject to the KORA. Even though many records are routinely created, such as meeting minutes and monthly financial reports, your request must be made after the records are created and available.

KORA and Fees

May a public agency charge fees for accessing or copying records?

Yes, the KORA permits public agencies to recover their actual costs for gathering and copying records. Public agencies are not permitted to collect per page fees for electronic and paper copies.

What kinds of fees are allowed?

The agency may only charge the direct cost for staff time to gather, review, photocopy and send the records to you. The agency may not charge for overhead or indirect costs, such as the cost of employee benefits.

Can I request an itemized statement of the costs a public agency incurred in responding to my public records request?

Yes, if requested a public agency is required to provide an itemized statement of the costs it incurred and charged in fulfilling your public records request. This statement must include the hourly rates for each employee involved in processing the request, as well as a breakdown of any other fees related to providing access to or copies of the records.

Is there a standard fee schedule that all public agencies must use?

No, the KORA permits each public agency to establish their fees. However, they must represent their best estimate for actual costs.

Can a public agency charge a flat fee for certain records instead of basing the cost on actual staff time?

No, a public agency may not charge a flat fee for records unless such a fee is specifically authorized by statute. Fees for public records must reflect the actual costs incurred in responding to the request, including the hourly rates of staff involved and any other itemized expenses.

May a public agency collect fees in advance?

Yes, the KORA allows public agencies to collect estimated fees in advance. If the actual cost is less, you will be refunded the difference. If it is more, the agency may bill you for the additional costs.

What happens if I don't respond to a fee estimate or cost request from a public agency for my records request?

If the public agency has made reasonable efforts to contact you using the communication method you provided and you do not respond to the fee estimate or cost request by the end of the third business day, your records request may be considered withdrawn. To resume the process, you must re-contact the agency and confirm you want to proceed with the request.

What happens if fulfilling a public records request will take more than five hours or cost more than \$200 in staff time?

If a records request is expected to take more than five hours or cost over \$200 in staff time, the public agency must make reasonable efforts to contact the requester. The purpose is to engage in a discussion about ways to potentially reduce or mitigate the cost. However, the requester is not required to agree to any cost-reducing changes.

What can I do if I believe the fees are unreasonable?

If the records are from an executive branch state agency under the jurisdiction of the governor, there is an appeal process through the Secretary of Administration. If the records are from another public agency, you may complain to the county or district attorney or the attorney general. If the public agency can justify the fees and the fees are based upon actual costs, then the fees are reasonable.

Prohibited Uses of Public Records

May I use a public record that contains names and/or addresses on it, so I can contact the people on the list to offer goods or services for sale?

No, the KORA prohibits using lists of names and addresses as a marketing tool except in very limited cases, such as professional organizations that offer educational opportunities for licensed individuals.

If I request a public record that contains names and addresses on it, do I have to sign a special form?

Yes, the KORA permits the public agency to require that you certify that you will not use the names and addresses for any prohibited purposes. If you do not sign the form, the public agency does not have to provide you the records.

Record Content and Accessibility

Is there a general rule about public records being open?

Yes, unless a record is specifically closed by law, all public records are open for inspection and any person may view them to make their own notes or ask for copies from the public agency.

How will I know if a record is closed by law?

Ask for a copy of the record you would like to see. If it is closed, the record custodian will tell you and provide you the appropriate source of the law that closes the record.

Who decides that records are closed?

The legislature reviews and approves all the laws that close records. They have adopted general policies for closing public records. They are:

- The public record is of a sensitive or personal nature concerning individuals.
- The confidentiality of the public record is necessary for the effective and efficient administration of a governmental program.
- The public record affects confidential information.

How many records are closed?

There are more than 300 specific records closed by Kansas law. Many other records are closed by federal law. Many of the records that may be closed contain information that individuals and businesses are required to provide to the government, such as tax returns, reports of infectious diseases or private financial information. Federal laws close individual medical records and driver's license information.

Does the record custodian have any authority to release these records?

In some limited cases, yes. The law that closes a record may contain conditions that temporarily close a record or grant the record custodian the discretion to release a record.

For example, sealed bids are closed, but only until the bid contract is awarded, then the records are open. Another example is when the record custodian must use his or her judgment about whether a record contains information of a personal nature and disclosing the information would be an unwarranted invasion of personal privacy.

Enforcement of the KORA

What should I do if I think there has been a KORA violation?

The KORA can be enforced by anyone -- private citizens, the county or district attorney, or the Attorney General. You have three options if you think there has been a KORA violation.

1. You may file your own case in district court against the public agency.
2. You may file a complaint with the county or district attorney.
3. You may file a complaint with the Office of the Attorney General. If you decide to file a complaint with the attorney general's office, you must use the complaint form available online at www.ag.ks.gov.

What if I disagree with the county or district attorney's conclusions?

You may file your own case in district court against the public agency. The Attorney General will not review the decisions of a county or district attorney. That is the role of the courts.

What happens if a violation is found?

That depends upon the situation. If we find that a violation has occurred, depending upon the severity, the typical resolution is to enter into a settlement agreement such as a consent order. We are seeking compliance with the KORA and assuring that future violations do not occur.

If the circumstances show a pattern of willful disregard of the KORA rules, we may impose a finding of violation on the public body or agency, or take the individuals responsible to court.

What can the Attorney General do to a public agency if they violate the KORA?

The Attorney General may fine the public agency up to \$500 for each violation, require completion of Attorney General approved training, order the public agency to cease and desist from violating the KORA, require future compliance with the KORA, and require submission of proof of compliance.

What can a court do to a public agency if they violated the KORA?

The KORA provides that a district court in the county where the record is kept may look at disputed records in private and make a decision about what may be released.

The court may order that the documents be produced for you. If the public agency did not have a good faith reason to withhold the records, the court may fine the agency up to \$500 if the action is brought by the county or district attorney or Attorney General.

The court shall award attorney fees and costs to private parties if they bring the action, and the public agency did not act in good faith and with a reasonable basis in law.

KORA is not a criminal statute, so there is no possibility of anyone going to jail for violating KORA.

NOTES

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Office of the Kansas Attorney General
20 SW 10th Ave, 2nd Floor
Topeka, KS 66612

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Phillipsburg (“Owner”) and
Utility Service Company, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the
Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

WATER SYSTEM IMPROVEMENTS- TANK REHAB

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally
described as follows:

The Work described in Article 1 is the same as the Project in its entirety.

ARTICLE 3 – ENGINEER

3.01 The Owner has retained BG Consultants, Inc. (“Engineer”) to act as Owner’s
representative, assume all duties and responsibilities of Engineer, and have the rights and
authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has be designed by “Engineer”.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and
readiness for final payment as stated in the Contract Documents are of the essence of
the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 1, 2026, and
completed and ready for final payment in accordance with Paragraph 15.06 of the
General Conditions on or before November 1, 2026.

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4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$750.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, whether actual, direct, excess, or consequential, for such delay except for special damages (if any) specified in this Agreement.
- ~~C. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

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4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

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- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit and whose total is listed below.

Two Hundred Ninety Nine Thousand Eight Hundred Dollars and 00/100. \$299,800.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage);

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~~1) If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

Deleted

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 10 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **2** sheets with each sheet bearing the following general title: **Water Tank Improvements**.

7. Addenda (numbers [number] to [number], inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1, inclusive).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:
City of Phillipsburg, Kansas
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Utility Service Company, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: David Pollard
(typed or printed)

Title: Director of Bid Dept.
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: J. Shane Albritton, Secretary
(typed or printed)

Address for giving notices:

535 Courtney Hodges Blvd.
Perry, GA 31069

Designated Representative:

Name: David Pollard
(typed or printed)

Title: Director of Bid Dept.
(typed or printed)

Address:

535 Courtney Hodges Blvd.
Perry, GA 31069

Phone: 478-987-0303

Email: david.pollard@usgwater.com

License No.: N/A
(where applicable)

State: Georgia



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NOTICE TO PROCEED

Owner: City of Phillipsburg Owner's Project No.: _____
Engineer: BG Consultants, Inc. Engineer's Project No.: 25-1328M
Contractor: _____ Contractor's Project No.: _____
Project: Water System Improvements- Tank Rehab
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

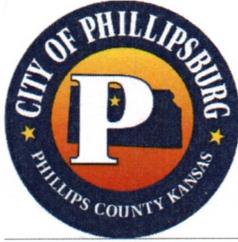
In accordance with the Agreement:

The number of days to achieve Substantial Completion is **100 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **125 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

None

Owner: City of Phillipsburg
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer



City of Phillipsburg

P.O. Box 447 • Phillipsburg, Kansas 67661 • Phone 785-543-5234
• Fax 785-543-2302

Resolution # 358

WHEREAS the City of Phillipsburg, Kansas has determined that the financial statements and financial reports for the year ended 2026 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Governing Body or the members of the general public of the City of Phillipsburg and;

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended 2026.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the City of Phillipsburg, Kansas, in a regular meeting duly assembled this 19th day of January, 2026 that the Governing Body request the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to the City of Phillipsburg for the year ended 2026.

BE IT FURTHER RESOLVED that the Governing Body shall cause the financial statements and financial reports of the City of Phillipsburg to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

Adopted this 19th day of January, 2026.

Lance R. Munyon, Mayor

Attest: _____
Brandi Spray, City Clerk

FIRST NATIONAL BANK *and* TRUST

PHILLIPSBURG LOGAN LONG ISLAND

SMITH COUNTY BANK • SMITH CENTER

SOLOMON VALLEY BANK • BELOIT

KANSAS

January 9, 2026

Phillipsburg Public Building Commission

RE: Kansas Collateral Pool Transition – 2025 HB 2152

Dear Phillipsburg Public Building Commission,

First National Bank and Trust appreciates your patience and our ongoing relationship as we navigate the new Kansas Collateral Pool program together.

As you are likely aware, pursuant to the provisions of 2025 HB 2152, the State of Kansas has established the Kansas Collateral Pool under the administration of the Kansas State Treasurer. This program replaces the previous practice of separately pledging collateral to secure each public depositor's funds.

As part of the transition to the pooled collateral system, depository institutions are required to release individual collateral pledges that are no longer necessary once deposits have been secured under the pooled collateral structure.

Our financial institution currently holds collateral pledged specifically to secure deposits of your entity. To facilitate the transfer of pledged collateral from your entity to the Kansas Collateral Pool with the State Treasurer's Office, we are requesting your acknowledgment of the program and consent to release all securities pledged to your entity at the time of conversion into the Kansas Collateral Pool so that we may pledge sufficiently in accordance with Kansas law.

Please review the acknowledgment below, sign, and return it to the Depository at your earliest convenience.

Sincerely,



Greg Saville
President and CEO

P.O. Box 627 • Phillipsburg, KS 67661 • 785.543.6511

P.O. Box 7 • Logan, KS 67646 • 785.689.7493 • P.O. Box 36 • Long Island, KS 67647 • 785.854.7441

SMITH COUNTY BANK - Branch of First National Bank and Trust • P.O. Box 389 • Smith Center, KS 66967 • 785.282.3100

SOLOMON VALLEY BANK - Branch of First National Bank and Trust • P.O. Box 562 • Beloit, KS 67420 • 785.534.1390

www.agbank.bank

ACKNOWLEDGMENT AND CONSENT TO RELEASE PLEDGED COLLATERAL

The undersigned, being the duly authorized representative of Phillipsburg Public Building Commission (the "Entity"), hereby acknowledges and consents as follows:

1. The Entity confirms that all public moneys deposited with First National Bank and Trust ("Depository") under a separate collateral pledge have been properly secured under Kansas public funds law by the Kansas Collateral Pool established under 2025 HB 2152.
2. The Entity hereby consents to the release of all collateral currently pledged by the Depository to secure such deposits in the Entity's name in order to facilitate the transfer of the collateral to the Kansas Collateral Pool.
3. The Entity understands that the release will be processed in coordination with the Kansas State Treasurer, acting as Pool Administrator, and that all records of such release will be maintained as part of the statewide pooled collateral system.
4. Upon release, the Depository, the collateral custodian, and the Administrator shall be discharged from any further obligation under the prior collateral pledge agreement solely with respect to the deposits secured by the collateral released.
5. The Entity's deposits at the Depository shall be secured utilizing methods authorized by Kansas law, including but not limited to, pledging to the Kansas Collateral Pool.
6. The Entity acknowledges that any future deposits of public moneys maintained with the Depository will be secured under the pooled collateral method in accordance with 2025 HB 2152 and all applicable rules and regulations.

Authorized Signature: _____
Printed Name: _____
Title: _____
Public Entity: _____
Date: _____

Please return this executed acknowledgment to:

First National Bank and Trust
225 State Street
Phillipsburg, KS 67661

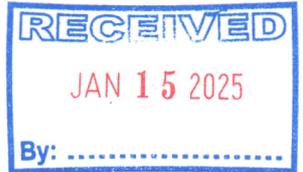
FIRST NATIONAL BANK *and* TRUST

PHILLIPSBURG LOGAN LONG ISLAND

SMITH COUNTY BANK · SMITH CENTER

SOLOMON VALLEY BANK · BELOIT

KANSAS



January 13, 2026

City of Phillipsburg
Ms. Brandi Spray
P.O. Box 447
Phillipsburg, KS 67661-0447

RE: Kansas Collateral Pool Transition – 2025 HB 2152

Dear Brandi,

First National Bank and Trust appreciates your patience and our ongoing relationship as we navigate the new Kansas Collateral Pool program together.

As you are likely aware, pursuant to the provisions of 2025 HB 2152, the State of Kansas has established the Kansas Collateral Pool under the administration of the Kansas State Treasurer. This program replaces the previous practice of separately pledging collateral to secure each public depositor's funds.

As part of the transition to the pooled collateral system, depository institutions are required to release individual collateral pledges that are no longer necessary once deposits have been secured under the pooled collateral structure.

Our financial institution currently holds collateral pledged specifically to secure deposits of your entity. To facilitate the transfer of pledged collateral from your entity to the Kansas Collateral Pool with the State Treasurer's Office, we are requesting your acknowledgment of the program and consent to release all securities pledged to your entity at the time of conversion into the Kansas Collateral Pool so that we may pledge sufficiently in accordance with Kansas law.

Please review the acknowledgment below, sign, and return it to the Depository at your earliest convenience.

Sincerely,

A handwritten signature in black ink that appears to read "Greg Saville".

Greg Saville
President and CEO

P.O. Box 627 · Phillipsburg, KS 67661 · 785.543.6511

P.O. Box 7 · Logan, KS 67646 · 785.689.7493 · P.O. Box 36 · Long Island, KS 67647 · 785.854.7441

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SOLOMON VALLEY BANK - Branch of First National Bank and Trust · P.O. Box 562 · Beloit, KS 67420 · 785.534.1390

www.agbank.bank

ACKNOWLEDGMENT AND CONSENT TO RELEASE PLEDGED COLLATERAL

The undersigned, being the duly authorized representative of City of Phillipsburg (the "Entity"), hereby acknowledges and consents as follows:

1. The Entity confirms that all public moneys deposited with First National Bank and Trust ("Depository") under a separate collateral pledge have been properly secured under Kansas public funds law by the Kansas Collateral Pool established under 2025 HB 2152.
2. The Entity hereby consents to the release of all collateral currently pledged by the Depository to secure such deposits in the Entity's name in order to facilitate the transfer of the collateral to the Kansas Collateral Pool.
3. The Entity understands that the release will be processed in coordination with the Kansas State Treasurer, acting as Pool Administrator, and that all records of such release will be maintained as part of the statewide pooled collateral system.
4. Upon release, the Depository, the collateral custodian, and the Administrator shall be discharged from any further obligation under the prior collateral pledge agreement solely with respect to the deposits secured by the collateral released.
5. The Entity's deposits at the Depository shall be secured utilizing methods authorized by Kansas law, including but not limited to, pledging to the Kansas Collateral Pool.
6. The Entity acknowledges that any future deposits of public moneys maintained with the Depository will be secured under the pooled collateral method in accordance with 2025 HB 2152 and all applicable rules and regulations.

Authorized Signature: _____
Printed Name: _____
Title: _____
Public Entity: _____
Date: _____

Please return this executed acknowledgment to:

First National Bank and Trust
225 State Street
Phillipsburg, KS 67661

City of Phillipsburg CD's

Account Number	Current Balance	Effective Int Rate	Open Date	Maturity Date	Last Maturity
32060	\$100,000.00	4.11	2/19/1996	1/12/2026	10/13/2025
35876	\$100,000.00	3.89	7/17/1998	3/13/2026	12/12/2025
36718	\$100,000.00	3.84	7/20/1999	3/17/2026	12/16/2025
37123	\$200,000.00	3.78	1/25/2000	3/24/2026	12/23/2025
38100	\$3,000.00	4.06	2/27/2001	1/27/2026	10/28/2025
38225	\$100,000.00	3.84	4/17/2001	3/17/2026	12/16/2025
38396	\$100,000.00	3.84	7/19/2001	3/19/2026	12/18/2025
39538	\$100,000.00	4.09	8/16/2002	1/16/2026	10/17/2025
39539	\$100,000.00	4.09	8/16/2002	1/16/2026	10/17/2025
40125	\$3,000.00	4.03	6/26/2003	2/26/2026	11/27/2025
42023	\$150,000.00	4.09	5/18/2006	1/22/2026	10/23/2025
42872	\$100,000.00	3.77	1/23/2007	3/31/2026	12/30/2025
43878	\$100,000.00	4.03	3/18/2008	2/24/2026	11/25/2025
43879	\$100,000.00	4.03	3/18/2008	2/24/2026	11/25/2025
43880	\$100,000.00	4.03	3/18/2008	2/24/2026	11/25/2025
43881	\$100,000.00	4.03	3/18/2008	2/24/2026	11/25/2025
43882	\$100,000.00	4.03	3/18/2008	2/24/2026	11/25/2025
46000	\$75,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
46001	\$100,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
46002	\$100,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
46003	\$100,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
46004	\$100,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
46005	\$100,000.00	4.09	2/4/2013	1/19/2026	10/20/2025
47210	\$100,137.12	3.89	12/22/2017	3/13/2026	12/12/2025
47211	\$100,137.12	3.89	12/22/2017	3/13/2026	12/12/2025
47212	\$100,137.12	3.89	12/22/2017	3/13/2026	12/12/2025
47213	\$100,137.12	3.89	12/22/2017	3/13/2026	12/12/2025
47352	\$100,000.00	3.84	6/29/2018	3/20/2026	12/19/2025
47360	\$100,000.00	3.78	7/5/2018	3/26/2026	12/25/2025
48211	\$9,000.00	4.03	5/18/2021	2/10/2026	11/11/2025