

OSAWATOMIE CITY COUNCIL
AGENDA

January 13, 2022

6:30 p.m. | Memorial Hall | 411 11th Street

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Invocation
5. Consent Agenda

Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action.

 - A. January 13th Agenda
 - B. Meeting Minutes
 - December 9th, 2021
 - December 30th, 2021 (Special Meeting)
 - C. Pay Application(s)
 - Western Consultants - \$3,514.00 – Wastewater Improvements
 - BG Consultants - \$17,400.00 – Wastewater Improvements
 - BG Consultants - \$2,090.00 – Wastewater Collection System PER
 - D. Council Report 2021-11
6. Comments from the Public

Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.
7. Public Hearing
 - None
8. Presentations, Proclamations, and Appointments
 - A. Oath of Office – Nick Hampson, Mayor
 - B. Oath of Office – Kenny Diehm, Kirk Wright, Dale Bratton, Tammy Filipin; City Council
 - C. Levee Certification Status Update – Wood Environment & Infrastructure Solutions, Inc.
9. Unfinished Business
 - A. Resolution 956 – Adoption of Levee EPP and Evacuation Maps (Glendening)
 - B. Resolution 941 – Consideration of Water Committee Recommendation (Glendening)
 - C. Resolution 946 – Annual Review of the City council Policies 101 – 109 (Scanlon)
10. New Business
 - A. Resolution 951 – Contract Mowing of City Maintained Property (Glendening)
 - B. Resolution 952 – Backwash Pump & Turbidimeters for Water Treatment Plant (Glendening)
 - C. Resolution 953 – First Consideration of Solar Development Agreement (Glendening)
 - D. Resolution 954 – Authorize PubWorks for Enterprise Management Software (Glendening)
 - E. Ordinance 3807 – Renewal of Kansas Gas Service Franchise Agreement (Glendening)
 - F. Resolution 955 – Municipal Investment Pool
 - G. Resolution 957 – Capital Improvement Plan Authorization (Glendening)
 - H. Resolution 958 – Public Offering – GO Bonds Series 2022A – Paving the Way
 - I. Resolution 959 – Directing Staff to poste RFP for the development of Community Housing on City-Owned Parcels (Scanlon)
 - J. Resolution 960 – Adopting the **List of 55** projects for 2022 (Scanlon)
 - K. Resolution 961 – Framework for Investment – Osawatomie Downtown District (Scanlon)
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
 - A. City-Provided Email Addresses and Chromebook Update

NEXT REGULAR MEETING – January 27, 2022

OSAWATOMIE CITY COUNCIL
AGENDA

January 13, 2022

6:30 p.m. | Memorial Hall | 411 11th Street

- 14. Executive Session (**20 minutes**)
- 15. Adjourn

NEXT REGULAR MEETING – January 27, 2022

Osawatomie, Kansas. **December 9, 2021.** The Council Meeting was held at the Memorial Hall located at 411 11th Street. Pro Tem Mayor Karen LaDuex called the meeting to order at 6:30 p.m. Council members present were Dickinson, LaDuex, Macek, Diehm, Wright, Walmann, Hampson and Caldwell. Mayor Govea was absent. City Staff present at the meeting were City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, Chief Building Official Ed Beaudry, Assistant to the City Manager Samantha Moon, and City Attorney Richard Wetzler. Members of the public were: Dale Bratton, Joy Reavis, Virginia Adams, Philip Reavis, Ron Dowd, Donna Koontz, Dale Koontz, Lori Moon, Mike Moon, Wayne Ova, Greg Crouch and Hillary McVay.

INVOCATION. – Pastor Wayne Ova – Faith Baptist

CONSENT AGENDA. Approval of December 9th Agenda, November 18th Council Minutes, November 23, 2021 Special Council Meeting Minutes, Pay Application – BG Consultants - \$12,000 – WWTP Improvements, Pay Application – BG Consultants - \$14960.00 – Wastewater Improvements, Pay Application – BG Consultants - \$3,040.00 – Wastewater Collection System, Pay Application – BG Consultants - \$260.00 – Drinking Water. **Motion** made by Hampson, seconded by Dickinson to approve the consent agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Ron Dowd – on behalf of the Committee of Landlords they want to say they appreciate all the hard work that Mike Scanlon, Ed Beaudry, Sam Moon and everyone else that helped work on the Healthy Homes agreement. They feel like they have come up with a resolution that they can all agree on and that will be beneficial to both the City of Osawatomie and the landlords.

Hillary McVay – Opposed to the proposed landlord ordinance and would like to present his reasons why he is opposed.

PUBLIC HEARINGS. – None.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.

WATER STUDY COMMITTEE PRESENTATION AND RECOMMENDATION – Chairman Mike Moon presented the water study committee presentation and the recommendation of the committee regarding an affordable solution to repair/replace the aging water plant and distribution system.

UNFINISHED BUSINESS.

ORDINANCE 3802 – HEALTHY RENTAL HOMES – Building Official Ed Beaudry reviewed the changes that were made in Ordinance 3802 since the last meeting. The ordinance in the agenda packet does not show those changes. The correct ordinance was displayed on the projector screen. Those changes included a change in board members and a deletion of section b under 17-311. **Motion** made by Walmann, seconded by Hampson to approve Ordinance 3802 – Creating Chapter 17 of the City's codified ordinances for the purpose of regulating and ensuring

the safety of residential rental property in the City of Osawatomie, Kansas and to be title “Healthy Rental Homes” as presented. Yeas: All.

NEW BUSINESS.

RESOLUTION 941 –ACCEPTING RECOMMENDATION OF WATER STUDY COMMITTEE - This resolution will be brought back in January so that council has a chance to review it and to ask questions.

RESOLUTION 942 – SETTING FLOATING HOLIDAY FOR 2022 – City Manager Scanlon recommended that Friday, December 23, 2022 be set as the floating holiday for the calendar year 2022 as presented. **Motion** made by Hampson, seconded by Walmann to accept Resolution 942 – Designating the floating holiday for 2022 as presented. Yeas: All.

RESOLUTION 943 – REPAIR OR RECONSTRUCTION OF THE SANITARY SEWER – This resolution formally approves the Wastewater Treatment Plant project and authorizes the issuance of GO Bonds to finance the current project as well as roll into these bonds, existing sewer bonds from 2013 (also for the sewer plant) into a single issue. **Motion** made by Macek, seconded by Dickinson to approve Resolution 943 – Authorizing and providing for the alteration repair or reconstruction of a sanitary sewer in the City; and providing for the payment of the costs thereof as presented Yeas: All.

RESOLUTION 944 – NEW CONSTRUCTION BUILDING INCENTIVE – This incentive will give new home builders a 40 percent reduction in permit fees and planning fees. This reduction would be based on the total square footage of the primary structure. **Motion** made by Hampson, seconded by Caldwell to approve Resolution 944 – New Housing Construction Incentive Program as presented. Yeas: All. Wright abstained due to conflict of interest.

RESOLUTION 945 – REESTABLISHING THE TOURISM COMMITTEE AND MODIFYING POWERS AND RESPONSIBILITIES. This resolution would implement four organizational and community realignment steps one of which was the creation of four signature events and the reestablishment and appointment of a tourism committee. Those events would be John Brown Jamboree 2.0, Lights on the Lake, Freedom Festival and the Border Wars Barbeque. This resolution will be brought back in January to allow council time to review it and ask questions.

RESOLUTION 946 – ANNUAL REVIEW OF THE CITY COUNCIL POLICIES 101-107 – This resolution will be brought back in January to allow council time to review it and to ask questions.

RESOLUTION 947 – CALLING FOR A CITY COUNCIL MEETING ON DECEMBER 30, 2021. **Motion** made by Dickinson, seconded by Diehm to approve Resolution 947 – Setting a city council meeting for December 30, 2021 to close out city business and make the appropriate budget adjustment for the 2021 budget year as presented. Yeas: All.

RESOLUTION 948 – ESTABLISHING NEXT STEPS IN OZCOMMONS PLAN IMPLEMENTATION – City Manager Scanlon outlined eight steps for the implementation of the

OZCommons plan. **Motion** made by Caldwell, seconded by Dickinson to approve Resolution 948 Establishing implementation steps for OZCommons plan as presented. Yeas: All.

RESOLUTION 949 – OPT-IN OPIOID RESOLUTION – This resolution is intended to capture the minimum requirements of the Act; authorizing the city to enter into an agreement to release and assign any and all current and future opioid claims and certifying city costs associated with opioid abuse treatment and mitigation in excess of \$500. It also authorizes the city manager or administrator and/or the mayor to execute the agreements necessary for the city to have access to the settlement funds on behalf of the city. **Motion** made by Wright, seconded by Caldwell to approve Resolution 949 – Approving the execution and delivery of an agreement to release and assign the city's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500 as presented. Yeas: (7) Caldwell, Hampson, Diehm, Dickinson, LaDuex, Macek and Wright. Nays: (1) Walmann.

ORDINANCE 3804 – NEIGHBORHOOD REVITALIZATION PLAN EXTENSION – **Motion** made by Macek, seconded by Diehm to approve Ordinance 3804 – Extending the current neighborhood revitalization plan for a period of one year from and after January 1, 2022 as presented. Yeas: All. Wright abstained due to conflict of interest.

ORDINANCE 3805 – ADOPTING THE 2022 BUDGET FOR THE CITY OF OSAWATOMIE, KANSAS – **Motion** made by Wright, seconded by Hampson to approve Ordinance 3805 – Adopting the 2022 Budget of the City of Osawatomie, Kansas as presented. Yeas: All.

ORDINANCE 3806 – AUTHORIZATION TO SPEND ACCORDING TO THE APPROVED 2022 ANNUAL BUDGET – **Motion** made by Hampson, seconded by Caldwell to approve Ordinance 3806 – Authorizing expenditures by the City Manager from the 2022 Budget as presented. Yeas: All.

COUNCIL REPORTS.

Jeff Walmann – Thank you for the nice reception. I have enjoyed working with all of you.

MAYOR'S REPORT – Thanks to Mr. Beaudry and Mr. Ellis for all their hard work on the landlord licensing. Thank you to Kari Bradley and Sam Moon for the good job on Miracle on Main Street. Thanks to Bret Glendening for working on the Water Committee. Congratulations to Dee Roehl who won the 2nd Annual Chili Cook Off two years in a row. Dave Ellis won the peoples choice and Best Presentation. Just as a reminder there is a meeting on December 30th to close out the year. Thank you to Richard Wetzler and Jeff Walmann for their service.

CITY MANAGER & STAFF REPORTS. – We will be looking for a city attorney and city prosecutor. We have a request for qualifications that we will be sending out. Bret Glendening is working on a Everygy solar agreement. Osawatomie Growth and Attractions – we are looking at possible annexations to be brought before you that would allow for possible growth to the north. Bret Glendening continues to meet with BG Consultants regarding Paving the Way. We will start

slow the first year to make sure that we can get things done. Scanlon played a year in review video.

EXECUTIVE SESSION. - Motion made by Walmann, seconded by Caldwell to recess into executive session for 10 minutes for the discussion of the acquisition of real property. We will reconvene the open meeting at 8:48 p.m. The City Manager, Deputy City Manager and City Attorney to join the Mayor and Council. Yeas: All.

The council meeting resumed to open session at 8:48 p.m. with no action taken.

Motion made by Hampson, seconded by Dickinson to recess into executive session for 10 minutes for the discussion of the acquisition of real property. We will reconvene the open meeting at 9:00 p.m. The City Manager, Deputy City Manager and City Attorney to join the Mayor and Council. Yeas: All

The council meeting resumed to open session at 9:00 p.m. with no action taken.

OTHER DISCUSSION/MOTIONS.

Motion made by Hampson, seconded by Walmann to adjourn. Yeas: All. Mayor Pro Tem declared the meeting adjourned at 9:03 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

Osawatomie, Kansas. **December 30, 2021.** The Council Meeting was held at City Hall located at 439 Main Street. Mayor L. Mark Govea called the meeting to order at 4:00 p.m. Council members present were Dickinson, LaDuex, Macek, Diehm, Wright, Hampson and Caldwell. Council Member Walmann was absent. City Staff present at the meeting were City Manager Mike Scanlon, Deputy City Manager Bret Glendening, City Clerk Tammy Seamands, Assistant to the City Manager Samantha Moon, and Nuisance Officer David Ellis. Members of the public were: Rob Roberts, George Pretz, Cindy Govea and Dale Bratton.

INVOCATION. – Lawrence Dickinson

CONSENT AGENDA. Approval of December 30th Agenda, Council Report 10-21, 2022 CMB Permits. **Motion** made by LaDuex, seconded by Dickinson to approve the consent agenda as presented. Yeas: All.

COMMENTS FROM THE PUBLIC.

Rob Roberts and George Pretz- Miami County is honoring all of the Mayor's in the Miami county that are leaving their position as Mayor. They want to recognize Mark Govea and thank him for giving back to the community. Roberts read the proclamation from Miami County Commissioners proclaiming December 30th as Mark Govea Day in Miami County, Kansas.

City Manager Scanlon presented a plaque and a gavel to Mark Govea from the City of Osawatomie and thanked him for all he has done for the community. Council Member LaDuex read the poem "The Road Not Taken" by Robert Frost.

PUBLIC HEARINGS.

2021 BUDGET AMENDMENT HEARING – Scanlon reviewed the budget amendment. Mayor Govea opened the hearing at 4:17 p.m. The mayor asked if there were any comments, questions or concerns from the public. Hearing no comments, the mayor again stated that at this time everyone has the opportunity to make comments on the 2021 Budget amendment. The mayor asked for a third time if there were any comments or concerns. Hearing no comments, the mayor closed the hearing at 4:18 p.m.

PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS. - None

UNFINISHED BUSINESS. - None

NEW BUSINESS.

RESOLUTION 950 –2021 BUDGET AMENDMENT CERTIFICATE-**Motion** made by LaDuex, seconded by Dickinson to approve Resolution 950 – Amending the 2021 Annual Budget. Yeas: All.

OTHER DISCUSSION/MOTIONS.

Motion made by LaDuex, seconded by Lawrence to adjourn. Yeas: All. Mayor Govea declared the meeting adjourned at 4:20 p.m.

/s/ Tammy Seamands
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL OPERATING	OSAWATOMIE GOLF COURSE	NOVEMBER 2021 - CITY MANG	54.00
			NOVEMBER 2021 - CITY MANG	<u>54.00</u>
			TOTAL:	108.00
ADMINISTRATION	GENERAL OPERATING	OSAWATOMIE CHAMBER OF COMMERCE	TABLE - CHAMBER DINNER	200.00
			UTLITILES	1.50
		CITY OF OSAWATOMIE	UTLITILES	894.90
			LASER CHECKS - IMPRINTED	387.34
		NAVRAT'S OFFICE PRODUCTS INC	MOON - HILTON	876.96
			ROLL STORAGE BOXES	103.42
		FIRST OPTION BANK	BUSINESS CARDS - BRET	33.86
			REVITALIZING SMALL TOWN WE	149.00
			SALES TAX REFUND	2.88-
			CAPITAL PLAZA - SEAMANDS	226.84
			CAPITAL PLAZA - GOVEA	226.84
			CAPITAL PLAZA - CALDWELL	226.84
			OFFICE CHAIR	149.99
			DRY ERASE MARKER	4.18
			CASH BANDS	17.98
			KS GOV FINC OFF ASSOCIATIO	75.00
			MEMBERSHIP - ICMA	860.00
			UNEMPLOYMENT - 11/05/21	8.36
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/19/2021	11.27
			GAS SERVICE	221.49
		KANSAS GAS SERVICE	KACM FALL CONF - BRET	175.00
			FILTERS	66.56
		LEAGUE OF KS MUNICIPALITIES	BIC ROUNDSTIC BP MED BLK 6	3.99
			VALIDITY:CREDIT REPORT BG	13.00
		WAL-MART CAPITAL ONE	ADVERTISING - BEST OF MICO	610.00
			NOVEMBER 2021 - MH CUSTODI	375.00
		QUILL CORPORATION	REFUSE SERVICE	17.80
			11/05/21 - GUARDIAN	18.64
		MISCELLANEOUS VALIDITY	GUARDIAN - 11/19/21	18.64
			HUMANA INSURANCE CO.	2,552.58
		NPG NEWSPAPERS INC	HUMANA INSURANCE CO.	113.08
			HUMANA INSURANCE CO.	27.74
		TALLEY, DEBBIE	INSURANCE - 11/19/21	2,552.58
			INSURANCE - 11/19/21	113.08
		WASTE MANAGEMENT	INSURANCE - 11/19/21	27.74
			KPERS - 11/05/2021	1,778.13
		GUARDIAN	KPERS - 11/19/21	1,789.10
			NOVEMBER 2021 - ICMA 11/05	285.68
		HUMANA INSURANCE CO.	NOVEMBER 2021 - ICMA 11/19	290.76
			EFTPS - 11/05/21	1,453.81
		KCPERS	EFTPS - 11/19/2021	1,574.99
			TELEPHONE & INTERNET	107.87
		VANTAGEPOINT TRANSFER	COPIES	719.72
			COPIER LEASE	13.02
		EFTPS	COPIER LEASE	82.66
			SHREDDING SERVICE	30.90
		CENTURYLINK	CITY ATTORNEY - OCT 2021	834.94
			UTILITIIES	18.14
		RICOH USA, INC.		7,548.00
				3,547.65
		RICOH USA, INC.	CDBG-CB ADMINISTRATION	3,750.00
			RENT FOR HOLIDAY PARTY	775.00
		RICOH USA, INC.		
		REDISHRED KANSAS INC.		
		WETZLER, RICHARD S		
		EVERGY		
		LIPPERT MECHANICAL SERVICE CORP		
		WESTERN CONSULTANTS		
		THE CORNERSTONE		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PAYCHEX	PAYROLL SERVICES	468.68
			PAYROLL SERVICES	501.55
			PAYROLL SERVICES	527.57
			PAYROLL SERVICES	208.58
		PLUM CREEK PROPERTIES	TRASH SERVICE	42.00
			10 ACRES	90,004.81
		TEXTMYGOV	SOFTWARE & SUPPORT	<u>3,200.00</u>
			TOTAL:	130,911.88
CODES ENFORCEMENT	GENERAL OPERATING	FIRST OPTION BANK	SALES TAX REFUND	7.43-
			JACKET	57.48
		BEACHNER GRAIN INC	BENTONITE	51.00
		RURAL WATER DIST. #1	WATER	18.05
			WATER	54.73
		PAOLA DO IT BEST HARDWARE	GREEN TARPS FOR POUND	21.98
		WEX BANK	FUEL	417.43
		WASTE MANAGEMENT	ROLL OFF - 1133 WALNUT	1,421.32
			ROLL OFF FOR 1133 WALNUT	20.23
			40 YD ROLLOFF - 1133 WALNU	990.85
		DREXEL TECHNOLOGIES INC	CAT DRAWNIGS	149.30
		MFA OIL COMPANY	FUEL	18.31
		GUARDIAN	11/05/21 - GUARDIAN	9.32
			GUARDIAN - 11/19/21	9.32
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	1,182.64
			HUMANA INSURANCE CO.	49.16
			HUMANA INSURANCE CO.	13.04
			INSURANCE - 11/19/21	1,182.64
			INSURANCE - 11/19/21	49.16
			INSURANCE - 11/19/21	13.04
		KASPER AUTO PARTS	NAPA NIGHT VISION VIVID	34.49
		KPERS	KPERS - 11/05/2021	512.35
			KPERS - 11/19/21	672.54
			11/05/21 - AFTER RETIREMEN	519.44
			KPERS - AFTER RETIREMENT 1	624.60
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	38.47
			NOVEMBER 2021 - ICMA 11/19	43.73
		EFTPS	EFTPS - 11/05/21	528.61
			EFTPS - 11/19/2021	694.00
		EVERGY	UTILITIES	267.55
		COMMERCIAL CAPITAL LEASING, LLC	HP DESIGN JET T2600 MFP LE	<u>195.00</u>
			TOTAL:	9,852.35
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	FOUR WHEEL ALIGNMENT	298.65
		CITY OF OSAWATOMIE	UTLITILES	702.57
		O'REILLY AUTO PARTS	DRVSHFT CPLR	6.19
			SPARK PLUG, GASKET, MANIFO	56.70
		FIRST OPTION BANK	KEY RACK & KEY RINGS	23.98
			MAGNETIC MIC	42.03
			BUSINESS CARDS	26.99
			UNIFORM SUPPLIES	356.00
			DURACELL BATTERIES	25.50
			PEN GIFTS	15.98
			KRAFT ENVELOPES	42.47
			COMMAND HOOKS	13.85
			UNIFORM SUPPLIES	222.30
			UNIFORM TAPE	6.99

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			WALL CABINET	25.99
			DRUG TESTING SUPPLIES	397.08
			DR LOCK KEYED	10.93
			HOLDER & NAME PLATES	68.95
			WATER	12.00
			UNIFORM TAPE	6.99
			TACTICAL PATCH	19.99
			DAVIS & STANTON	148.00
			HORNADY VARMINT EXPRESS	149.95
			FOOD	104.31
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	11.87
			UNEMPLOYMENT - 11/19/2021	11.64
		KANSAS GAS SERVICE	GAS SERVICE	36.70
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	14.86
		GALL'S INC	BUNGEE, CASE, POUCH, BELT,	693.61
			CLIP ON POLY/WOOL TIE TAC	349.10
			ACCUMOLD ELITE EQUIPMENT	68.85-
			CUFF CASE, GLOVE POUCH, TW	161.93
			MENS PERFORM POLOS & JACKE	327.25
		MISCELLANEOUS POLSTER, SCOTT	POLSTER, SCOTT:REIMBURSEME	130.20
		NEW CENTURY DODGE CHRYSLER JEE	SENSOR - STEERING WHEEL	80.80-
			ENGINE REPAIR - COOLER HOS	283.60
		GENERATOR SERVICES INC	SEMI ANNUAL GENERATOR INSP	270.00
		T MOBILE	PHONE & INTERNET	43.96
		WEX BANK	FUEL	2,426.70
		WASTE MANAGEMENT	REFUSE - PD	109.71
		GUARDIAN	11/05/21 - GUARDIAN	30.29
			GUARDIAN - 11/19/21	30.29
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	3,502.84
			HUMANA INSURANCE CO.	233.19
			HUMANA INSURANCE CO.	42.94
			INSURANCE - 11/19/21	3,502.84
			INSURANCE - 11/19/21	233.19
			INSURANCE - 11/19/21	42.94
		KASPER AUTO PARTS	WHEEL NUT	70.70
			ABS SENSOR & TIRE PRESSURE	273.85
			TIRE PRESSURE	60.95
			TIRE PRESSURE	37.97
			SENSOR - TPMS	37.97
			OIL PRESSURE SWITCH	40.93
			WIPER BLADE	51.92
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL/DR	47.00
		KPERS	KPERS - 11/05/2021	2,595.55
			KPERS - 11/19/21	3,072.94
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	18.75
			NOVEMBER 2021 - ICMA 11/19	18.75
		EFTPS	EFTPS - 11/05/21	2,070.50
			EFTPS - 11/19/2021	2,398.83
		CENTURYLINK	TELEPHONE & INTERNET	107.30
		REDISHRED KANSAS INC.	SHREDDING SERVICE	30.90
		AUTOZONE STORE 1632	MANIFOLD CONVERT	409.39-
		CENTRAL LAKE ARMOR EXPRESS, INC.	VESTS & COVERS	2,736.00
			TOTAL:	28,385.81
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTLITILES	345.20
		KANSAS GAS SERVICE	GAS SERVICE	157.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GUARDIAN	11/05/21 - GUARDIAN	2.33
			GUARDIAN - 11/19/21	2.33
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	386.95
			HUMANA INSURANCE CO.	15.80
			HUMANA INSURANCE CO.	4.19
			INSURANCE - 11/19/21	386.95
			INSURANCE - 11/19/21	15.80
			INSURANCE - 11/19/21	4.19
		EFTPS	EFTPS - 11/05/21	66.15
			EFTPS - 11/19/2021	<u>129.16</u>
			TOTAL:	1,516.97
STREETS & ALLEYS	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	11 X 20 TUBE	23.18
		CITY OF OSAWATOMIE	UTLITILES	2.57
			UTLITILES	160.48
			UTLITILES	0.00
			UTLITILES	584.30
		FIRST OPTION BANK	PUMP	59.99
		FAMILY CENTER FARM & HOME	BIT, SCREW, LEVEL, JOBBER	40.47
			GRIP HANDLE ELASTOSTART	15.49
			NUTS & BOLTS FOR ST SPREAD	3.03
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	1.11
		KANSAS GAS SERVICE	GAS SERVICE	115.10
		MIAMI LUMBER INC.	CONCRETE MIX, CEMENT	42.90
		NATIONAL SIGN COMPANY INC	SIGNS	500.00
		CHAMPION BRANDS LLC	SYNGOLD OIL, ANTIFREEZE, G	31.24
		RED BUD SUPPLY INC	NINJA ICE GLOVE, YAKTRAX P	377.10
		WEX BANK	FUEL	1,036.08
		WASTE MANAGEMENT	REFUSE SERVICE	69.68
		PALACE HARDWARE	G06984 5X2 DI	3.49
		MFA OIL COMPANY	FUEL	502.45
		GUARDIAN	11/05/21 - GUARDIAN	11.65
			GUARDIAN - 11/19/21	11.65
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	1,116.37
			HUMANA INSURANCE CO.	49.95
			HUMANA INSURANCE CO.	11.27
			INSURANCE - 11/19/21	1,116.37
			INSURANCE - 11/19/21	49.95
			INSURANCE - 11/19/21	11.27
		KASPER AUTO PARTS	ELECTRIC FUEL PUMP	151.98
		KPERS	KPERS - 11/05/2021	1,114.18
			KPERS - 11/19/21	1,222.37
		EFTPS	EFTPS - 11/05/21	405.76
			EFTPS - 11/19/2021	426.35
		OZARK READY MIX COMPANY	FLOWABLE FILL - HAUL	465.00
		NEXTRAN TRUCK CENTERS	F-(S)CABLE 15964663	<u>300.41</u>
			TOTAL:	10,033.19
PARKS & CEMETERIES	GENERAL OPERATING	CITY OF OSAWATOMIE	UTLITILES	2.57
			UTLITILES	160.48
			UTLITILES	69.62
		O'REILLY AUTO PARTS	BAND CLAMP, FUEL, BAND CLA	39.99
			FUEL XFR RETURN	23.00-
		FIRST OPTION BANK	FOOD	15.40
			BROOM	5.00
			CLEANING SUPPLIES	37.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CLEANING SUPPLIES	38.99
		KANSAS CITY WILBERT SI FUNERAL SERVIC	GRAVE OPENNINGS	3,369.80
		FAMILY CENTER FARM & HOME	CONCRETE MIX	44.90
			NUTS, BOLTS, MISC HARDWARE	18.49
			GLOVES	70.96
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	1.84
			UNEMPLOYMENT - 11/19/2021	0.27
		MIAMI LUMBER INC.	CONCRETE MIX, CEMENT	42.90
		RURAL WATER DIST. #1	WATER	18.00
		CHAMPION BRANDS LLC	SYNGOLD OIL, ANTIFREEZE, G	811.45
			SYNGOLD OIL, ANTIFREEZE, G	43.92
			SYNGOLD OIL, ANTIFREEZE, G	38.40
			SYNGOLD OIL, ANTIFREEZE, G	42.66
			SYNGOLD OIL, ANTIFREEZE, G	58.75
			SYNGOLD OIL, ANTIFREEZE, G	34.92
		ROYAL METAL INDUSTRIES, LLC	EXPANDED FLAT, SQ TUBE,ANG	401.15
		BOWES AUTOMOTIVE PRODUCTS	PATCHES	101.25
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL	90.00
			TOILET RENTAL	170.00
		WEX BANK	FUEL	532.83
		WASTE MANAGEMENT	REFUSE SERVICE	69.68
		PALACE HARDWARE	PARK DOOR PARTS	14.08
		MFA OIL COMPANY	FUEL	537.56
		GUARDIAN	11/05/21 - GUARDIAN	6.99
			GUARDIAN - 11/19/21	6.99
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	657.56
			HUMANA INSURANCE CO.	30.64
			HUMANA INSURANCE CO.	9.41
			INSURANCE - 11/19/21	657.56
			INSURANCE - 11/19/21	30.64
			INSURANCE - 11/19/21	9.41
		KASPER AUTO PARTS	FREIGHT - SHOP STOCK	17.49
			CUT OFF WHEEL 14	78.33
			MICRO2 FUSE - 20 AMP	10.90
			LAMP, GROMMET, PLUG, KIT	153.79
			SPARK PLUG	5.38
			PAINT - BLACK, GRAY PRIM	207.36
			BULK TRAILER WIRE	231.00
			BATTERY, LECTRA MOTIVE LUB	90.93
			ICE BLADES	494.60
		KPERS	KPERS - 11/05/2021	129.29
			KPERS - 11/19/21	162.55
		EFTPS	EFTPS - 11/05/21	307.89
			EFTPS - 11/19/2021	286.98
		EVERGY	UTILITIES	58.06
			TOTAL:	10,504.09
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTLITILES	460.45
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/19/2021	10.59
		KANSAS GAS SERVICE	GAS SERVICE	142.06
		WAL-MART CAPITAL ONE	FILTERS	95.00
		FELD FIRE	FELD FIRE ANNUAL COMP SVC	2,454.00
		BRADLEY AIR CONDITIONING & HEATING	REPLACED FILTER, RETAPED	127.82
		WEX BANK	FUEL	56.00
		WASTE MANAGEMENT	REFUSE SERVICE	278.71
		SHI INTERNATIONAL CORP	USB CHARGING PORT, BACKUPS	422.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		EFTPS	EFTPS - 11/19/2021	423.03
			TOTAL:	4,469.94
MUNICIPAL COURT	GENERAL OPERATING	MIAMI COUNTY MEDICAL CENTER	INMATE HEALTHCARE	90.35
			INMATE HEALTHCARE	117.15
		WELLPATH LLC	INMATE HEALTHCARE SERVICES	36.00
		GUARDIAN	11/05/21 - GUARDIAN	2.33
			GUARDIAN - 11/19/21	2.33
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	349.50
			HUMANA INSURANCE CO.	8.78
			HUMANA INSURANCE CO.	4.01
			INSURANCE - 11/19/21	349.50
			INSURANCE - 11/19/21	8.78
			INSURANCE - 11/19/21	4.01
		KPERS	KPERS - 11/05/2021	188.51
			KPERS - 11/19/21	169.47
		EFTPS	EFTPS - 11/05/21	144.68
			EFTPS - 11/19/2021	128.26
		VALENTINE, ROBIN L	PARALEGAL SERVICES	915.50
		WETZLER, RICHARD S	CITY PROSECUTOR - OCT 2021	1,923.72
			TOTAL:	4,442.88
LEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	UTLITILES	7.50
		MFA OIL COMPANY	FUEL	155.93
			TOTAL:	163.43
LIBRARY	GENERAL OPERATING	OSAWATOMIE CHAMBER OF COMMERCE	CHAMBER DINNER	25.00
		CITY OF OSAWATOMIE	UTLITILES	399.94
		FIRST OPTION BANK	10/31/21 - CREDIT CARD BIL	11.00
			FLAP TIE KITCHEN SPRING	1.00
			BOOKS	10.99
			BOOKS	45.44
			3D PRINTING PEN DISPLAY	43.87
			TUMBLERS	1.00
			SPA SOAP, BATHROOM, THE WO	4.00
			BOOKS	11.49
			CANDY & BUCKET	10.00
			PLATES, BALLOONS, FEATHERS	10.00
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	2.50
			UNEMPLOYMENT - 11/19/2021	3.22
		KANSAS GAS SERVICE	GAS SERVICE	55.21
		BAKER & TAYLOR	BOOKS	18.73
			BOOKS	77.31
			BOOKS	8.71
			BOOKS	3.02
			BOKOS	4.23
			BOOKS	14.90
			BOOKS	179.89
			BOOKS	12.73
			BOOKS	285.40
		WAL-MART CAPITAL ONE	RETURN	10.56-
			PROGRAM MATERIALS	49.52
		DEMCO INC	GLOSSY LABEL PROTECTORS CO	88.84
		NPG NEWSPAPERS INC	TREASURERS QTRLY REPORT	76.40
		T MOBILE	PHONE & INTERNET	154.55
			PHONE & INTERNET	154.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WASTE MANAGEMENT	REFUSE SERVICE	61.68
		PALACE HARDWARE	KEY	1.99
		MIDWEST TAPE	DIGITAL MEDIA	246.04
			DIGITAL MEDIA	233.92
		KWIKOM COMMUNICATIONS	INTERNET	145.00
		GUARDIAN	11/05/21 - GUARDIAN	4.66
			GUARDIAN - 11/19/21	4.66
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	203.20
			HUMANA INSURANCE CO.	8.78
			HUMANA INSURANCE CO.	4.66
			INSURANCE - 11/19/21	203.20
			INSURANCE - 11/19/21	8.78
			INSURANCE - 11/19/21	4.66
		FAMILY MEDICINE CLINICS OF MCMC	FAMILY MEDICINE CLINICS OF	47.00
		KPERS	KPERS - 11/05/2021	323.41
			KPERS - 11/19/21	311.92
		EFTPS	EFTPS - 11/05/21	334.40
			EFTPS - 11/19/2021	362.63
		CENTURYLINK	TELEPHONE & INTERNET	103.82
		RICOH USA, INC.	COPIES	62.77
		ROMERO, AURORAH	LIBRARY CLEANING	60.00
			LIBRARY CLEANING	60.00
		USBORNE & KANE MILLER BOOKS	BOOKS	114.39
			TOTAL:	4,664.45
TECHNOLOGY	GENERAL OPERATING	FIRST OPTION BANK	WEB SITE MAINT	100.00
			SERVER PROGRAMING UPDATES	69.68
			SERVER PROGRAMMING UPDATES	139.36
			WEBSITE BACKUP	8.95
			SALES TAX REFUND	9.17-
			SERVER PROGRAMMING UPDATES	1.39
			SERVER PROGRAMMING UPDATES	2.79
			SPAM FILTERING FOR PD	96.00
			WEBCAM	59.99
			WEBCAM	59.99
			HEADSET ADAPTER	92.25
			HEADSET ADAPTER	69.93
			SPEAKERS	112.75
			GEAKSTORAGE	61.00
			CHARGING CORD	13.98
			WEBCAM	70.42
			COMPUTER THERMOMETER	96.09
			MEMORY CARD	9.99
			MEMORY CARD	9.99
			MEMORY CARD	15.95
			DRURY INN - JUSTESEN	146.63
			BATTERY POWER BACKUP	42.99
			PROFESSIONAL MEMBER 1SACA	175.00
		MISCELLANEOUS BILL JUSTESEN	BILL JUSTESEN:TRAINING REI	16.16
		WEX BANK	FUEL	39.09
		VERIZON WIRELESS	PHONE & INTERNET	888.45
		KSFIBERNET	PHONE & INTERNET	410.84
		CENTURYLINK	PHONE & INTERNET	53.62
			PHONE & INTERNET	112.34
			PHONE & INTERNET	107.70
			PHONE & INTERNET	51.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		RICOH USA, INC.	COPIES	36.40
		KANSAS TURNPIKE AUTHORITY	B.JUSTESEN TOL VIOLATION	10.00
		SONLINE LLC	HIVE FABRIC - VIRTUAL MACH	1,440.00
		NITEL, INC.	PHONE & INTERNET	1,194.94
		NEXTIVA, INC.	PHONE & INTERNET	1,117.50
		TOSHIBA FINANCIAL SERVICES	PRINTERS AT PD	<u>184.62</u>
			TOTAL:	7,109.52
WATER ADMINISTRATION	WATER	WASTE MANAGEMENT	REFUSE SERVICE	<u>69.68</u>
			TOTAL:	69.68
WATER TREATMENT	WATER	CITY OF OSAWATOMIE	UTLITILES	8,625.53
			UTLITILES	141.16
		FIRST OPTION BANK	HEX CAP SCREW & NUT WASHER	595.82
			BOOT SCRAPER	19.99
			HOT CERAMIC DISC CART	18.33
			HOWARD - CLASS	118.00
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	5.74
			UNEMPLOYMENT - 11/19/2021	6.93
		MIAMI COUNTY HEALTH DEPT.	HEP B VACCINATIONS	260.00
		PAOLA DO IT BEST HARDWARE	INTERIOR WOOD GLUE	105.28
		USA BLUE BOOK	DISPENSER, SILICONE, AMMON	648.22
			AMMONIA POWDER, VINEGAR	238.09
			YLW/BLK SWEATSHIRT SMALL	53.95
			ANSI YELLOW SILICONE LUBRI	54.95
		HAWKINS INC	Chlorine	1,387.52
			Polymer	1,815.60
		WASTE MANAGEMENT	REFUSE SERVICE	35.49
		GUARDIAN	11/05/21 - GUARDIAN	9.32
			GUARDIAN - 11/19/21	9.32
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	848.11
			HUMANA INSURANCE CO.	35.10
			HUMANA INSURANCE CO.	9.41
			INSURANCE - 11/19/21	848.11
			INSURANCE - 11/19/21	35.10
			INSURANCE - 11/19/21	9.41
		KASPER AUTO PARTS	TUMBLER AND KEY LOCK	56.91-
			IGNITION LOCK CYLINDER	56.91
		KPERS	KPERS - 11/05/2021	651.64
			KPERS - 11/19/21	658.13
			11/05/21 - AFTER RETIREMEN	43.43
			KPERS - AFTER RETIREMENT 1	44.45
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	30.76
			NOVEMBER 2021 - ICMA 11/19	26.84
		EFTPS	EFTPS - 11/05/21	529.69
			EFTPS - 11/19/2021	561.48
		R. E. PEDROTTI CO., INC.	ASSEMBLY FLUIDICS MANIFOLD	<u>283.62</u>
			TOTAL:	18,764.52
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTLITILES	2.57
			UTLITILES	48.33
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40
		WEX BANK	FUEL	172.05
		CORE & MAIN LP	3/4 90 BEND MIPXP JCTS	22.74
			CC BRS SADDLE F/PVC	63.66
			REP CLPS	494.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			REP CLPS	328.54	
			261-107520-000 10X20 REP C	768.48	
			PVC (*NO LEAD)	164.94	
			S70-1003 10X3/4 CC BRS SAD	200.33	
		MFA OIL COMPANY	FUEL	118.38	
		GUARDIAN	11/05/21 - GUARDIAN	2.33	
			GUARDIAN - 11/19/21	2.33	
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	620.99	
			HUMANA INSURANCE CO.	27.63	
			HUMANA INSURANCE CO.	5.93	
			INSURANCE - 11/19/21	620.99	
			INSURANCE - 11/19/21	27.63	
			INSURANCE - 11/19/21	5.93	
		FAMILY MEDICINE CLINICS OF MCMC	PRE EMPLOYMENT PHYSICAL/DR	46.00	
		KPERS	KPERS - 11/05/2021	308.76	
			KPERS - 11/19/21	324.69	
		EFTPS	EFTPS - 11/05/21	320.20	
			EFTPS - 11/19/2021	365.21	
		CIRCLE B FARMS	TRUCKING - SCREENED ROCK	340.30	
			TOTAL:	5,419.80	
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	BETZ-HASTINGS, BRAND	01-018100-03	124.47
			RE HOLDINGS LLC	01-039000-10	200.52
			FLANERY, ROBERT	01-065600-18	694.87
			HUBER, BROCK	01-067700-17	76.20
			CAREY, DAVID	01-142100-03	200.54
			ADVANTAGE HOLDING IN	01-178900-05	2,840.90
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEE	55.00	
			TOTAL:	4,192.50	
ELECTRIC ADMINISTRATIO	ELECTRIC	KANSAS DEPT OF REVENUE	SALES TAX - UTILITIES OCT	695.75	
			SALES TAX - UTILITIES OCT	3,958.34	
			SALES TAX - UTILITIES OCT	4,750.01	
			SALES TAX - UTILITIES OCT	5,251.62	
			SALES TAX - UTILITIES OCT	1,523.64	
			SALES TAX - COMP USE OCT 2	328.56	
			TOTAL:	13,460.64	
ELECTRIC PRODUCTION	ELECTRIC	KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	0.74	
			UNEMPLOYMENT - 11/19/2021	0.75	
		KMEA	EMP1 OCTOBER 2021	15,798.43	
			EMP1 OCTOBER 2021	2,847.75	
			GRDA - OCTOBER 2021	85,624.12	
			SPA HYDRO - SEPTEMBER 21	2,527.56	
			WAPA HYDRO - OCTOBER 2021	6,930.36	
		KANSAS GAS SERVICE	GAS SERVICE	35.77	
			GAS SERVICE	1,032.16	
		PAT'S SIGNS	SIGNS FOR POWER PLANT	158.25	
		WEX BANK	FUEL	274.32	
		WASTE MANAGEMENT	REFUSE SERVICE	69.68	
			REFUSE SERVICE	35.49	
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	214.96	
			HUMANA INSURANCE CO.	8.80	
			HUMANA INSURANCE CO.	2.35	
			INSURANCE - 11/19/21	214.96	
			INSURANCE - 11/19/21	8.80	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INSURANCE - 11/19/21	2.35
		KPERS	11/05/21 - AFTER RETIREMEN	43.43
			KPERS - AFTER RETIREMENT 1	44.44
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	7.50
			NOVEMBER 2021 - ICMA 11/19	7.50
		EFTPS	EFTPS - 11/05/21	131.63
			EFTPS - 11/19/2021	127.29
		EVERGY	UTILITIIES	25.06
			UTILITIIES	<u>25.85</u>
			TOTAL:	116,200.30
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	UTLITILES	150.11
			UTLITILES	48.33
		FIRST OPTION BANK	GAUGE	35.91
		FAMILY CENTER FARM & HOME	SAW PARTS	34.77
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	3.38
			UNEMPLOYMENT - 11/19/2021	3.49
		PROTECTIVE EQUIP. TESTING LAB.	GLOVES, RUBBER SLEEVES	116.48
		JOHN DEERE FINANCIAL	MINI EX PARTS	376.47
			MINI EX DOOR REPLACEMENT A	4,199.85
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40
		T & R ELECTRIC SUPPLY CO. INC	Transformer for First Opt	4,992.00
		CITY ELECTRICAL SUPPLY COMPANY	TONG HANGER BRACKET	100.00
			GROUND ROD, LED ELBOW PVC	921.39
		TOTAL ELECTRIC CONTRACTORS INC	REPAIR SIGNAL HIT BY TRUCK	611.49
			SCHOOL FLASHERS REPAIR	924.64
		WEX BANK	FUEL	682.65
		ANIXTER INC	JEANS LOW RISE & SHIRTS	399.75
			POLY SET, ELBOW, BRKT, CON	1,382.14
			ELBOW ARR, BRKT, NEUTRAL B	151.80
			PROTECTOR, BAG GLOVES	32.70
			PROTECTOR 10IN UNLINED GOA	70.00
			WIRE 4/0 AL 19STR	2,200.00
		PALACE HARDWARE	PACKAGE EXPRESS - ELECTRIC	34.25
		MFA OIL COMPANY	FUEL	8.55
		GUARDIAN	11/05/21 - GUARDIAN	11.65
			GUARDIAN - 11/19/21	11.65
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	1,686.11
			HUMANA INSURANCE CO.	88.85
			HUMANA INSURANCE CO.	20.42
			INSURANCE - 11/19/21	1,686.11
			INSURANCE - 11/19/21	88.85
			INSURANCE - 11/19/21	20.42
		KPERS	KPERS - 11/05/2021	1,149.22
			KPERS - 11/19/21	1,348.06
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	53.32
			NOVEMBER 2021 - ICMA 11/19	57.50
		EFTPS	EFTPS - 11/05/21	926.14
			EFTPS - 11/19/2021	<u>1,097.95</u>
			TOTAL:	25,742.80
SEWER ADMINISTRATION	SEWER	BG CONSULTANTS INC	21-1233L WW COLLECTION	456.00
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	218.65
			HUMANA INSURANCE CO.	9.23
			HUMANA INSURANCE CO.	1.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INSURANCE - 11/19/21	218.65
			INSURANCE - 11/19/21	9.23
			INSURANCE - 11/19/21	1.98
		EFTPS	EFTPS - 11/05/21	127.77
			EFTPS - 11/19/2021	<u>152.01</u>
			TOTAL:	1,211.90
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTLITILES	201.68
		GRAINGER W.W. INC	RELAY, 3POLE, 30AMP	144.85
		FAMILY CENTER FARM & HOME	INSULATION 1-1/4''C X 6FT	7.47
		MISSION COMMUNICATIONS LLC	ANNUAL SERVICE PACKAGE	1,605.60
		PAOLA DO IT BEST HARDWARE	2X15 PIPE INSUL TAPE	15.98
		CITY ELECTRICAL SUPPLY COMPANY	LED43WT8	281.00
			WPA-260 20W-GROUND ROD	422.50
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	395.00
		WASTE MANAGEMENT	SLUDGE HAUL OFF	1,722.45
			REFUSE SERVICE	70.98
			SLUDGE HAUL OFF	1,702.36
			SLUDGE HAUL OFF	1,685.83
		MFA OIL COMPANY	DIESEL FOR GENERATOR - SEW	488.78
		SOUTH COUNTY HEATING & COOLING	INSTALL PTAC HEAT PUMP, AM	1,610.32
		GUARDIAN	11/05/21 - GUARDIAN	2.33
			GUARDIAN - 11/19/21	2.33
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	386.95
			HUMANA INSURANCE CO.	15.80
			HUMANA INSURANCE CO.	4.19
			INSURANCE - 11/19/21	386.95
			INSURANCE - 11/19/21	15.80
			INSURANCE - 11/19/21	4.19
		KPERS	KPERS - 11/05/2021	207.93
			KPERS - 11/19/21	279.71
		EFTPS	EFTPS - 11/05/21	163.78
			EFTPS - 11/19/2021	<u>225.70</u>
			TOTAL:	12,050.46
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTLITILES	2.57
			UTLITILES	48.33
			UTLITILES	512.42
		FIRST OPTION BANK	LIMESTONE	7.98
		KANSAS DEPT OF HEALTH & ENVIRO	CLASS 3 CERT- 8095 HURT	20.00
		WEX BANK	FUEL	196.23
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	280.41
			HUMANA INSURANCE CO.	13.14
			HUMANA INSURANCE CO.	3.01
			INSURANCE - 11/19/21	280.41
			INSURANCE - 11/19/21	13.14
			INSURANCE - 11/19/21	3.01
		NAVY BRAND MFG. CO.	LIFT CLEAN, MICRO BLEND, P	1,255.80
		KPERS	KPERS - 11/19/21	215.91
		EFTPS	EFTPS - 11/05/21	120.37
			EFTPS - 11/19/2021	<u>127.24</u>
			TOTAL:	3,099.97
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURB SIDE PICKUP	30,482.85
			40 YD ROLL OFF - CLEAN UP	<u>399.36</u>
			TOTAL:	30,882.21

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	LIBRARY	FIRST OPTION BANK	EBIKE BATTERY	279.00
			TOTAL:	279.00
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	ALLENBRAND-DREWS & ASSOC., INC	REPLAT HICKORY VALLEY #3	1,250.00
			TOTAL:	1,250.00
STREET AND ALLEYS	STREET IMPROVEMENT	CARTER WATERS	ASPHALT SS-1H EMULSION 455	114.48
		MID-STATES MATERIALS LLC	3/4'' SCREENED	706.45
			AB-3	289.26
		CIRCLE B FARMS	TRUCKING - SCREENED ROCK	340.31
			TRUCKING - AB-3	580.30
			TOTAL:	2,030.80
NON-DEPARTMENTAL	TOURISM	KS STATE SURPLUS PROPERTY	SHIPPING CONTAINER - TRAIL	625.00
			TOTAL:	625.00
CABIN	TOURISM	KANSAS GAS SERVICE	GAS SERVICE	39.48
		NPG NEWSPAPERS INC	BEST OF MICO - CABIN	275.00
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL	190.00
		WASTE MANAGEMENT	REFUSE SERVICE	53.89
			BORDER WAR BBQ - DUMPSTERS	1,250.00
		MARQUEZ, MARK	OLD STONE, SOLDIERS MONUME	2,750.00
			OLD STONE, SOLDIERS MONUME	4,450.00
			TOTAL:	9,008.37
POLICE	PUBLIC SAFETY EQUI	MIAMI COUNTY KANSAS	RADIOS	9,897.41
			TOTAL:	9,897.41
FIRE	PUBLIC SAFETY EQUI	FIRST OPTION BANK	STEEL SHELF HUSKEY	318.00
		QUILL CORPORATION	TRAINING ROOM CHAIRS	1,605.50
		WASTE MANAGEMENT	DUMP LOAD FIRE	94.03
			LATE CHARGE	0.70
		SHI INTERNATIONAL CORP		495.22
				2,800.38
			LED MONITOR	686.36
		BAUMANS CARPET & FURNITURE	RECLINERS	2,994.00
			TOTAL:	8,994.19
COURSE OPERATIONS	GOLF COURSE	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY	145.95
		FIRST OPTION BANK	MOTOR BUSH SET	43.69
			DRAPER STILE CONFERENCE	390.49
		FAMILY CENTER FARM & HOME	WELDABLE STEEL, HASP, HARD	42.74
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	4.44
			UNEMPLOYMENT - 11/19/2021	3.28
		BEACHNER GRAIN INC	TORDON, DEFOAMER	383.00
		RURAL WATER DIST. #1	WATER	18.00
			WATER	93.93
		PAOLA DO IT BEST HARDWARE	CONNECTOR, COUPLING, CVR,	15.95
		JOHN DEERE FINANCIAL	COMPLETE SHIP BUNDLE CANOP	650.70
		MADDEN RENTAL LLOYD MADDEN	TOILET RENTAL	85.00
		APPLIED MAINTENANCE SUPPLIES	FLATWASHER, HAIRPIN, CUT T	445.60
		WEX BANK	FUEL	0.00
		GREATLIFE WARSAW LLC	NOVEMBER MONTHLY CONSULTIN	416.00
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	584.72
			HUMANA INSURANCE CO.	28.45
			HUMANA INSURANCE CO.	6.34

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			INSURANCE - 11/19/21	584.72
			INSURANCE - 11/19/21	28.45
			INSURANCE - 11/19/21	6.34
		KASPER AUTO PARTS	BATTERY - CORE DEPOSIT	56.24
		KPERS	KPERS - 11/05/2021	185.75
		EFTPS	EFTPS - 11/05/21	313.28
			EFTPS - 11/19/2021	295.30
		EVERGY	UTILTIIES	18.14
			UTILTIIES	42.39
			UTILTIIES	86.68
			UTILTIIES	262.26
			UTILTIIES	185.97
		IRRIGATION AND TURF EQUIPMENT, INC.	GREENS MOWER	<u>11,500.00</u>
			TOTAL:	15,622.40
CLUB HOUSE	GOLF COURSE	O'REILLY AUTO PARTS	BAND CLAMP, FUEL, BAND CLA	42.72
		FIRST OPTION BANK	WONDER BREAD, BEEF, MAYO	28.54
			INK TONER	37.59
		KANSAS DEPT OF REVENUE	SALES TAX - GOLF OCT 2021	169.80
			SALES TAX - GOLF OCT 2021	203.76
			SALES TAX - GOLF OCT 2021	882.94
		KANSAS EMPLOYMENT SECURITY FUN	UNEMPLOYMENT - 11/05/21	1.99
			UNEMPLOYMENT - 11/19/2021	1.66
		WAL-MART CAPITAL ONE	FOOD FOR RESALE	55.99
			BEVERAGES FOR RESALE	7.96
			PANS	2.66
		CRAWFORD SALES COMPANY	BEER	164.70
			BEER	169.40
		DISH NETWORK	CABLE SERVICE	139.05
		NPG NEWSPAPERS INC	BOMC - GOLF COURSE ADVERTI	200.00
		SMITH'S APPLIANCES	FRIDGE REPAIR	87.20
		WILSON SPORTING GOODS	DUO OPTIX YELLOW - 12 BALL	88.80
		WASTE MANAGEMENT	REFUSE SERVICE	112.56
		MFA OIL COMPANY	PROPANE	489.34
		HEARTLAND COCA COLA BOTTLING COMPANY	CORE SPA COKE	21.26
			CORE SPA, DRP-COKE-DTCOKE-	594.62
			CORE SPA, COKE, DT COKE, D	380.09
		GUARDIAN	11/05/21 - GUARDIAN	4.66
			GUARDIAN - 11/19/21	4.66
		EFTPS	EFTPS - 11/05/21	76.08
			EFTPS - 11/19/2021	63.62
		CENTURYLINK	TELEPHONE & INTERNET	224.68
		ACUSHNET COMPANY	INCOMPLETE ORDER	157.57-
			TITL TOUR SPEED TRUFEEL MA	170.12
			TITL PRO V1 YELLOW	<u>160.85</u>
			TOTAL:	4,429.73
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	20-1414L WWTP	<u>12,000.00</u>
			TOTAL:	12,000.00
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	NOVEMBER 2021 - FLEX SPEND	667.88
			NOVEMBER 2021 - FLEX SPEND	667.88
		KANSAS DEPT OF REVENUE	11/05/21 - STATE TAXES	4,137.29
			STATE TAXES - 11/19/2021	4,881.32
		GUARDIAN	11/05/21 - GUARDIAN	513.57
			11/05/21 - GUARDIAN	243.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			GUARDIAN - 11/19/21	493.57
			GUARDIAN - 11/19/21	243.35
			ADJUSTMENT TO MATCH PAYROL	774.84-
		HUMANA INSURANCE CO.	HUMANA INSURANCE CO.	6,877.44
			INSURANCE - 11/19/21	6,765.24
			ADJUSTMENT TO MATCH PAYROL	3,638.33
		KANSAS PAYMENT CENTER	GARNISHMENTS - 11/05/2021	1,189.49
			GARNISHMENT - 11/19/2021	2,166.57
		KPERS	KPERS - 11/05/2021	6,185.85
			KPERS - 11/19/21	6,918.20
			KPERS LIFE - 11/01/21	116.83
		VANTAGEPOINT TRANSFER	NOVEMBER 2021 - ICMA 11/05	1,092.89
			NOVEMBER 2021 - ICMA 11/19	1,097.50
		EFTPS	EFTPS - 11/05/21	16,072.75
			EFTPS - 11/19/2021	19,344.52
		ATCHISON HOSPITAL ASSOCIATES	GARNISHMENTS - 11/05/2021	312.17
			GARNISHMENTS - 11/19/21	<u>383.08</u>
			TOTAL:	83,234.23
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	KANSAS EMPLOYMENT SECURITY FUN	3 QTR 2021 - UNEMPLOYMENT	1,086.13
		SURENCY LIFE & HEALTH	HRA/FSA NOVEMBER 2021	238.50

* REFUND CHECKS *

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	ELECTRIC	CANNON, LYDIA	US REFUNDS	131.93
		JOHNSON, RACHEL	US REFUNDS	164.28
		PAYNE, GEORGE	US REFUNDS	18.02
		BOOE, DICK	US REFUNDS	20.39
		JOHNS, WILLIAM S SR	US REFUNDS	234.28
		GILBERT, AMBER	US REFUNDS	<u>20.13</u>
			TOTAL:	1,913.66

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

01	GENERAL OPERATING	212,162.51
02	WATER	24,254.00
03	ELECTRIC	160,185.27
04	SEWER	16,362.33
05	REFUSE	30,882.21
06	LIBRARY	279.00
09	INDUSTRIAL PROMOTION	1,250.00
12	STREET IMPROVEMENTS	2,030.80
13	TOURISM	9,633.37
14	PUBLIC SAFETY EQUIPMENT	18,891.60
18	GOLF COURSE	20,052.13
24	CIP - SEWER	12,000.00
31	EMPLOYEE BENEFITS	84,558.86

GRAND TOTAL:	592,542.08
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TOTAL PAGES: 15

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-OSAWATOMIE KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 11/01/2021 THRU 11/30/2021
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: C O U N C I L R E P O R T 2021-NOV
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

January 5, 2022

Bret Glendening, Deputy City Manager
 City of Osawatomie, Kansas
 439 Main Street
 Osawatomie, KS 66064

Re: 20-1414L - Osawatomie WWTP Improvements

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of December as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. Preliminary Design Phase	\$117,000.00	100.0%	\$117,000.00
2. Final Design Phase*	\$92,000.00	100.0%	\$92,000.00
3. Bidding and Negotiating Phase	\$20,000.00	62.0%	\$12,400.00
4. Approvals and Permitting	\$15,000.00	100.0%	\$15,000.00
5. Construction Substantial Completion	\$5,000.00	0.0%	\$0.00

*Updated, refer to Contract Amendment 01

Subtotal Amount Due: \$12,400.00
 Total Completed to date: \$236,400.00
 Prior Billings to Date: \$224,000.00

Resident Project Observation

Contract Amount	\$ 234,000.00	
Work Completed to Date	\$ -	0%
Work Previously Billed	\$ -	
Subtotal	\$0.00	

Additional Services

Contract Amount	\$ 5,000.00	
Work Completed to Date	\$ 5,000.00	100%
Work Previously Billed	\$ -	
Subtotal	\$5,000.00	

Total Amount Due: \$17,400.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
 Project Engineer

January 5, 2022

Bret Glendening, Deputy City Manager
City of Osawatomie, Kansas
439 Main Street
Osawatomie, KS 66064

Re: 21-1233L - Wastewater Collection System PER

-----Invoice for Consulting Services-----

This invoice is for services which were performed during the month of **December** as follows:

Engineering Services:

<u>Task</u>	<u>Lump Sum Amount</u>	<u>Completion Progress</u>	<u>Total</u>
1. GIS, CCTV Review, and PER	\$19,000.00	40.0%	\$7,600.00
		Subtotal Amount Due:	\$2,090.00
		Total Completed to date:	\$7,600.00
		Prior Billings to Date:	\$5,510.00
		Total Amount Due:	\$2,090.00

Sincerely,

BG CONSULTANTS, INC.



Paul Owings, P.E.
Project Engineer

Western Consultants

PO Box 187
Lawrence, KS 66044
816.805.9183

Date: 6/3/21 – 1/4/22

Bill To: City of Osawatomie
439 Main St
Osawatomie, KS 66064

For: Wastewater Treatment Plant Improvements
CDBG 21-PF-027

DESCRIPTION	AMOUNT
Correspondence with project engineer regarding project schedule and timeline Requested wage decision from KDOC and sent to engineer for contract book Drafted opportunity for work and sent to PHA and Kansas Works Prepared and submitted 6/30, 9/30, and 12/31 Quarterly Report Bookkeeping updates Misc. tasks	
28 hrs @ \$125.50 per hour	\$3,514.00
TOTAL	\$3,514.00

**Please make check payable to Western Consultants*



City of Osawatometie

ACTION ITEM SUMMARY	Item Number:	9.A.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Adoption of the Osawatometie Levee Emergency Preparedness Plan & Evacuation Maps.

RECOMMENDATION: Approve resolution 956

DETAILS: On June 18, 2007, Osawatometie entered into a provisionally accredited levee agreement with FEMA. Later that month, we experienced the flood of 2007.

Fast forward to my last city manager report to the council dated May 12, 2011:

SCHEDULE FOR LEVEE CERTIFICATION STUDY PHASE II:

In the weeks since our past meeting with Wilson & Co. and FEMA, Wilson & Co. along with the City of Osawatometie and the cities of Augusta, Dodge City, Gypsum, Hutchinson, Manhattan, Marion, Ottawa, Salina and Wichita have been in fairly constant contact working towards a proposal to allow for an extension of the Provisionally Accredited Levee agreement that each city signed approximately 2 or 3 years ago. We have since heard back from our Congressional delegation as well as FEMA. It appears that an extension is in the works that could be anywhere from 6 months to 3 years to complete levee certification. Our Phase II report was due in March. However, as a result of these continued conference calls and working with our Senators and Representatives to Washington, D.C., this report is behind schedule. As you can see below, the certification process is now very much in a state of "flux". The certification requirement has not gone away, but is merely slowed down which benefits the City of Osawatometie at this point in time only because it allows us more time to fund through the "pay as you go" method to meet the requirement. As of the March 2011 billing from Wilson & Co., the City of Osawatometie has paid approximately \$160,000 towards certification and will incur an additional \$129,000 in billings – likely this year.

As of May 5, 2011, this is where FEMA is at with regard to levee certification (NOTE: This is taken directly from an email I received from Joe File with AMEC who is partnered with Wilson & Co. for support in the certification of the Osawatometie Levee System: *"Note that FEMA specifically states that they will not be repealing the certification requirement, but just temporarily suspending the need for insurance behind non-accredited levees until they develop their criteria for dry side levee mapping. I'll pass along more information as I become aware of it, but my first impression is that their just officially delaying the process (which was already unofficially delayed) until their new criteria is developed on how to move forward with de-accredited levee mapping. Stephen Noe and I will be in Washington DC next week on another matter, but if we're able to learn anything on this issue we'll pass it along."*

In June of 2012, the Phase 2 report from Wilson & Co. was submitted, along with a list of items that would need to be addressed prior to certification. The price tag for these repairs was just under \$2,000,000. At the time, there were concerns over the cost and extent of the work. A second engineering company, Stantec, reviewed the data from the Wilson & Co. report, found a discrepancy in the surveyed elevation of the levee, and then proceeded to perform additional analysis on the levee data.

On August 8, 2018 the city entered into an agreement with Wood to perform the work to finalize the levee certification. This work included: 1.) a complete review of historical data/information pertaining to the levee, including all work performed during the certification process by both Wilson & Co. and Stantec; 2.) a visual

levee inspection; 3.) drafting of the preliminary certification report; 4.) normal submittal/review/resubmittal process with FEMA and other appropriate federal agencies (i.e., USACE); 5.) final certification report submittal.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 956

A RESOLUTION ADOPTING THE OSAWATOMIE LEVEE EMERGENCY PREPAREDNESS PLAN AND EVACUATION MAPS FOR LEVEE CERTIFICATION WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY

WHEREAS, the City of Osawatomie, Kansas, operates and maintains a US Army Corps of Engineers Levee System and first agreed to operate said levee “in accordance with regulations prescribed by the Federal Government” on December 21, 1964; and

WHEREAS, these operations and maintenance regulations have been revised from time to time, most recently in 1980 and again in 2020; and

WHEREAS, the city entered into a Provisionally Accredited Levee (PAL) agreement with FEMA and subsequently experienced a flood of historic proportions in the Summer of 2007; and

WHEREAS, (FEMA), as part of the PAL required all such levees to undergo recertification as part of the upgrade to the digital flood insurance rate maps (dFIRM) to ensure that they were capable of performing as they were designed and constructed to perform; and

WHEREAS, the City of Osawatomie initiated the recertification process shortly after the 2007 flood as part of the PAL agreement to confirm the levee was capable of protecting the city from the 100-year flood event (.1% annual chance of flooding); and

WHEREAS, the city, along with its consulting engineers, Wood Environmental & Infrastructure Solutions Inc. has drafted an Emergency Preparedness Plan (EPP) and evacuation maps in the event of another flood event and this EPP and evacuation maps have been submitted to FEMA for review and approval and FEMA has given that approval.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 13th day of January, 2022 that the Governing Body hereby adopts the Emergency Preparedness Plan and Evacuation Maps and further directs city staff and the consulting engineers to submit the plan and maps to FEMA for incorporation into the final levee certification package.

BE IT FURTHER RESOLVED by the Governing Body of the City of Osawatomie, Kansas that we hereby reinforce our commitment to safe and sound levee maintenance and operations as directed by, and as may be modified from time to time by the United States Government.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

EMERGENCY PREPAREDNESS PLAN

City of Osawatomie
Miami County, Kansas
Osawatomie Levee System



Version No.	Description of Revision	Date	Revised by
1.0	Original draft	10/27/2021	Wood
2.0	Revision 1	10/28/2021	City of Osawatomie

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2.2	Description of Modifications to the Existing Levee System.....	1
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1. GENERAL INFORMATION FOR THE PLAN

1.1 Statement of Plan Purpose

The purpose of this emergency preparedness plan (EPP) is to identify the planning and response efforts that should be implemented whenever elevated stages threaten the flood protection system along the Marais des Cygnes River and Pottawatomie Creek in Osawatomie, Kansas. The successful implementation of this plan will lead to better levee system performance, reduced potential for life safety or economic consequences, and improved emergency response activities.

1.2 Record of Preparedness Plan Distribution to Interested Entities

The following organizations have received a copy of this plan. The document is for official use only and should not be distributed beyond this list without necessity.

- City of Osawatomie (City), Kansas
- Osawatomie Police Department (OPD)
- Miami County Emergency Management (MCEM)
- Kansas Division of Emergency Management (KDEM)
- Federal Emergency Management Agency Region 7 (FEMA)
- US Army Corps of Engineers, Kansas City District, Readiness and Contingency Operations Office (USACE)

1.3 Training and Exercise Plan

Training and exercises of the EPP will be conducted periodically, at least once per year. The training and exercises will be conducted by the City. Training will involve classroom and field presentations and discussion of the most current Operation and Maintenance Manual and flood fight techniques. Training is meant to be provided to City employees and other partners who are anticipated to be involved in implementation of this EPP, e.g. KDEM, USACE, and FEMA. The level of detail of exercises will be determined by those coordinating the exercise, but at a minimum it will involve testing the communication activities, i.e. the calling tree.

Training plans will be maintained by the City. The City will also keep records of attendees of each training or exercise. Each training and exercise will include an after-action review to discuss potential improvements. The City will participate in USACE sponsored flood fight training at least once every 5 years. Also, the EPP will be reviewed annually. If necessary, the EPP will be updated in response to after action reviews, outside flood fight training, or annual reviews.

2. GENERAL LEVEE INFORMATION

2.1 Description of Existing Levee System

The Osawatomie levee system, which provides protection from flooding on the Marais des Cygnes River and Pottawatomie Creek, was constructed by the Osawatomie, Kansas, Flood Protection Project. The levee system includes approximately 5.1 miles of levee embankment, 5 stoplog closure structures, and 16 interior drainage structures. The levee system begins on the right bank of the Marais des Cygnes River approximately 0.2 miles west of Eighth Street on the north side of the city; extends east to approximate station 81+30 where it meets with US Highway 169; extends south along US Highway 169 to levee station 102+00 back=88+00 ahead; extends southwest crossing US Highway 169 again to approximate levee station 135+00; extends west to approximate levee station 240+00; extends north to station 253+23± where it ties into high ground.

2.2 Description of Modifications to the Existing Levee System

The following is a list of known modifications and repairs to the levee system since completion of its construction. The list also includes encroachments constructed within the right-of-way of the levee system. Appendix II provides more detailed information regarding these items.

- 1973, US Highway 169 construction between levee stations 81+30 and 102+00.
- 1977, Osawatomie State Hospital sanitary sewer force main at levee station 68+00.
- 1981, Missouri Pacific Railroad line addition near levee station 18+37.
- 1983, Miami County Rural Water District No. 3 water main at levee station 155+50.
- 1996, Installation of pump units and discharge pipes at levee stations 10+54 and 118+00.
- 1997, Installation of pump units and discharge pipes at levee stations 37+50, 49+25, and 125+20.
- 2007, Sanitary sewer lift station improvements at 11+50 and 114+00
- 2011, Stoplog gap sill modification at levee station 241+10.

2.3 Nearby Levee and Flood Control Systems

The following table lists nearby levee systems and upstream dams.

Nearby Levees	Relative Location
Ottawa Levee System	29 stream miles upstream of Osawatomie on Marais des Cygnes River, operated and maintained by the City of Ottawa.
Melvorn Dam	81 stream miles upstream of Osawatomie on Marais des Cygnes River, operated and maintained by the USACE.
Pomona Dam	65 stream miles upstream of Osawatomie on Hundred and Ten Mile Creek (tributary of Marais des Cygnes River, operated and maintained by the USACE.

2.4 Impacted Communities

The community impacted by overtopping or breach of the Osawatomie levee system is limited to the City of Osawatomie and small areas of Miami County, Kansas. No other communities would be impacted. The protected area as given in USACE National Levee Database is shown below in red.

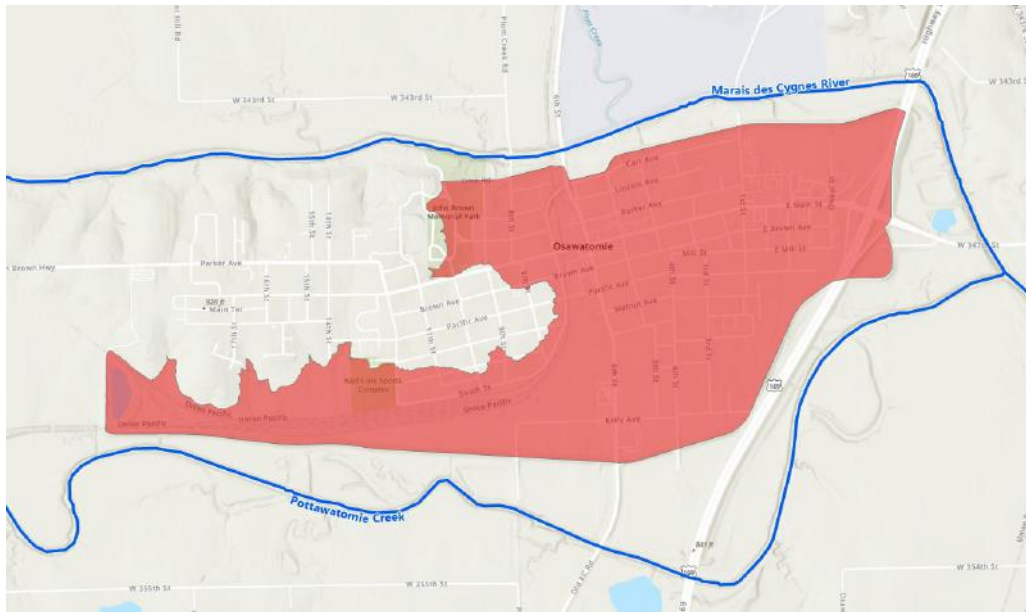


Figure 1: Levee Protected Area

2.5 Potential Consequences

The National Levee Database (NLD) delineates the leveed area (shown in Figure 1) of Osawatomie levee system, which consists of approximately 811 acres. The leveed area includes numerous residential and commercial structures. Critical facilities within the leveed area include the Osawatomie Police, Fire, and Public Works departments; City Hall; and the Olathe Health Family Medicine medical clinic.

According to the 2013 USACE screening level risk assessment, there is a population of 2,355 and approximately \$244 million in property value in the levee protected area. The Osawatomie levee system has prevented an estimated \$10.3 million in damages since construction.

2.6 Forecasting Gauges

The USGS maintains gauges on the Marais des Cygnes River upstream of Osawatomie at Ottawa and Pomona, Kansas. The NWS maintains gauges on the Marais des Cygnes at Osawatomie and Quenemo, Kansas. Gauges on Pottawatomie Creek at Lane and Garnett, Kansas, are maintained by the USGS. Pertinent river gauges are listed below.

Table 1: River Gauges

Description	Gauge ID	Zero Datum (NGVD 29)	Flood Stage
Marais des Cygnes River at Osawatomie	NWS OSMK1	816.34	28
Marais des Cygnes River at Ottawa	USGS 06913500	857.68	31
Marais des Cygnes River near Pomona	USGS 06913000	893.74	20
Marais des Cygnes River near Quenemo	NWS QNMK1	915.08	17
Pottawatomie Creek at Lane	USGS 06914500	839.92	23
Pottawatomie Creek near Garnett	USGS 06914000	873.40	26

River forecasts for all of the gauges on the Marais des Cygnes River and Pottawatomie Creek are issued by the NWS as needed during times of high water.

Real-time gauge data can be viewed at the following websites:

- Marais des Cygnes River at Osawatomie:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=eax&gage=osmk1>
- Marais des Cygnes River at Ottawa:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=top&gage=otwk1>
- Marais des Cygnes River near Pomona:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=top&gage=pmnk1>
- Marais des Cygnes River near Quenemo:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=top&gage=qnmk1>
- Pottawatomie Creek at Lane:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=top&gage=lnk1>
- Pottawatomie Creek near Garnett:
<https://water.weather.gov/ahps2/hydrograph.php?wfo=top&gage=grtk1>

3. IMPORTANT FEATURES AND KNOWN VULNERABILITIES

3.1 Overtopping

In July 2007, a precipitation event in the Pottawatomie Creek watershed lead to the overtopping of a portion of the Osawatomie levee system. A persistent upper-level storm system anchored over the area for several days late in the month brought excessive rain with flash flooding to much of Osage, Franklin, Coffey and Anderson counties. The highest amounts were centered in Anderson County with 15 to 18 inches of rain common. The highest amount was 20 inches in central Anderson County with 10 to 15 inches common across much of Coffey, Franklin and Osage counties. Record flooding occurred along the Pottawatomie Creek at Scipio, Lane, and Osawatomie. The southwest corner of the Osawatomie Levee System was overtopped by approximately 6 inches. The second highest crest on record occurred on the Marais des Cygnes at Osawatomie at 49.19 feet. This crest has an approximate discharge of 125,000 cfs.

3.2 Past Problem Areas

Past problem areas discovered from historic flood events are described in the table below. The listed areas should be primary focus during future flood events and can help direct potential flood fight areas and maintenance needs. Additionally, the City will conduct inspections after each high water event to capture the event data, actions taken, and lessons learned.

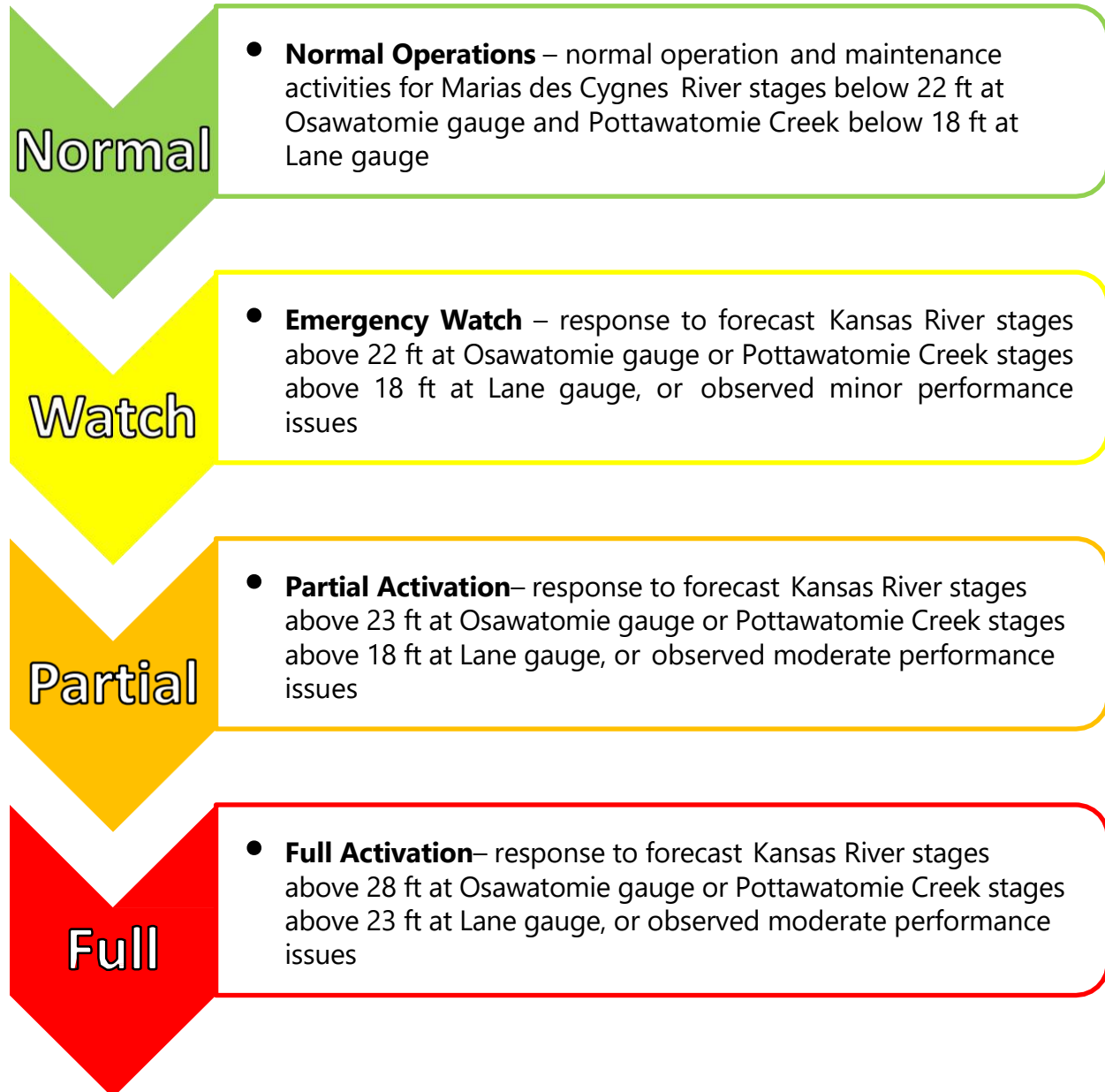
Table 2: Past Problems

Levee Station	Description of Past Problem	Comments
Levee tie back wall	Railroad Tracks raised too high. Preventing a proper seal with stop logs.	UPRR has since corrected. Needs to be monitored bi-annually, likely in the fall and again in the spring. UPRR should advise the city when maintenance is performed on the track so an inspection can occur.
Station 159+50	Collapsed pipe tied to sluice gate.	City to evaluate cost of replacing.
Intersection of 8 th & Lincoln	Building built in ponding area against the adamant advice of the city's levee superintendent.	City to evaluate cost of relocating.

4. EMERGENCY FLOOD OPERATIONS

4.1 Activation Levels

The following activation levels will be used by the City of Osawatomie during flood events.



4.2 Response Activities to Increased River Stages

The following table describes the activities that will be initiated at certain river stages.

Activation Level	River Stage & Condition	Activity
Normal Operations	Any stage	City performs routine O&M activities
	Any stage	City monitors NOAA and USGS websites for predicted flood stages
Emergency Watch	21 ft (MDC) 15 ft (PC)	City performs initial levee patrol and inspection of entire levee system
	21.2 ft and rising (MDC) 15.1 ft and rising (PC)	City begins to close gates on drainage structures.
Partial Activation	23 ft and rising (MDC) 18 ft and rising (PC)	City notifies calling tree (see Item 4.3) of change in Activation Level
	25 ft (MDC) 20 ft (PC)	City requests Police Dept begin issuing public flood warnings, see item 4.5.1
	25 ft and rising (MDC) 20 ft and rising (PC)	City requests technical assistance from USACE EM
Full Activation	28 ft (MDC) 23 ft (PC)	City notifies calling tree (see Item 4.3) of change in Activation Level
	28 ft and rising (MDC) 23 ft and rising (PC)	City begins to conduct continuous levee inspections.
	41.2 ft and rising (MDC) 31.2 ft and rising (PC)	City notifies railroad companies of anticipated stoplog gap closures.
	44.2 ft and rising (MDC) 34.2 ft and rising (PC)	City begins closure of stoplog gaps
	47 ft and rising (MDC) 39.5 ft and rising (PC)	City requests Police Dept begin issuing public flood warnings, see item 4.5.2
	50 ft (MDC) 42.5 ft (PC)	City requests Police Dept begin issuing public flood warnings, see item 4.5.3
	52 ft and rising (MDC) 44.5 ft and rising (PC)	Overtopping of levees imminent

Notes:

MDC = Stage reading along the Marais des Cygnes at the Pumping Plant Well Tower gauge in Osawatomie, KS.

PC = Stage reading along Pottawatomie Creek at the gauge in Lane, KS.

4.3 Emergency Contact List (Calling Tree)

The following table identifies individuals, stakeholders, or agencies that must be notified in the event of a change in Activation Level.

Name	Phone #	Agency/Dept affiliation
David Stuteville (Chief of Police) Brian Love (Fire Chief)	913-755-2146 913-755-6941	Osawatomie Police and Fire departments
Mark Whelan Mike Fleming	913-294-3232	Miami County Emergency Management
Angee Morgan	785-291-3333	Kansas Div of Emergency Management
Judd Kneuvean	816-426-6320	USACE Emergency Mgt Branch
Ken Sessa	816-283-7960	FEMA Region 7
UPRR RMCC	888-877-7267	Union Pacific Railroad Response Management Communications Center

4.4 Summary of Responsibilities

The following table identifies organizations and their responsibilities during periods of flooding.

Organization	Responsibilities
City of Osawatomie, KS Public Works Department	<ul style="list-style-type: none">• Perform routine O&M• Monitor NOAA and USGS websites for river stage forecasts• Advise City officials regarding levee issues• Patrol levee looking for potential problem areas• Operate flood gates, pump stations, and relief wells• Notify calling tree at changes in Activation Status• Request technical assistance from USACE• Deploy stoplog closure structures• Request assistance through county when needs exceed City capabilities
Osawatomie Police Department, EM	<ul style="list-style-type: none">• Review and support activities of City Utilities Department• Coordinate increased presence/patrol of leveed area if requested• Issue Flood Warnings and Public Announcements• Advise City officials regarding levee issues• Conduct evacuation of residents and businesses when necessary

Organization	Responsibilities
Miami County Emergency Management	<ul style="list-style-type: none"> • Coordinate County response activities • Request assistance through Kansas EM when needs exceed County capabilities
Kansas Division of Emergency Management	<ul style="list-style-type: none"> • Respond to county requests for assistance • Request assistance through FEMA and/or USACE when needs exceed capabilities
USACE, Readiness and Contingency Operations Office	<ul style="list-style-type: none"> • Provide technical assistance, liaison teams, and supplemental direct assistance support during flood emergencies. • Respond to FEMA requests for assistance
FEMA Region 7	<ul style="list-style-type: none"> • Respond to Miami County and/or Kansas EM requests • Provide assistance to property owners and businesses to recover from the flood event
Union Pacific Railroad	<ul style="list-style-type: none"> • Respond to notifications that closure structures may need to be deployed. • Re-route train traffic from closure structures

4.5 Flood Warnings

Pre-scripted flood warnings are provided here as a means of advance planning to ensure that local officials take appropriate actions at the proper times. Flood warnings will be issued as necessary by the Osawatomie Police Department, EM. These warnings may be revised during actual flood conditions.

4.5.1 Draft Public Announcement, Message #1

For flooding along Marais des Cygnes River:

The following message will be issued when river stage is forecast to exceed 25 feet at the Osawatomie Power Plant Well Tower gauge. At this stage the flooding is approximately a 1-year flood event and the flood protection may be experiencing some minor performance issues.

The National Weather Service has issued a flood warning that encompasses the Marais des Cygnes River Levee System in Osawatomie, Kansas. This means that high water along the Marais des Cygnes River and the levee is very likely. Residents should take necessary precautions. The City of Osawatomie is providing updates to the City website and the radio and tv stations. Residents should remain vigilant to these updates.

For flooding along Pottawatomie Creek:

The following message will be issued when river stage is forecast to exceed 20 feet at the Lane gauge. At this stage the flooding is approximately a 2-year flood event and the flood protection may be experiencing some minor performance issues.

The National Weather Service has issued a flood warning that encompasses the Pottawatomie Creek Levee System in Osawatomie, Kansas. This means that high water along Pottawatomie Creek and the levee is very likely. Residents should take necessary precautions. The City of Osawatomie is providing updates to the City website and the radio and tv stations. Residents should remain vigilant to these updates.

4.5.2 Draft Public Announcement, Message #2

For flooding along Marais des Cygnes River:

The following message will be issued when river stage is forecast to exceed 28 feet at the Osawatomie Power Plant Well Tower gauge. At this stage the flood water is within 5 feet of the top of levee and the protection system may be experiencing minor to major performance issues.

The National Weather Service has forecast a river stage near the top of the Marais des Cygnes River Levee system. Residents in areas that are protected by the levee are strongly encouraged to evacuate to higher ground.

For flooding along Pottawatomie Creek:

The following message will be issued when river stage is forecast to exceed 23 feet at the Lane gauge. At this stage the flood water is within 5 feet of the top of levee and the protection system may be experiencing minor to major performance issues.

The National Weather Service has forecast a river stage near the top of the Pottawatomie Creek Levee system. Residents in areas that are protected by the levee are strongly encouraged to evacuate to higher ground.

4.5.3 Draft Public Announcement, Message #3

For flooding along Marais des Cygnes River:

The following message will be issued when river stage is forecast to exceed 50 ft at the Osawatomie Power Plant Well Tower gauge or if a levee breach has occurred or is believed imminent. Flooding of the leveed area is likely to occur if it has not already.

The City of Osawatomie has announced that the Marais des Cygnes River Levee system is in imminent danger of overtopping or failure. The entire leveed area is under a mandatory evacuation order. All residents must move to higher ground immediately.

For flooding along Pottawatomie Creek:

The following message will be issued when river stage is forecast to exceed 42.5 ft at the Lane gauge or if a levee breach has occurred or is believed imminent. Flooding of the leveed area is likely to occur if it has not already.

The City of Osawatomie has announced that the Pottawatomie Creek Levee system is in imminent danger of overtopping or failure. The entire leveed area is under a mandatory evacuation order. All residents must move to higher ground immediately.

5. FLOOD FIGHT PLANNING

5.1 Equipment and Supplies

The following is a list of equipment and supplies maintained by the levee sponsor. Inventories of these items should be checked at least annually to verify that they are located as indicated and are in useable condition. Any items used in a flood fight or found to be unusable will be promptly replaced.

Table 3: Equipment

Item	Quantity	Location	Notes
Trucks	6	Public Works & Utility Building	9 th & Lincoln
Flat Bed Trucks	2	Public Works & Utility Building	9 th & Lincoln
Dump Trucks	4	Public Works & Utility Building	9 th & Lincoln
Front End Loaders	3	Public Works & Utility Building	9 th & Lincoln
Skid Steer Loaders	2	Public Works & Utility Building	9 th & Lincoln
Compact Excavator	1	Public Works & Utility Building	9 th & Lincoln
Electric Wrenches	1	Public Works & Utility Building	9 th & Lincoln
Pumps	5	Public Works & Utility Building	9 th & Lincoln
Generators	2	Public Works & Utility Building	9 th & Lincoln

Table 4: Supplies

Item	Quantity	Location	Notes
Sandbags	~4,000 to 5,000	Public Works Building & Stoplog building	9 th & Lincoln and Sta.18+37
Shovels	25	Public Works Building	9 th & Lincoln

Item	Quantity	Location	Notes
Chain Saws	5	Public Works Building	9th & Lincoln
Wheelbarrows	2	Public Works Building	9th & Lincoln
Flashlights	8	Public Works Building	9th & Lincoln

5.2 Sources of Additional Supplies, Equipment, and Services

The following is a list of potential sources of supplies, equipment, and services that may be needed in a flood fight. These sources should be checked at least annually to verify that they are still available.

Source	Name & Phone #	What is Available
United Rentals (pump rental)	Shaedon Castor (405) 227-6626	Pump Rental
Holliday Sand & Gravel (sand)	(913) 492-5920	Sand
Mid-States Materials (aggregate)	(855) 310-7625	Aggregate
Penny's Quarry (aggregate)	(913) 667-6505	Aggregate
Hall's Bobcat Services	(913) 245-4089	Trucks, Skid Loaders, and Excavators
Gowing's Construction	(913) 731-3379	Truck, Skid Loader, Backhoe, Excavator, Track Loader
R & J Trucking	(913) 238-7771	Trucks
Circle B Farms	(913) 731-3742	Trucks
Kitchen Farms	(913) 755-3763	Tractors

5.3 Pre-Identified Borrow Sources, Haul Routes, and Staging Areas

Information on the borrow sources, haul routes, and staging areas are given in the table below and located on the maps in Appendix A. The City of Osawatomie maintains the actual easements, agreements, and other supporting information for these areas.

Location	Owner	Type	Notes
Osawatomie Cemetery 327th & Osawatomie Rd.	City of Osawatomie	Clay Soil	Borrow material
North 11th St. (near swimming pool)	City of Osawatomie	Rock & Sand	Storage area

6. EVACUATION PLANNING

6.1 Potential Flooding Impacts

6.1.1 Non-Breach, Interior Drainage Flooding

The runoff from rains within the protected area will be allowed to collect in the storm drainage system and discharge normally into the river as much as possible. At some point, however, the Marais des Cygnes River and/or Pottawatomie Creek will be too high and interior drainage will be blocked. The interior drainage will collect in low lying areas and could be as much as four feet deep in some areas. These areas have been identified and are shown on the maps given in Appendix A.

6.1.2 Additional Areas of Concern

Past inspections have noted outlet channel erosion at Drainage Structures 23+44, 37+30, and 59+40. The erosion may be due to flooding in the overbanks along the Marais des Cygnes River and/or from interior drainage. Monitor the outlet channels for significant erosion that may impact the integrity of the levee embankment and/or structures.

Drainage Structure 159+50 has collapsed at an unknown location on the riverside of the levee footprint. The City currently exercises the sluice gate when the river rises up to the outlet. Historically, there hasn't been any issues with performance of the levee at this location with the sluice gate closed. Monitor the location for any signs of integrity issues that may be caused by seepage through the levee.

6.2 Residents, Businesses, and Infrastructure at Risk

The Osawatomie Utilities Department maintains a list of individuals and businesses located within the leveed area. In the event that an evacuation order is contemplated or issued that list may be useful. Because the list contains names, address, and phone number information it must not be released or used unless absolutely necessary.

6.3 Evacuation Plan

Evacuation plans for multiple hazards have been developed by the City of Osawatomie, Miami County Emergency Management, and the Department of Homeland Security. Important items already considered in the existing plans include evacuation routes; methods, and complicating factors; who/what needs to be evacuated; special at-risk populations; and other important considerations for conducting an evacuation. If the levees or floodwalls were overtopped

(extremely unlikely) or a levee was breached, the City would look to the Osawatomie Police Department to take the lead on conducting evacuations to high ground in accordance with established plans and procedures. In general, the evacuation routes to high ground are as shown in Appendix A.

Appendix A

Evacuation Maps



Evacuation Map

Prepared for



City of Osawatamie
439 Main Street
P.O. Box 37
Osawatamie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

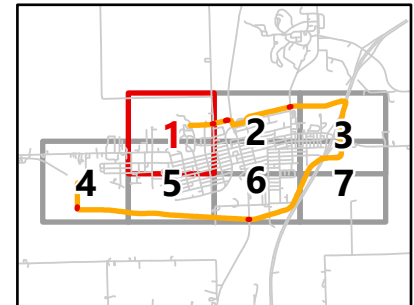


0 250 500
Feet

Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 1 of 7



Evacuation Map

Prepared for



City of Osawatamie
439 Main Street
P.O. Box 37
Osawatamie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

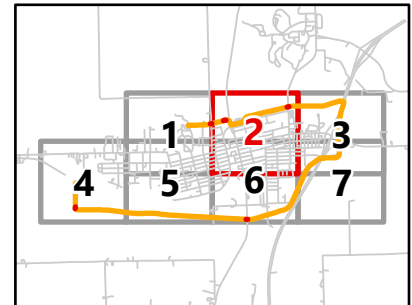


0 250 500
Feet

Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 2 of 7

Evacuation Map

Prepared for



City of Osawatomie
439 Main Street
P.O. Box 37
Osawatomie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

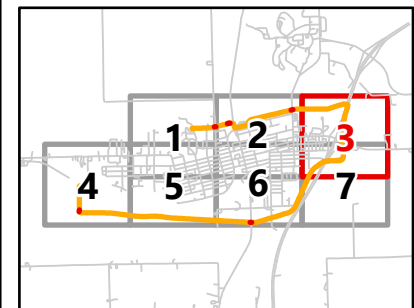


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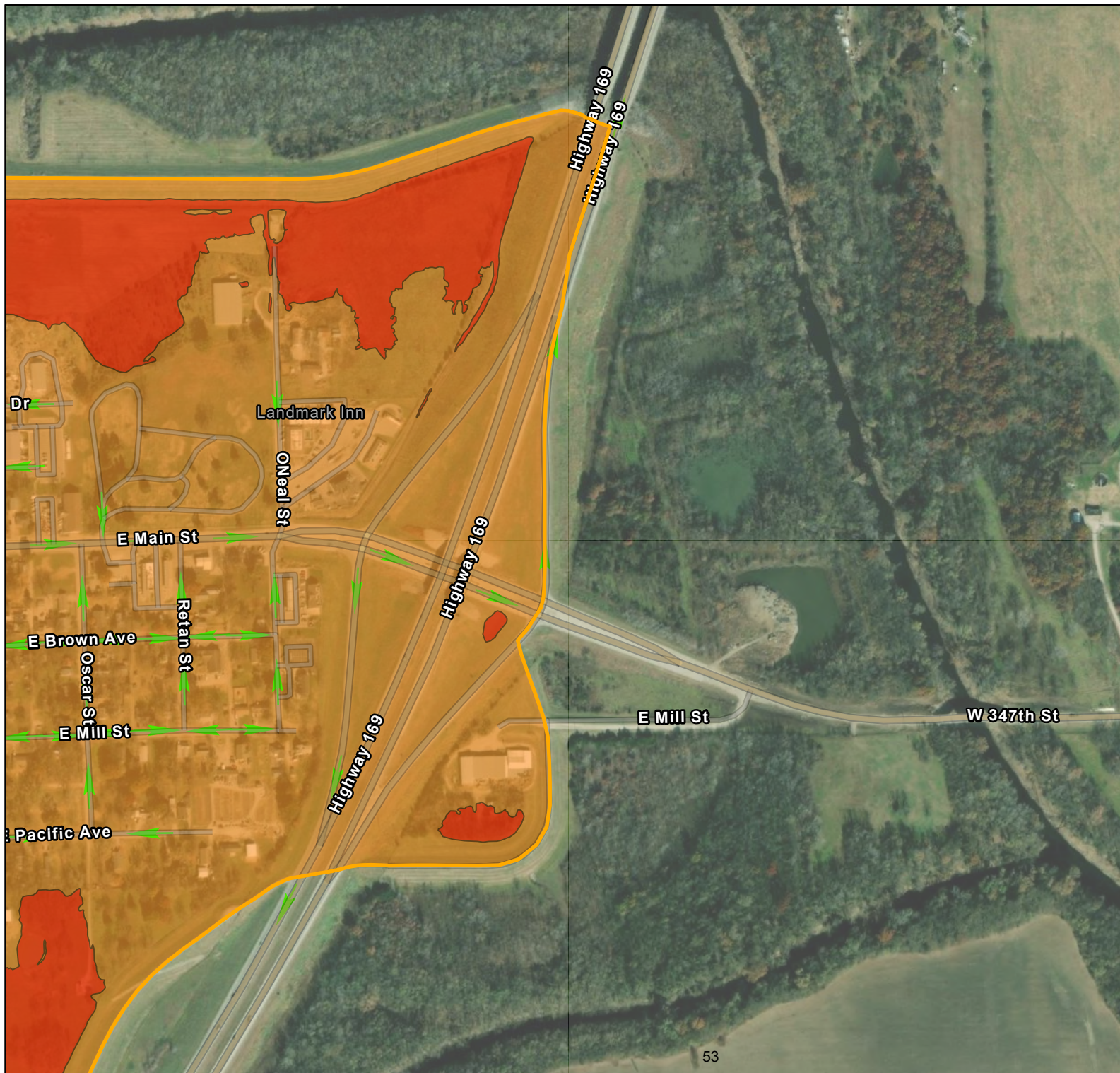
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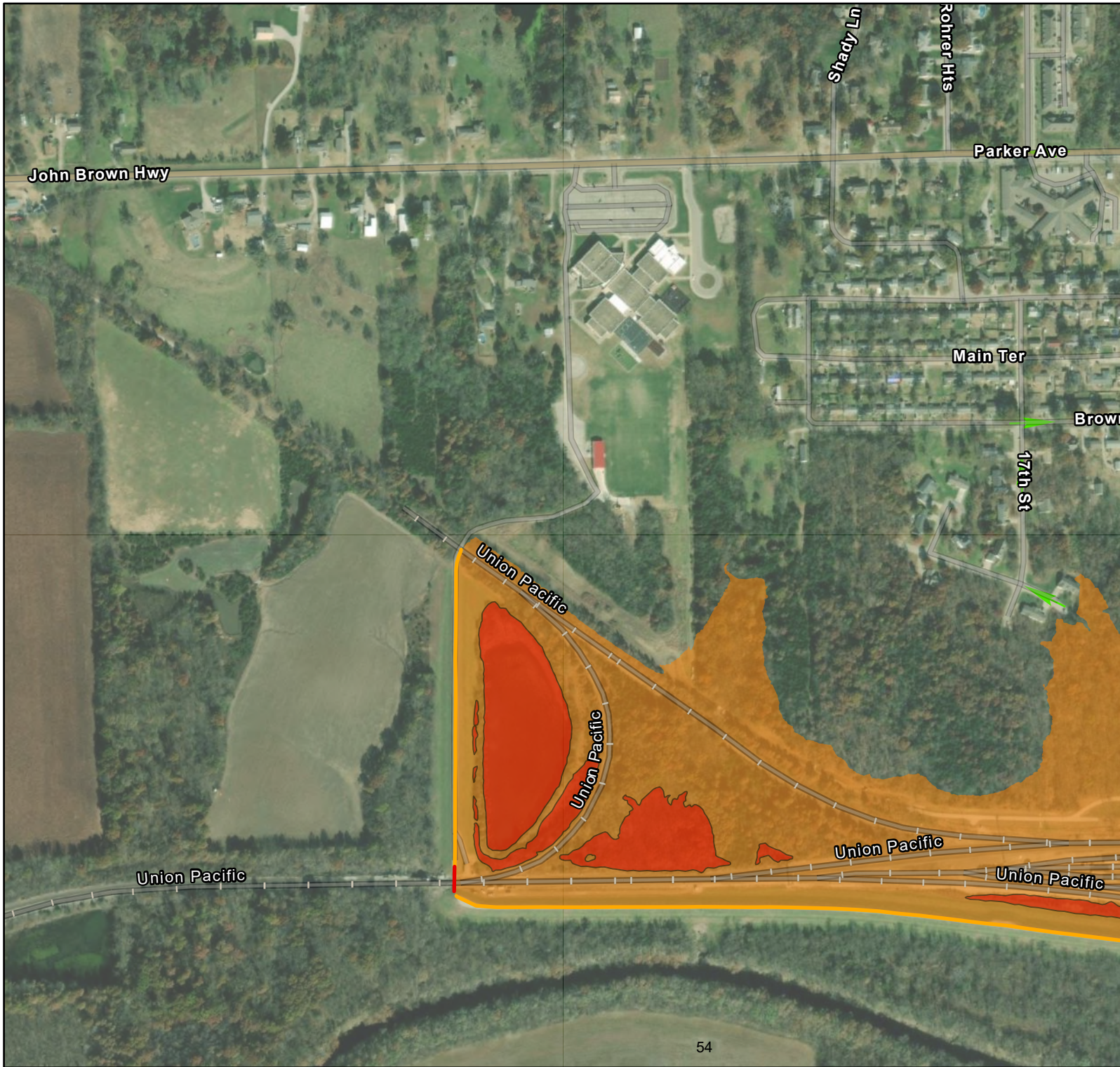
- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 3 of 7





Evacuation Map

Prepared for



City of Osawatometie
439 Main Street
P.O. Box 37
Osawatometie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

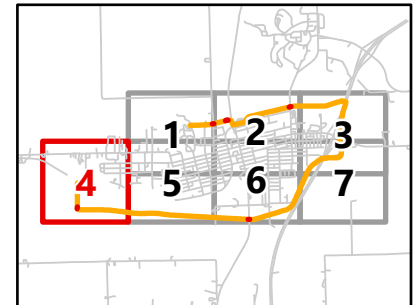


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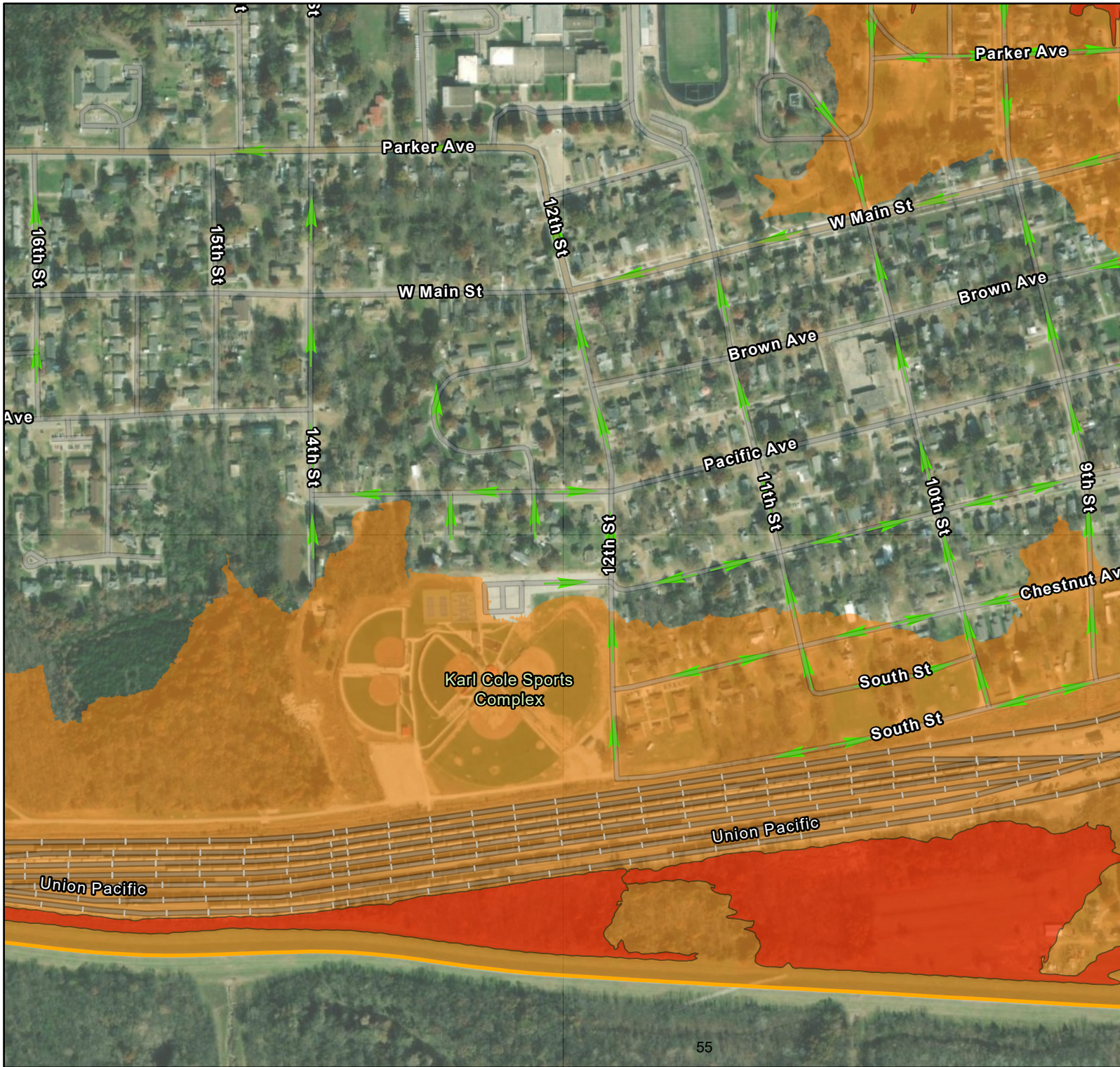
Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 4 of 7



Evacuation Map

Prepared for



City of Osawatamie
439 Main Street
P.O. Box 37
Osawatamie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

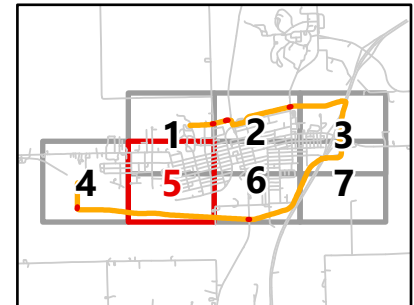


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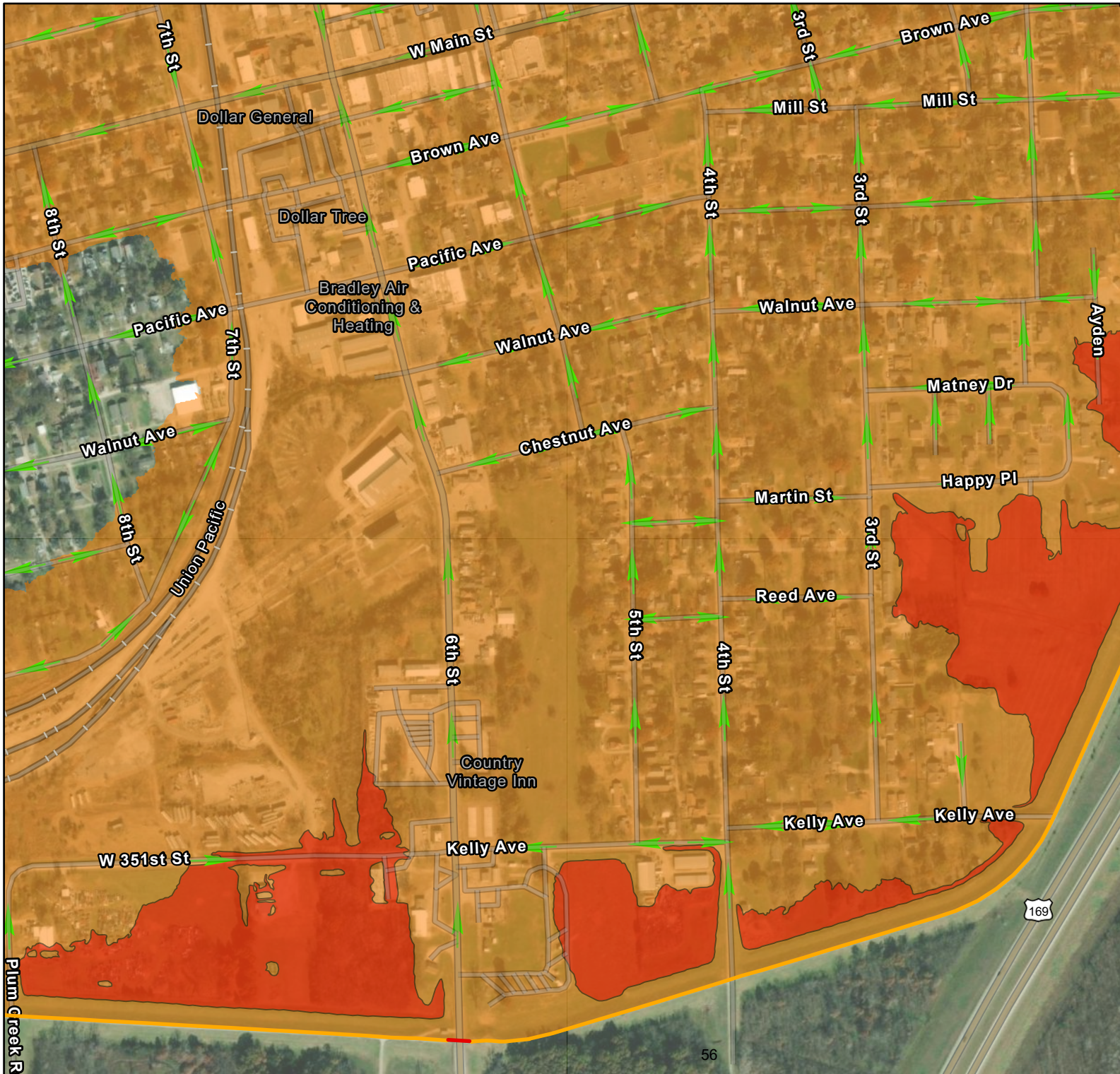
Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 5 of 7



Evacuation Map

Prepared for



City of Osawatimie
439 Main Street
P.O. Box 37
Osawatimie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

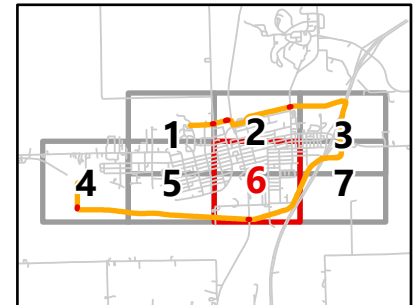


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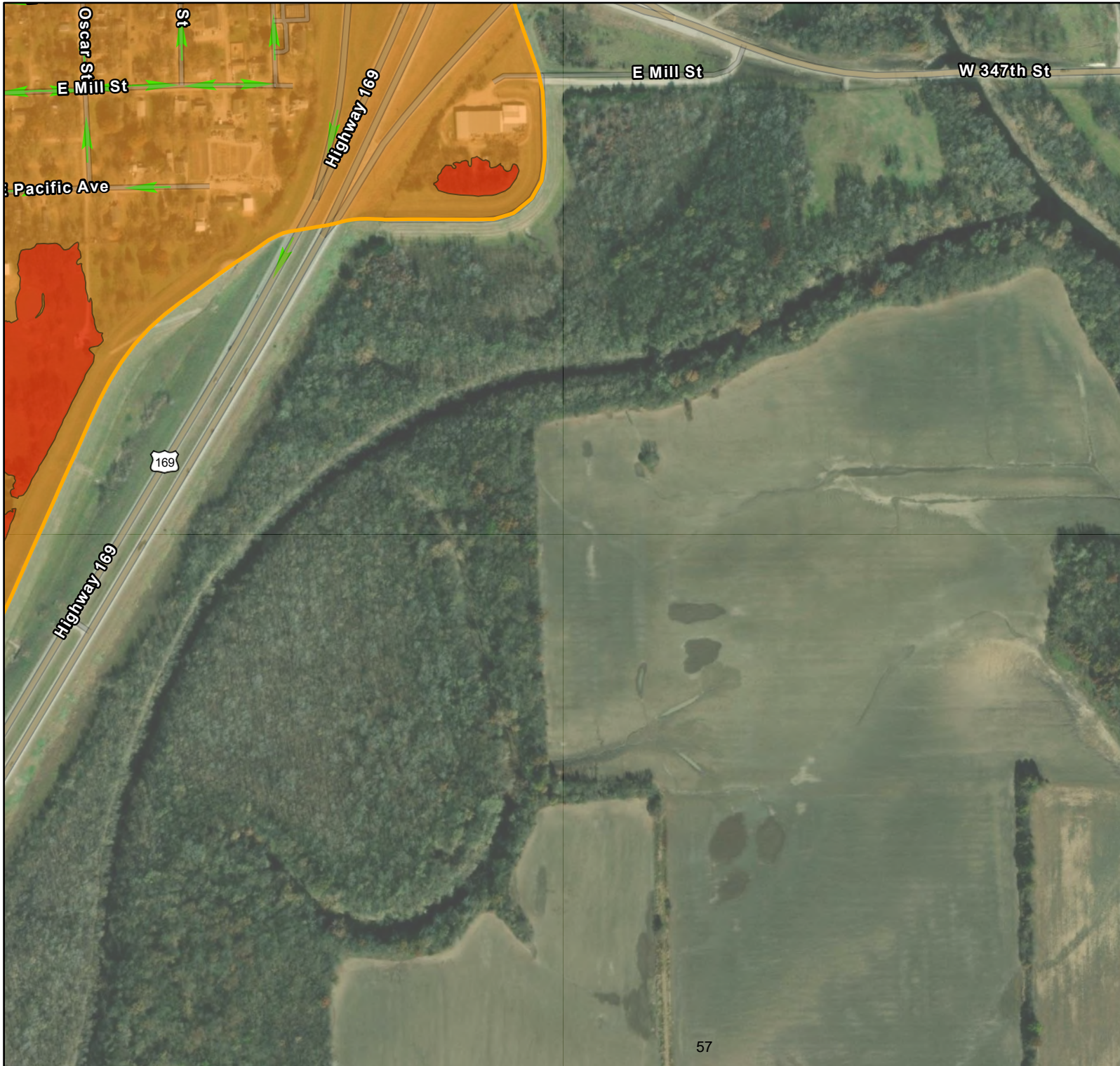
Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map



Sheet 6 of 7



Evacuation Map

Prepared for



City of Osawatometie
439 Main Street
P.O. Box 37
Osawatometie, KS 66064

Prepared by

wood.

100 SE 9th Street
Suite 400
Topeka, KS 66612

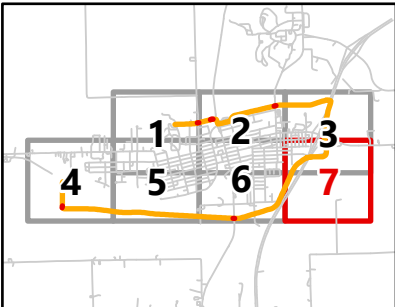


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Feet

Legend

- Stoplog Gap Closure
- Levee
- Evacuation Route
- Draft FEMA Certification Ponding Areas
- USACE Designated Protected Area
- Public Works Building

Key Map





City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	9.B.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Recommendation of the Water Study Committee

RECOMMENDATION: Approve the Resolution

DETAILS: The council adopted Resolution 844 earlier this year. The committee met multiple times, reviewed a significant amount of information, toured multiple facilities, and weighed all the options carefully. The committee drafted their recommendation and at the November 18th meeting, reviewed and adopted the recommendation unanimously. Upon adoption of the recommendation, the committee adjourned for the final time.

Related Statute / City Ordinances	844
Line-Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 941

**A RESOLUTION ACCEPTING THE RECOMMENDATIONS
OF THE WATER STUDY COMMITTEE**

WHEREAS, the City of Osawatomie, Kansas, appointed a Water Study Committee via Resolution 844 to study and make a recommendation or recommendations to the Governing Body as to the most appropriate course of action for the Governing Body to make; and

WHEREAS, the Water Study Committee met on November 18, 2021 and voted unanimously to make its recommendation to the Governing Body; and

WHEREAS, the Water Study Committee has made its formal recommendations to the Governing Body on December 9, 2021; and

WHEREAS, that recommendation entails a phased approach to replace approximately seventy five percent (75%) of the city's water distribution lines, design and construct a new water treatment facility, and affect other tangential efforts associated with ensuring a continued supply of potable drinking water for the citizens of the City of Osawatomie.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 13th day of January, 2022 that the Governing Body accepts the recommendations of the Water Study Committee as adopted by the committee at their final meeting on November 18, 2021 and attached hereto as Attachment A.

BE IT FURTHER RESOLVED that the Governing Body hereby directs the City Manager and Deputy City Manager to take the necessary steps required to implement the recommendations of the Water Study Committee, it being the intent of this Governing Body, that all financial policies of the City of Osawatomie and any other policies and procedures of the City of Osawatomie be adhered to at all times with appropriate checks and balances in place to ensure accountability is maintained between the appointed officials of the City of Osawatomie and the Governing Body of the same.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

RESOLUTION NO. 941

ATTACHMENT A

To: Mayor Govea and the Osawatomie City Council

From: Water Study Committee

Re: Recommendation to Council Regarding the Osawatomie Water Plant & Distribution System

Date: November 18, 2021

Resolution 844, adopted by the City Council on February 11, 2021 required that the Water Study Committee be formed, meet regularly, and report back a recommendation to the City Council no later than June 1, 2021. With that date having passed due in large part to the multitude of issues facing the water utility, the financial impacts that this recommendation would potentially have, and finding a multi-pronged approach that allows us to secure secondary and tertiary sources of water, we are just now able to finalize our recommendation.

The Water Study Committee recommends the following actions by the City Council:

- 1.) Coordinate via a multi-agency interlocal agreement, the construction of a water line that interconnects Miami Co. RWD #2 to the Marais des Cygnes Public Utility Authority, as well as the City of Osawatomie. The committee believes that this construction project is eligible for American Recovery Plan Act (ARPA) monies and the city should pursue access to these funds vigorously.
- 2.) The city should initiate engineering on the new water treatment plant and water distribution lines (8" in diameter and above), as well as compile an RFP for issuance to potential construction companies.
- 3.) Simultaneously, the city should pursue financing options for the construction of a new water treatment plant as well as replacing aged water distribution lines via the USDA and KDHE's SRF programs. The goal should be to capitalize on funds that are either: 1.) currently available through ARPA; or 2.) included in the most recently approved infrastructure bill.
 - a. The estimated cost of building a new water treatment plant is ~\$20M. Additionally, the cost of replacing the water distribution lines is ~\$20M.
 - b. Osawatomie's median household income value is: \$33,309. USDA requires water rates to equate to 1.5% of this figure/month, or: \$41.64 prior to being "grant eligible". In consultation with our city engineer as well as the USDA, we could easily qualify for grants equal to 45% of this project (see Attachment A).
- 4.) Building on recommendation point #2, interest rates assumed for this project are 1.75%. Due to the size of the project, as well as Osawatomie having an LMI that supports a lower rate, and the fact that this project is a security/safety/sanitary issue, we most likely could qualify for USDA's lowest rate which is 1.25%.
 - a. Maximum grant eligibility is 45%. Due to ongoing issues with our water treatment facility, our engineering firm, BG Consultants believes we may realize a bit of principle forgiveness on the temporary financing side through the KDHE SRF program. KDHE has forgiven

upwards of 30% of a project before, but we have not taken this fact into consideration for our recommendation as it is not a guarantee.

- b. Borrowing \$19,422,288 on a 40-year loan with a 1.75% interest rate shows a monthly payment of \$56,300. Annually, that amounts to: \$675,500. We are currently transferring more than \$300,000 annually from the water fund.
- 5.) The water study committee further recommends that the city cease transfers from the water fund and dedicate these funds instead to reserves for use on these two projects. The ultimate goal should be to minimize to the greatest extent possible, the amount of loan dollars the city needs to borrow.
- 6.) Finally, the city needs to get back to a policy of capping transfers at 5% from each utility fund, which is a rate equivalent to the franchise rates we charge to private utilities. The city needs to establish a goal of reaching this transfer cap (franchise fee equivalent) by the 2024 budget year. If not accomplished, we will once again find ourselves not adequately funding the repair and replacement of our utilities.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.F
	Date:	December 7, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 946 – Resolution relating to the review and acceptance of City Council Policies 101 through 107.

RECOMMENDATION: Approve Resolution 946 relating to the review and acceptance of City Council Policies 101 through 107.

DETAILS: Council Policies should be reviewed at the end of every calendar year so that City Council has an annual opportunity to review, amend, or rescind previously passed policies. The typical routine would be start review at the first December meeting take any recommended changes and comments and bring suggested changes back for City Council consideration at the first meeting in January of the following year.

RESOLUTION NO. 946

BY THE CITY OF OSAWATOMIE, KANSAS

**A RESOLUTION RELATING TO THE REVIEW AND ACCEPTANCE OF CITY
COUNCIL POLICIES 101 THROUGH 109.**

WHEREAS, the City of Osawatomie through its City Council established City Council Policies 101 through 109; and

WHEREAS, the City Council through the adoption of Resolution 787 agreed to a regular review of said policies the last review being conducted in 2020 and recognized in Resolution 834; and

WHEREAS, the policies have been provided to the City Council for their review during the month of December.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

SECTION ONE: That the City Council will during the month of December review current City Council Policies and recommend changes to City Staff by January 13th for consideration at the January 27th City Council meeting.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of January, 2022, a majority voting in favor of.

APPROVED and signed by the Mayor.

L. Mark Govea, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

City Council Policy Manual

101 Budget Amendments

102 Expenditure Authorization

103 Funeral Gifts and Memorials

104 Tax Increment Financing Policy

105 Cell Phone Policy

106 Recognition of Retirees

107 naming of Public Spaces

108 Internet Policy

109 Food Truck Program

110

111

112

113

114

115

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 101

Budget Amendments

1.01 It shall be the policy of the City of Osawatomie to authorize budget amendments as follows:

- a. Budget amendments between line items within the same object classification (account groupings such as "Personal Services" or "Contractual Services") may be approved by the City Manager.
- b. Budget amendments between line items outside of the same object codes but within the same department budget shall be approved by the City Manager and ratified by the City Council.
- c. Budget amendments between departments shall be approved by the City Council upon the recommendation of the City Manager.
- d. Budget amendments between funds shall follow the standard process in conformance with State Statutes.

1.02 No purchases which exceed budget authority as amended through the process described above shall be authorized for payment.

APPROVED BY THE GOVERNING BODY ON MAY 28, 2020

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 102

Expenditure Authorization

- 1.01 Department heads are hereby authorized to spend according to their approved budget, exclusive of all capital equipment purchases greater than \$2,500, which must be approved by the City Manager. For purposes of this policy, the term "City Manager" may also refer to his/her designee.
- 1.02 The City Manager is authorized to spend according to the Citywide approved budgets and annual 10-Year Major Equipment Replacement Schedule. It is the responsibility of the City Manager on all capital equipment purchases over \$2,500 and under \$10,000 to solicit bids or quotes and on all capital equipment purchases over \$10,000 to solicit written bids and make the purchase on the lowest and/or best bidder. In the case of an emergency, the City Manager is authorized to expend funds from the City's General Fund Contingency Account without obtaining bids or quotes.
- 1.03 A listing of all purchases will be presented in the Monthly Appropriations Report to the City Council and will be available to the public in the City Clerk's Office.
- 1.04 For all capital equipment purchases over \$2,500 that are not part of the approved budget or annual 10-Year Major Equipment Replacement Schedule the City Manager shall cause bids to be solicited, and shall forward the purchase recommendation to the responsible City Council committee for action by the Committee and the City Council.
- 1.05 For all bids awarded by the City Council it will be the responsibility of the City Manager to make the appropriate expenditures in accordance with the bid approved by the City Council.
- 1.06 The City Manager has the authority to approve change orders related to a Capital Improvement Project up to a cumulative total of 2% of the bid or proposal and less than \$20,000. The City Manager at the time a project is bid can request that the City Council grant a waiver to this Policy. This waiver will only be granted if a Resolution establishing a new maximum amount is presented to the City Council for consideration and passed by a majority of the Governing Body.

APPROVED BY THE GOVERNING BODY ON JULY 9, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 103

Funeral Gifts and Memorials

- 1.01 It shall be the policy of the City of Osawatomie to donate gifts upon the death of an employee, elected official, appointed official, or any related family member.
- 1.02 Family member shall be based on the definition proved in the City of Osawatomie's Personnel Policy.
- 1.03 Gifts shall not exceed \$75.00 and will be paid out of the General Fund Administration account.
- 1.04 The Mayor has the authority to expand the definition of this policy and donate gifts to other civic leaders and their family members.
- 1.05 Persons wishing to install memorials in City-owned public spaces must adhere to specified memorial regulations regarding size, installation location, type of memorial, etc., which will be submitted to the City Manager, or his/her designee, for approval.
- 1.05 The City Council will on a bi-annual basis review this policy to ensure that the gift amount is appropriate.

APPROVED BY THE GOVERNING BODY ON JULY 9, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 104

Tax Increment Financing Policy

1.01 OBJECTIVES

The purpose of this Policy is to establish the official position and procedures of the City of Osawatomie, Kansas, for considering applications for Tax Increment Financing ("TIF") used for economic development and redevelopment purposes in accordance with the provisions of K.S.A. 12-1770 through 12-1780.

1.02 SCOPE

The City recognizes that the proper use of Tax Increment Financing can promote, stimulate and develop the general and economic welfare of and quality of life in the City. The City is committed to the high quality and balanced growth and development of the community; to preserving the City's unique character and distinctive atmosphere; and to revitalizing and redeveloping areas of the City. Although the City does not encourage the practice of subsidizing private businesses with public funds, insofar as the City's objectives are substantially advanced by the expansion of the tax base and enhancement of the local economy, the City will consider, on a case-by-case basis, the approval of TIF projects where, but for the availability of TIF, such projects would not be economically viable. It is the policy of the City that any decision regarding the approval of TIF projects will be made in accordance with the guidelines, criteria, and procedures outlined in this Policy. Nothing herein shall imply or suggest that the City be under any obligation to approve a TIF project for any applicant.

1.03 DEFINITIONS

For the purpose of this Policy, the words or phrases as used in either the Kansas Constitution, applicable State statutes, or this Policy shall have meaning or be construed as follows:

Applicant: The individual or business and its officers, employees, and agents requesting approval of the TIF Project.

Associated Therewith: As used with respect to tangible personal property shall mean being located within, upon, or adjacent to buildings or added improvements to buildings.

Blighted Area: An area of real property qualifying as such, in the opinion of the Governing Body, pursuant to K.S.A. 12-1771.

Feasibility Study: A comprehensive study, prepared as required under K.S.A. 12-1771, which shows the benefits derived from the TIF Project will exceed the costs and the income therefrom will be sufficient to pay for the Project.

Redevelopment Plan: A description of a TIF Project, which includes the requirements of K.S.A. 12-1772.

TIF District: An area determined to be a redevelopment district by the Governing Body pursuant to the requirements of K.S.A. 12-1771.

TIF Project: The improvements to real property for which Tax Increment Financing has been approved.

Tax Increment: The difference between the amount of *ad valorem* property taxes assessed against the TIF District prior to the completion of the TIF Project and the amount of *ad valorem* property taxes assessed against the TIF District after completion of the TIF Project. For example, if the taxes assessed prior to completion of the TIF Project were \$5,000, and the taxes assessed after the completion of the TIF Project were \$50,000 annually, the "tax increment" would be \$45,000.

1.04 PROVISIONS

A. Legal Authority

Pursuant to K.S.A. 12-1771, the City may create TIF Districts in blighted areas, conservation areas, and enterprise zones created pursuant to K.S.A. 12-17,110. Certain costs of improvements within the TIF District may be reimbursed to the developer or paid through the issuance of special obligation bonds or full faith and credit bonds. Funds to pay the reimbursement or to retire the bonds are generated by the tax increment and other sources that may be pledged by the City. This authority is discretionary and the City may provide for Tax Increment Financing in an amount and for the purposes more restrictive than that authorized by statute.

No privately owned property shall be acquired and redeveloped under the provisions of the Act if the Miami County Board of Commissioners or the Board of Education levying taxes on property proposed to be included in the TIF District determines that the proposed TIF District will have an adverse effect on such county or school district.

B. Eligible TIF Expenses

The Act specifies permissible TIF expenses, including:

- a. Acquisition of property within the TIF Project area;
- b. Payment of relocation assistance;
- c. Site preparation;
- d. Sanitary and storm sewers and lift stations;
- e. Drainage conduits, channels and levees;
- f. Street grading, paving, graveling, macadamizing, curbing, guttering and surfacing;
- g. Street lighting fixtures, connection and facilities;
- h. Underground gas, water, heating, and electrical services and connections located within the public right-of-way;
- i. Sidewalks and pedestrian underpasses or overpasses;
- j. Drives and driveway approaches located within the public right-of-way;
- k. Water mains and extensions;
- l. Plazas and arcades;
- m. Parking facilities, including parking structures;
- n. Landscaping and plantings; fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; and
- o. All related expenses to redevelop and finance the Redevelopment Project

The costs of construction of buildings or other structures to be privately owned are not eligible TIF expenses.

C. Bond Authority

The City may use proceeds of special obligation bonds or full faith and credit tax increment bonds to finance the undertaking of a redevelopment project, as provided in K.S.A. 12-1774. The maximum maturity of any such special obligation bonds or full faith and credit tax increment bonds shall be twenty (20) years. The City may also issue industrial revenue bonds or private activity bonds to benefit a developer located within a TIF District.

1. Special Obligation Bonds

The City may issue special obligation bonds to finance permissible expenses of the TIF District. Such bonds shall be payable, both as to principal and interest: (1) from property tax increments allocated to, and paid into a special fund of the City; (2) from revenues of the City derived from or held in connection with the undertaking and carrying out of any Project; (3) from private sources, contributions or other financial assistance from the state or federal government; (4) from the increased franchise fees and city sales tax; or (5) from any combination of these methods.

Special obligation bonds are not general obligations of the City, nor in any event shall they give rise to a charge against its general credit or taxing powers or is payable out of any funds or properties other than those sources set forth above. Should the annual increment fall short of the amount necessary to pay the principal and interest of the special obligation bonds issued under this Policy, the remaining amount payable is the responsibility of the applicant, not the City.

If a special obligation bond issued under this Policy is offered to the public, an investment grade rating must be assigned to the issue; if the bond is privately placed, it may be issued without a rating, but must be sold to an accredited investor as that term is defined by securities industry standards.

2. Revenue Bonds

Industrial revenue bonds may be issued by the City pursuant to K.S.A. 12-1740 *et seq.* to benefit a developer within the TIF District. All state law benefits associated with such bonds shall be available, except that no *ad valorem* tax abatement shall be available.

D. Reimbursement Authority

Pursuant to Attorney General Opinion 96-45, TIF can be used to reimburse a developer for eligible TIF expenses as opposed to issuing bonds; this is the preferred method of granting TIF benefits. Under this method, the City agrees to reimburse the developer for eligible TIF expenses over a period of time not to exceed twenty (20) years with interest on the outstanding reimbursement amount. The reimbursement amount and interest is paid solely from all or a portion of the tax increment, and the developer takes the risk that the portion of the increment pledged for reimbursement will be insufficient to retire the eligible TIF expenses and interest.

E. Amount of Tax Increment Financing Available

1. Criteria

The primary objectives of the City in granting TIF for economic development are: (a) promote, stimulate and develop the general and economic welfare of the citizens of Kansas and the City; (b) promote the general welfare of the citizens of Kansas the City through assisting in the development, redevelopment, and revitalization of central business areas, blighted areas, conservation areas, and environmentally contaminated areas located within the City; (c) create new jobs and retain existing jobs; and (d) expand the economic and tax base of the City. The City recognizes that a simple system of determining the amount of TIF to be granted in order to reach these objectives may not always be equitable if applied uniformly to different kinds of redevelopment plans. As a result, in determining the actual amount and duration of TIF to be granted, the City shall consider the factors and criteria set forth in this Policy under the Analysis of Costs and Benefits, as well as the amount and duration of previous TIF Projects supported by the City.

2. Capital Investment

To be considered for TIF, an individual or business should be making a minimum capital investment in the City of \$5,000,000.00. The term "capital investment" means the acquisition cost of land, buildings and tangible personal property constituting capital assets for accounting purposes. The minimum amount of capital investment required for TIF Projects, as provided herein, may be waived by the City based upon the unique nature of the project as determined by the Governing Body.

F. Analysis of Costs and Benefits

Prior to granting TIF, the City shall prepare, or direct to be prepared, a cost benefit analysis examining the costs and benefits to the public of the proposed TIF Plan. The Cost-Benefit Analysis shall be performed on a model approved by the City and shall be in addition to the Feasibility Study. The cost of preparing the Cost-Benefit Analysis shall be paid by the applicant. This cost will be in addition to the application fee required under this Policy. The City shall use the Cost-Benefit Analysis to assist in its decision-making process, but the results of the analysis will not be determinative or obligate the City to any course of action. The Cost-Benefit Analysis shall consider, but not be limited to, the following factors, as applicable:

1. The market value of the applicant's investment in real and personal property;
2. The property tax, sales tax, franchise fees, transient guest tax, and other tax and revenue that may result and directly benefit the City;
3. The number and average employee salary of full-time equivalent jobs that will be created;
4. The expenditures that local government will need to make to provide streets and utilities, police and fire protection, and other services as a result of the TIF Project;
5. The expenditures for police and fire protection, recreation, street maintenance, social programs, etc., for the new residents associated with the TIF Project;
6. The expenditures for public capital investments (library, streets, etc.) for the new residents associated with the TIF Project;
7. The expenditures by the local school district(s) to provide the facilities and to educate the students of the new residents associated with the TIF Project;
8. Other public or private expenditures associated with attracting a new business;
9. The kinds of jobs created in relation to the types of skills available from the local labor market;

10. The degree to which the ultimate market for the applicant's business products and services is outside the community, recognizing that outside markets infuse "new money" to the local economy;
11. The potential of the applicant's business for future expansion and additional job creation;
12. The indirect costs and benefits the applicant's business may have by creating other new jobs and businesses, including the utilization of local products or other materials and substances in manufacturing;
13. The compatibility of the location of the applicant's business with land use and development plans of the City and the availability of existing infrastructure facilities and essential public services;
14. An evaluation of the applicant's current and projected financial strength and market viability;
15. The number and average employee salary of full-time equivalent jobs that will be retained in the City, community, or State as a result of the applicant's decision to locate or remain in the City; and
16. The value added, including tangible costs and benefits such as City reputation, congestion, environment, and quality of life to the City and community as a result of the unique nature of the applicant's business.

G. Application of "But-For" Principle

All TIF applications shall be considered in light of the "but-for" principle, i.e., the TIF must make such a difference in the decision of the applicant that the Project would not be economically feasible but for the availability of the TIF. The Governing Body does not encourage the subsidy of private businesses with public funds, the indirect consequence of TIF, unless some measurable public good results, as determined by the City, and the public subsidization can reasonably be expected to make a significant difference in achieving one or more objectives of the City. The Governing Body shall also review the Internal Rate of Return to make sure that TIF revenues are necessary in achieving a rate of return commensurate with the risk and size of the project.

H. Unfair Competition

In reviewing TIF proposals, the Governing Body shall consider whether or not such financing is likely to create an unfair advantage for the applicant over any existing competing business within the City.

I. Distribution of *Ad Valorem* Taxes

All tangible taxable property located within a TIF District shall be assessed and taxed for *ad valorem* tax purposes pursuant to law in the same manner that such property would be assessed and taxed if located outside such district, and all *ad valorem* taxes levied on such property shall be paid to and collected by the county treasurer in the same manner as other taxes are paid and collected.

Some or all of the increment in ad valorem property taxes resulting from a redevelopment district may be apportioned by the City to a special fund for the payment of the eligible TIF expenses of the TIF Project, including reimbursement or the payment of principal and interest on any special obligation bonds or full faith and credit tax increment bonds issued.

J. Condemnation

The use of condemnation, permitted under K.S.A. 12-1773, will be considered by the Governing Body only upon a finding that the applicant has attempted, in good faith, to acquire the property privately. In the event condemnation is approved by the Governing Body, the applicant shall be responsible for all costs associated with the proceedings, including court or litigation costs, attorney's fees and the final condemnation awards made.

K. Waiver of Requirements

The Governing Body reserve the right to grant or deny TIF for the development or redevelopment of a District under circumstances beyond the scope of this Policy, or to waive any procedural requirement. However, no such action or waiver shall be taken or made except upon a finding by the Governing Body that a compelling or imperative reason or emergency exists, and that such action or waiver is found and declared to be in the public interest. The Governing Body shall not waive any procedural requirement of State Law.

1.05 PROCEDURES

The following basic procedures shall govern the approval of TIF Projects within the City. All requests for Tax Increment Financing shall be considered and acted upon in accordance with this Policy.

A. Proposal

The applicant shall apply for approval of a TIF Project by filing with the Public Works Department five (5) copies of a written proposal on a form provided by the Public Works Department. The proposal shall include, but is not limited to: (a) a proposed comprehensive plan that identifies all the proposed redevelopment project areas and that identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved in each redevelopment project area; (b) description and map of the proposed redevelopment district; (c) description of the proposal boundaries of the redevelopment district; (d) information regarding expected capital expenditure by the applicant; and (e) a proposal for development assistance. The Public Works Department shall retain one copy and distribute the remaining copies to: City Manager, City Attorney, City Clerk and City Treasurer. The City will consider full and complete proposals, and additional information as may be requested by the Governing Body. Any inaccuracy, misstatement of or error in fact may render the proposal null and void and may be cause for the repeal of any development assistance rendered through the TIF statutes granted by the City in reliance upon said information.

B. Proposal and Renewal Fees

All proposals shall be accompanied by an application fee of \$5,000. This fee is in addition to other fees which may be required by the City, including fees for the issuance of tax exempt or taxable bonds, costs incurred for preparation of the Feasibility Study as required by K.S.A. 17-1771, costs associated with the Cost and Benefit Analysis required by the City and costs incurred, if any, for review and work done by the City's Financial Advisor and Bond Counsel. Actual costs incurred for review shall be billed by the City Clerk for payment within thirty (30) days of the review process.

C. Initial Review Procedure

On receipt of the completed proposal and the required fee, the City Manager shall determine whether the proposal is complete and sufficient for review. If the proposal is complete, the City Manager shall immediately notify the applicant of the need for such changes or additions as

deemed necessary. The matter shall then be referred to the City Attorney for a decision as to whether the proposed area of a redevelopment meets the requirements of a redevelopment district, as described under K.S.A. 12-1771. The City Manager shall notify the Finance Committee of the Governing Body, if the proposal is found complete and is for a purpose, which appears to be authorized by law.

D. Review by Finance Committee

The Finance committee ("Committee") shall review requests and applications for TIF, evaluate the proposed TIF District and verify that redevelopment is necessary to promote the general and economic welfare of the City, gather and review such additional information as may be deemed necessary to determine if the applicant meets the objectives of this Policy, conduct preliminary discussions with the applicant, discuss terms of an agreement to be drafted by the City Attorney or his/her designee for Governing Body consideration and to recommend to the Governing Body whether the proposal should be favorably considered. In reviewing the information, the Committee may utilize the services of consultants, including but not limited to bond counsel and financial advisors. Committee records, including proposals submitted for TIF, may be withheld from public disclosure as provided under the Kansas Open Records Act, but shall be available for public inspection when otherwise required by law.

E. Governing Body Action

1. Reviewing and Establishing the TIF District

Upon receiving the recommendation of the Committee, the Governing Body shall determine whether to reject the TIF proposal or to further consider the request. Upon a favorable vote for further consideration, the Governing Body shall take action to establish a TIF District, unless such District is already in existence. The Governing Body must conclude that redevelopment of the proposed area is necessary to promote the general and economic welfare of the City. If such a finding is made the Governing Body may adopt a resolution.

A. TIF District Resolution

The resolution shall state that the City is considering the establishment of a TIF District; additionally, it shall: (1) give notice that a public hearing will be held to consider the establishment of a redevelopment district and to fix the date, hour and place of such hearing; (2) describe the proposed boundaries of the redevelopment district; (3) describe a proposed comprehensive plan that identifies all of the proposed redevelopment project areas and that identifies in a general manner all of the buildings and facilities that are proposed to be constructed or improved in each development project area; (4) state that a description and map of the proposed redevelopment district are available for inspection at a time and place designated; and (5) state that the Governing Body will consider findings necessary for the establishment of a redevelopment district.

No elected or appointed officer, employee or committee of the City, and no Chamber of Commerce, Board, Development Council, or other public or private body or individual, shall be authorized to speak for and commit the Governing Body to the provision of TIF, nor to the establishment of TIF District. Such resolution shall be an expression of good faith intent, but shall not in any way bind the City to establishing a TIF District.

B. Notice and Hearing

No TIF District shall be established, nor TIF granted, by the City prior to notice and a public hearing as required by K.S.A. 12-1771. Upon request, the City Clerk shall provide any public agency with a copy of the proposal and a description and map of the proposed TIF District. The applicant or his/her designee is required to attend the public hearing.

C. Establishing the TIF District

Upon the conclusion of the public hearing and determination by Osawatomie City Attorney that the proposed area complies with K.S.A. 17-1771, the Governing Body may establish the TIF District by ordinance. Any addition of area to the TIF District or any substantial change to the comprehensive plan shall be subject to the same procedure for public notice and hearing as is required for the establishment of the District.

2. The Redevelopment Project

The Governing Body and the Planning Commission will consider the redevelopment project as proposed. Together, they will prepare a redevelopment plan. The Planning Commission must determine that the Plan is consistent with the comprehensive general plan for the development of the City.

A. Redevelopment Plan

The redevelopment plan shall include: (1) a summary of the Feasibility Study; (2) a reference to the redevelopment district that identifies the redevelopment project area that is set forth in the comprehensive plan that is being considered; (3) a description and map of the area to be redeveloped; (4) the relocation assistance plan, as required by K.S.A. 17-7777; (5) a detailed description of the buildings and facilities proposed to be constructed or improved in such area; and (6) any other information the Governing Body deems necessary to advise the public of the intent of the Plan.

A copy of the redevelopment plan shall be delivered to the Miami County Board of Commissioners and the Board of Education of any school district levying taxes on property within the proposed redevelopment project area. Upon a finding by the Planning Commission that the redevelopment plan is consistent with the comprehensive general plan for the development of the City, and determination by the Governing Body that said Plan shall be further considered, the Governing Body will or may adopt a resolution.

B. Redevelopment Plan Resolution

The resolution shall state that the Governing Body is considering the adoption of the Plan. Such resolution shall: (1) give notice that a public hearing will be held to consider the adoption of the redevelopment plan and fix the date, hour and place of such public hearing; (2) describe the boundaries of the TIF District within which the redevelopment project will be located and the date of establishment of such a district; (3) describe the boundaries of the area proposed to be included within the TIF Project area; and (4) state that the redevelopment plan, including a summary of the Feasibility Study, relocation assistance plan and financial guarantees of the prospective developer and a description and map of the area to be redeveloped are available for inspection during regular office hours in the office of the City Clerk.

Where the Governing Body determine that it will or may issue full faith and credit tax increment bonds to finance the redevelopment project, in whole or in part, the resolution shall also include notice thereof.

The date fixed for the hearing shall be no less than 30 or more than 70 days following the date of the adoption of the resolution fixing the date of the hearing.

3. Hearing

At the public hearing, a representative of the City shall present the City's proposed redevelopment plan. Following the presentation of the Plan, all interested persons shall be given an opportunity to be heard. The Governing Body for good cause shown may recess such hearing to a time and date certain, which shall be fixed in the presence of persons in attendance at the hearing.

Following the public hearing, the Governing Body may adopt the redevelopment plan by ordinance passed upon a 2/3 vote. Any substantial changes to the Plan as adopted shall be subject to public hearing.

No full faith and credit bonds or special obligation bonds may be issued until the sixty-day protest period expires after the date of the public hearing.

F. Acquisition of Land

The City may proceed to acquire property within the TIF District by purchase or eminent domain (with 2/3 vote of the Governing Body) and implement the Plan. However, the City may not exercise eminent domain in conservation areas.

1.06 Responsibility for Enforcement

The City Manager shall be responsible to the Governing Body for the enforcement of this Policy.

REFERENCES

K.S.A. 12-1770 through 12-1780; 12-17,110; and 12-1740.

APPROVED BY THE GOVERNING BODY ON _____, 20__

**CITY OF OSAWATOMIE
439 MAIN ST.
OSAWATOMIE, KANSAS 66064
(913) 755 - 2146**

APPLICATION FOR TAX INCREMENT FINANCING

(Applicant may attach supplemental documents to the application rather than typing the answers on the form below. The supplemental documents shall be in the same order as requested below.)

A. Project:

1. Business Name _____
Address _____
Telephone # _____
Fax # _____
Contact Person _____

2. Brief description of business.

3. Names and addresses of the principal owners, officers, and directors of the firm requesting the Tax Increment Financing.

4. Legal description, address, parcel IDs, and size of project site.

5. Proposed Project: Description of building(s) including square footage, materials, proposed use, etc. Attach site plan if available.

6. If property is to be subdivided, describe division planned.

7. Estimated Project Costs: (Please enclose construction pro forma, if available)

- | | | |
|-------------------------------------|----|-------|
| a. Land Acquisition | \$ | _____ |
| b. Public Improvements | | _____ |
| c. Site Improvements | | _____ |
| d. Demolition | | _____ |
| e. Building(s) | | _____ |
| f. Equipment | | _____ |
| g. Architectural & Engineering Fees | | _____ |
| h. Legal Fees/Other Consulting Fees | | _____ |
| i. Financing Costs | | _____ |
| j. Contingencies | | _____ |
| k. Other _____ | | _____ |
| l. Other _____ | | _____ |

TOTAL: \$ _____

8. Source of Financing

- | | | |
|-----------------------------|----|-------|
| a. Equity | \$ | _____ |
| b. Bank Financing | | _____ |
| c. Tax Increment Assistance | | _____ |
| d. Other _____ | | _____ |
| e. Other _____ | | _____ |

TOTAL: \$ _____

9. Form of tax increment financing requested: _____ Pay-as-You-Go or
_____ Bonds.

10. Name and address of architect, engineer and general contractor

11. Project Construction Schedule

- a. Construction Start Date _____
- b. Construction Completion Date _____
- c. If phased project:
- | | |
|------------|------------------|
| _____ Year | _____ % Complete |
| _____ Year | _____ % Complete |

12. Total estimated market value of project upon completion \$ _____

13. Estimated real estate taxes generated by project upon completion (Please show calculations)

14. Projected number of new jobs created:

_____ Full-time

_____ Part-time

_____ Seasonal

B. Tax Increment Financing Request

1. Describe the amount and purpose for which tax increment financing is required.

2. Statement of necessity for use of tax increment financing for project.

3. Specify below any other data or information you deem pertinent for the City's consideration in this application:

4. If requesting bonds, please attach two complete sets of the following items to the application:

- a. Certified copies of the applicant's financial audits for the past three years
- b. Applicant's most recent annual or quarterly financial report

5. Applicant acknowledges and agrees that all fees and expenses incurred in connection with this application or establishment of the TIF project, whether or not approved, will be paid by the

Applicant. The Applicant shall hold the City, its officers, consultants, attorneys and agents harmless from any and all claims arising from or in connection with the Project, including but not limited to any legal or actual violations of any State or Federal securities laws.

Applicant agrees and understands that a **non-refundable application fee of \$5,000** to the City of Osawatomie must be submitted with this application.

Partial completion of this application is permitted, however, prior to the adoption of the TIF agreement, the remaining supplementary information to complete this application must be furnished. Additional information may be required by the City's Attorney, Bond Counsel, or Financial Advisor.

It is understood and agreed the information required in this application or any other information will be disclosed to the City's financial team and may be disclosed to the public.

Applicant recognizes and agrees that the City reserve the right to deny any Application for Tax Increment Financing at any state of the proceedings prior to adopting the resolution approving the district, that the Applicant is not entitled to rely on any preliminary actions of the City prior to the final resolution, and that all expenditures, obligations, costs, fees or liabilities incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City.

The undersigned, a duly authorized representative of the Applicant hereby certifies that the foregoing information is true, correct and complete as of the date hereof and agrees that the Applicant shall be bound by the terms and provisions herein.

DATE: _____

APPLICANT: _____

BY: _____

ITS: _____

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 105

Cell Phone Policy

- 1.01 The City of Osawatomie strives to provide its employees with electronic equipment and communication tools to facilitate the efficient and effective fulfillment of job responsibilities.
- 1.02 It shall be the policy of the City of Osawatomie to issue employees a mobile phone device or to offer a monthly mobile phone stipend in the place of a city issued cell phone to allow efficient and cost-effective execution of City business.
- 1.03 All City-issued mobile phones are subject to the approval of Department Heads and will remain City property at all time
- 1.04 All monthly mobile phone stipends are subject to the approval of Department Heads.
- 1.05 The amount of the mobile phone stipend is \$40 per month and will be paid through the payroll system as a taxable benefit. This rate is administered and overseen by the Finance and Human Resources departments and will be reviewed yearly.
- 1.06 Employees are required to provide the department head the phone number for any City-issued mobile phone or mobile phone which a stipend is received.
- 1.07 Employees are required to have any City-issued mobile phone or mobile phone which a stipend is received with them and on during their assigned shift.
- 1.08 Employees must log in to the phone with at least one method: a password, pass-code, pattern, and/or biometric measure (fingerprint, face scan). Employees who fail to meet requirements to secure and maintain the cell phone may be subject to disciplinary action.
- 1.09 Any accessories and/or special features, other than a City-issued protective case for City-issued phones will be at the employee's expense. All repairs, maintenance, loss of cell phone and/or accessories will generally be the responsibility of the City for City-issued phones.. Employees may, however, be liable for costs of replacement or other expenses if it is determined that they did not use reasonable care and control to protect the device.

- 1.10 New phones, accessories and/or special features will be at the employee's expense when receiving a mobile stipend. All repairs, maintenance, loss of cell phone and/or accessories will be the responsibility of the employee when receiving a mobile stipend.
- 1.11 Records conducted on behalf of the city are subject to the Kansas Open Records act under KSA Section 45-402(d) and must be maintained as required.
- 1.12 Employees whose duties no longer require a city-issued phone or whose employment is terminated are required to surrender the phone to their Department Head or Human Resources.
- 1.13 If the Department Head authorizes usage of an application (or app) on a personally-owned device for which the employee has to sign in using credentials or accounts provided by the city, then upon separation from the City the employee may be required to show that they have logged out or removed the app from their device.
- 1.14 Employees will be required to sign a mobile device policy to certify that they have read and understand the policy.

APPROVED BY THE GOVERNING BODY ON SEPTEMBER 24, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

City-Issued Mobile Device Policy

The City of Osawatomie issues mobile phones to allow efficient and cost-effective execution of City business. Mobile phones and services will be acquired following the City's purchasing policies and procedures. All City-issued mobile phones are subject to the approval of Department Heads and will remain City property at all times.

The phone must be on and with you during your assigned shift.

Accessories and/or special features, other than a City-issued protective case, will be at the employee's expense. All repairs, maintenance, loss of cell phone and/or accessories will generally be the responsibility of the City. Employees may, however, be liable for costs of replacement or other expenses if it is determined that they did not use reasonable care and control to protect the device.

Employees must log in to the phone with at least one method: a password, passcode, pattern, and/or biometric measure (fingerprint, face scan). Employees who fail to meet requirements to secure and maintain the cell phone may be subject to disciplinary action.

Employees must keep updates current on the operating systems, applications, or other software on the mobile device.

Records conducted on a city device are subject to the Kansas Open Records act under KSA Section 45-402 (d) and must be maintained as required.

NO PERSONAL USE is allowed. The City reserves the right to inspect any data or content on any City-provided mobile device. Use of Pirated software or illegal content on a City-Issued device is strictly prohibited.

Employees whose duties no longer require a phone or whose employment is terminated are required to surrender the phone to their Department Head or Human Resources.

EMPLOYEE CERTIFICATION: I have read and understand the requirements of the City of Osawatomie City-Issued Mobile Device Policy and agree to adhere to them.

Employee Signature

Date: _____

Department Head: _____

Date: _____

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L. Mark Govea, Mayor

Mobile Device Stipend Policy

The City of Osawatomie offers a monthly mobile phone stipend in the place of a city issued cell phone to allow efficient and cost-effective execution of City business. All stipends are subject to the approval of Department Heads. The stipend is paid through the payroll system as a taxable benefit. The current stipend is \$40 monthly. This rate is administered and overseen by the Finance and Human Resources departments and will be reviewed yearly.

Employees must provide their cell phone number to the department and the phone must be on and with you during your assigned shift.

New phones, accessories and/or special features will be at the employee's expense. All repairs, maintenance, loss of cell phone and/or accessories will be the responsibility of the employee.

Employees must log in to the phone with at least one method: a password, passcode, pattern, and/or biometric measure (fingerprint, face scan). Employees who fail to meet requirements to secure the cell phone may be subject to disciplinary action.

Employees must keep updates current on the operating systems, applications, or other software on the mobile device.

Records conducted on behalf of the city are subject to the Kansas Open Records act under KSA Section 45-402(d) and must be maintained as required.

If the Department Head authorizes usage of an application (or app) on a personally-owned device for which the employee has to sign in using credentials or accounts provided by the city, then upon separation from the City the employee may be required to show that they have logged out or removed the app from their device.

EMPLOYEE CERTIFICATION: I have read and understand the requirements of the City of Osawatomie Mobile Device Stipend Policy and agree to adhere to them.

Employee Signature

Date: _____

Department Head: _____

Date: _____

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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 106

Recognition of Retirees

- 1.01 Upon the retirement of a City employee from City service, the City Council may recognize the retiree with a plaque and a ceremony at regular City Council meeting.
- 1.02 Other City employees or officials may host a ceremony for the retiring employee. For City employees with more than ten years of service to the City of Osawatomie, City funds up to \$200 may be used to host a retirement reception and/or purchase a gift. The City Manager may increase the amount of money allocated for the gift and reception based on a retiree's contribution and tenure with the City. For City employees with less than ten years of service to the City of Osawatomie, City funds will not be used for any recognition other than that expressly authorized by the City Council.
- 1.03 Other City employees leaving City service with proper notice and otherwise in good standing may be recognized in an appropriate manner with approval of the City Manager and/or the Mayor.
- 1.04 For Osawatomie Volunteer Fire Department employees with more than 20 years of service to the City of Osawatomie, City funds up to \$500 may be used to purchase a commemorative axe in recognition of their contribution.

APPROVED BY THE GOVERNING BODY ON 11-12, 2020

CITY OF OSAWATOMIE



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L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 107

Policy Relating to the Naming of Public Places

NAMING OF CITY-OWNED PUBLIC BUILDINGS AND PROPERTIES

The City of Osawatomie will choose names for public buildings and property owned by the City of Osawatomie based on the building's or property's relationship to any of the following criteria:

- A. Neighborhood, geographic or common usage identification.
- B. Building's or property's purpose.
- C. A natural or geological feature.
- D. A historical figure or place.
- E. A deceased individual (minimum of one year) who has made a significant land, building, or monetary contribution to the City for the building or property being named.
- F. A deceased individual (minimum of one year) who has contributed outstanding civic service to the City.

NAMING OF CITY-OWNED PUBLIC BUILDINGS AND PROPERTIES - PROCEDURE

- A. Whenever the City or an individual wishes to consider naming a City-owned building or property, the issue shall be referred to the City Council to establish the specific process and to make a recommendation.
- B. Before taking action, the City Council shall provide an opportunity for public comment on the recommendation(s) from the Council.

1. NAMING OF INTERIOR FEATURES

- A. The interior features of a City-owned building may be named separately from the main building subject to the criteria and procedures set forth in this Policy.

2. NAME CHANGES

- A. Designation of a name shall not prohibit the renaming of the building or property at a future date, or the designation of a sunset for the name at the time of approval.

- B. Name changes shall be subject to the criteria and procedures set forth in this Policy.

NAMING OF PARKS AND PARK FACILITIES

- A. It is the policy of the City to follow this procedure to establish names for parks and other park facilities.
- B. A working name for the park or park facility will be assigned by City of Osawatomie staff at the time of land purchase or donation. Suggested names will be historical, geographical, or the name of a boundary street.
- C. A permanent name for the park or park facility will be assigned at the time of the approval of the final park development.
- D. In naming parks and other park facilities, consideration shall be given primarily to:
 - 1. Neighborhood, boundary roads, or common usage identification;
 - 2. A natural or geographical feature;
 - 3. Significant historical events or cultural attributes;
 - 4. A historical figure;
 - 5. An individual (living or deceased) who has contributed outstanding civic service to the City or has been instrumental in acquiring or developing parks properties;
 - 6. A name chosen by an individual (living or deceased) who has made a significant land, and/or monetary contribution to the park system;
 - 7. Organizations having contributed to and influenced the betterment of the City.
- E. Parks and park facilities shall not ordinarily be named for living persons unless they have stipulated the name as a condition of donation.

NAMING OF PARKS AND PARK FACILITIES - PROCEDURE

- A. Suggestions for names for parks or park facilities shall be solicited from organizations, neighborhood residents, individuals, and the media. All suggestions, solicited or not, shall be acknowledged and recorded for consideration by City Staff.
- B. The City Council shall host a public hearing to provide an opportunity for public comment on name recommendations.
- C. City Staff will review names and make recommendations for the City Manager to present to the City Council.
- D. The department shall wait at least one year between receipt of a name proposal related to a current event before final recommendation of that name.
- E. Facilities shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.

APPROVED BY THE GOVERNING BODY ON 11-12, 2020

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L. Mark Govea, Mayor

CITY OF OSAWATOMIE CITY COUNCIL POLICY MANUAL

Policy No. 108

Policy Establishing Internet Policies for the City of Osawatomie, Staff Members, and Other Elected or Appointed Officials

- 1.01 The administration of the City's official website (www.osawatomieks.org) and other web resources, such as its social networking presence (e.g. Facebook, Twitter accounts, etc.) shall be shared by the City Manager, Director of Information Technologies, and the Public Information Officer.
- 1.02 The City Manager, Director of Information Technologies and the Public Information Officer may, at their choosing, appoint other designees to assist them in carrying out website updates and other administrative activities pertinent to the City's web presence.
- 1.03 City Councilmembers wishing to make changes, update information, or enact other modifications to the City's official website or official web accounts must submit their request in writing to the City Manager.
- 1.04 Councilmembers making a request for changes should include the following in their request:
 - A. Content to be posted, changed, or deleted;
 - B. A link or other pointer to the precise location where the change should be made;
 - C. The date by which content should be posted and removed;
 - D. Any relevant files, links, or accompanying media;
 - E. Any additional relevant information.
- 1.05 The City's official website and official web accounts shall be used solely for the purpose of disseminating information pertinent to the City and communicating with City residents.
- 1.06 No City Councilmember or Department Director shall create, modify, or delete internet accounts in the City's name or in a City Department's name on social networking or other websites except in consultation with the City Manager and Public Information Officer.
- 1.07 The City has a separate "Internet Comment" policy, which shall govern the posting of any comments on City-sponsored sites, and a "Comprehensive Social Media Policy for Employees and Elected or Appointed Officials" containing content standards for employees and other official representatives.

APPROVED BY THE GOVERNING BODY ON 4-8, 2021

CITY OF OSAWATOMIE

INTERNET COMMENT POLICY

City of Osawatomie social media site articles and comments containing any of the following forms of content shall not be allowed:

- a. Comments not topically related to the particular article or content being commented upon;
- b. Comments in support of or opposition to political campaigns or ballot measures;
- c. Profane, obscene, or sexual content, or comments that contain links to such content;
- d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
- e. Solicitations of commerce;
- f. Conduct or encouragement of illegal activity;
- g. Information that may tend to compromise the safety or security of the public or public systems;
- h. Information that is deemed extraordinarily incorrect or unnecessarily conspiratory in nature;
- i. Content that contains personal attacks on City staff members or the distribution of their personal information ("doxing"); or
- j. Content that violates a legal ownership interest of any other party.

Comments posted to this page will be monitored. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

The City of Osawatomie is under no obligation or requirement to respond in any capacity to comments made on City-sponsored pages, and encourage comments or questions requesting follow-up responses be submitted through mail, email, or by phone to the appropriate City staff.

APPROVED BY THE GOVERNING BODY ON 4-8, 2021

CITY OF OSAWATOMIE

PROPOSED PERSONNEL POLICY AMENDMENT

Guidelines for Private Use of Social Media

- a) Confidential, proprietary, and non-released City information should not be included in employee's private social media activity. Private and personal information, pictures, and video about or depicting City employees, contractors, customers, and constituents gathered through the employee's professional activities must never appear online or be distributed by email or through mobile messaging.
- b) An employee's public image in social media, which can be associated with the City, should meet the standards of the workplace rules of conduct. Offensiveness, disparaging comments, untruthful statements, demeaning behavior, nude or obscene pictures and/or video, and illegal substance use are all examples of behavior that is considered inappropriate by representatives of the City of Osawatomie.
- c) If an employee has a personal profile on a social media site or has a personal weblog, vlog, or website, they should not work on them during their scheduled work time, excluding breaks.
- d) For employees with personal blogs, websites, and personal profiles on social media:
- If an employee can easily be identified with, or identifies themselves as, a City of Osawatomie employee on their blog or other social media profile, they should make it clear to their readers that the views expressed in their blog entries do not necessarily reflect the City's views. To help reduce the potential for confusion, the following notice—or something similar—should be put in a reasonably prominent place on their site: "The views expressed on this blog are mine alone and do not necessarily reflect the views of my employer, the City of Osawatomie."
 - Employees should work with their direct supervisor if they have any questions about what is appropriate to include on their site.
 - Employees are encouraged to be respectful to the organization, fellow employees, residents, and other agencies regardless of situation.
 - Employees not acting in their official capacity **online** shall not represent or give the impression that they are acting in their official capacity.
 - An employee, while operating their personal account or page, should never respond to articles, comments, or other media regarding City business or operations except in situations where a neutral request is being made (such as asking for a specific link to the City website or other official communications) or a positive interaction is being commended.
 - Employees should make every effort to not engage in detrimental conversations on their personal account or page, and should never allow City-sponsored accounts or pages for which they have administrative privileges to conduct commentary outside of their respective pages. See the "Comprehensive Social Media Policy for Employees and Elected or Appointed Officials" for more guidelines regarding appropriate social media behavior and standards of etiquette.
- e) Monitoring personal social media, including, but not limited to, microblogging, SMS, text messaging, or instant messaging accounts should not interfere with an employee's work for the City.

Comprehensive Social Media Policy for Employees and Elected or Appointed Officials

Revised March 2021

Section 1 Purpose

Section 2 Definitions

Section 3 Policies and Procedures

Section 4 Guidelines for Employee Participation in Social Networking

Section 5 Guidance for Elected Official Participation in Social Networking

1.0 PURPOSE

The Social Media Policy comprises the philosophy, recommendations and strategies necessary for providing professional city communications in social media. This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and Governing Body members and City board and commission appointees with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

2.0 DEFINITIONS

Social Media – Various forms of discussion and information-sharing, including but not limited to blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums.

Technologies include but are not limited to picture sharing, wall postings, fan pages, email, instant messaging and music sharing.

Social Networking – The practice of expanding business and/or social contacts by making connections through internet-based applications.

3.0 POLICIES AND PROCEDURES

- A. All official City of Osawatomie presences on social media sites or services are considered an extension of the City's information networks and are governed by the City of Osawatomie's Social Media Policy and Personnel Policies. Official site(s) are administered by the City Manager, Public Information Officer, or an official department designee and used for the limited purpose of informing the public about City business, services and events.
 1. At least two administrators should be assigned to each account in case of incapacitation or unavailability of another administrator. User permissions should be granted using least-privilege access, to give accounts only those rights absolutely required to perform the activities required by their page role.
- B. All City of Osawatomie social media site(s) must comply with applicable federal, state, and City laws/ordinances, regulations, and policies. This includes adherence with established laws and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws, Kansas Open Records Act (KORA), Kansas Open Meetings Act (KOMA), Americans with Disabilities Act (ADA), and information technology, web standards, brand standards, and media policies established by the City of Osawatomie.
- C. Prior to creation, department social media sites must be approved by the City Manager, Public Information Officer, and Department Director. The City Manager and Public Information Officer (PIO) will work with departments to reach their goals by assisting with the development of social

media sites and helping the department define a strategy for engagement using social media. City Manager and PIO will also discuss how departments will keep information current on social media sites in order to keep information timely and relevant.

- D. The City of Osawatomie understands that Social Media is an outlet and does not particularly adhere to normal business hours. However, it is essential that an expectation of service be designated that provides a framework for response times. If a response is warranted, during normal business hours (Monday- Friday), a response should be provided as quickly as the information can be captured. If a posting occurs outside of normal business hours, a response should be generated by the next business day. Information should not be released via social media unless it has been verified as factual. It is recommended that language be placed on the social media sites denoting appropriate response times. The City Manager and PIO and/or their designees will have administrative access to the sites, including username and password information, and will monitor content to ensure adherence with the Social Media Policy for appropriate use and to ensure that the message and branding are consistent with the goals of the City of Osawatomie. The City retains the authority to remove information, and repeated violation of these standards may result in the removal of department sites from social media outlets.
- E. Each social media site used by the City of Osawatomie will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the City's official Web site for more information, forms, documents, or online services necessary to conduct business with the City of Osawatomie.
- F. Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City of Osawatomie and in accordance with all City of Osawatomie Personnel Policies and this Social Media Policy. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites. If applicable, disciplinary actions consistent with the City of Osawatomie Personnel Policies may be taken for misuse of postings.

Employees, appointed officials, or elected officials utilizing outside agency social media sites shall follow the guidelines of this policy when posting as an identified member of a City board, commission, or council, or when posting information related to City services, events, and programs. The guidelines set forth in Section G of 3.0 shall apply to outside agency postings.

- G. Employees, appointed officials, or elected officials may not post as "City of Osawatomie," on "City of Osawatomie" sites (or other sites that appear to be or allude to being official city pages) due to considerations and possible violations of the Kansas Open Meetings Act and are discouraged from discussing campaigns, issues, and other political matters on City accounts. In addition, the City will not sanction or support the creation of a social media site for City boards, commissions, or councils due to possible violations of the Kansas Open Meetings Act.
- H. City of Osawatomie social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - 1. Comments not topically related to the particular site or blog article being commented upon;
 - 2. Profane or obscene language or content, or links to such content;
 - 3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
 - 4. Sexual content or links to sexual content;
 - 5. Solicitations of commerce;
 - 6. Conduct or encouragement of illegal activity;

7. Information that may tend to compromise the safety or security of the public or public systems;
8. Content that violates a legal ownership interest of any party;
9. Employees, appointed officials, or elected officials shall not initiate or participate in discussions related to policy, policy creation or formation, or City operations on social media sites; or
10. Content that reflects negatively on the City of Osawatomie.

The City reserves the right to remove content that is deemed in violation of this policy, applicable law, or the City of Osawatomie Personnel Policies. Any participants on the City's official social media site(s) who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site(s).

- I. The City of Osawatomie reserves the right to temporarily or permanently suspend access to official City social media site(s) at any time.
- J. If the City of Osawatomie begins operating under the special circumstances of a crisis or emergency situation, staff will immediately stop posting on their respective department sites. All sites will redirect to the City's main social media site(s) or official website to ensure followers receive consistent information from the City of Osawatomie. All communication in a crisis situation will be posted by the City Manager, Public Information Officer, or an official designated by the City Manager. When the City decides to return to normal communications operations, individual departments may again post information related to City services, programs and events.

4.0 GUIDELINES FOR EMPLOYEE PARTICIPATION IN SOCIAL NETWORKING

The City of Osawatomie understands that social networking and Internet services have become a common form of communication in the workplace and among stakeholders and citizens. The City does not seek to control, through this policy or otherwise, the purely personal online content posted by City employees when that content is posted during non-working time, is posted using personal equipment, is not posted in an official capacity as an employee, appointed official or elected official of the City of Osawatomie, or is not otherwise disruptive to the City's vision, mission and values. The following guidelines apply to any online post that occurs:

- during working hours;
 - is posted using City equipment; or
 - identifies the City of Osawatomie, links to information about the City or identifies the individual's position with the City. In addition to being subject to the guidelines listed below, all such online activity is subject to the City's Computer, Email and Internet Use Policy, and other policies found in the City of Osawatomie's Personnel Policies.
- A. City policies, rules, regulations, and standards of conduct apply to employees that engage in social networking activities while conducting City business. Use of your City email address and/or communicating in your official capacity (even if operating a personal page or profile) will constitute conducting City business.
 - B. City employees shall notify their supervisor and the City's Public Information Officer if they wish to create a social networking site or service to conduct City business, with permission being granted solely by the Public Information Officer.
 - C. Departments have the option of allowing employees to participate in existing social networking sites as part of their job duties that are related to their professional organizations. Department Directors may allow or disallow employee participation in any social networking activities for work-related purposes in their departments, after consultation with the Public Information Officer and the Human Resources Manager.

- D. Follow all privacy protection laws, i.e., HIPPA, and protect sensitive, and confidential City information.
- E. Follow all copyright laws, public record laws, retention laws, fair use, and financial disclosure laws, and other laws that might apply to the City or your functional area.
- F. Do not cite vendors, suppliers, clients, citizens, co-workers, or other stakeholders without their approval.
- G. Employees are personally responsible for the content they publish through social media sites. Identify yourself and make it clear that you are speaking for yourself and not on behalf of the City of Osawatomie or in your role as a City employee. If you publish content on a Web site outside of the City of Osawatomie and it has something to do with the work you do or subjects associated with the City, use a disclaimer such as: "The postings on this site are my own and don't necessarily represent the City of Osawatomie's position or opinions."
- H. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City workplace, including things such as harassment and bullying.
- I. If you identify yourself as a City employee, ensure that your profile and related content is consistent with how you wish to present yourself to colleagues, citizens, and other stakeholders. Infractions of these policies may result in disciplinary action up to and including termination of employment. (See City of Osawatomie Personnel Policies)

5.0 GUIDANCE FOR APPOINTED AND ELECTED OFFICIAL PARTICIPATION IN SOCIAL NETWORKING

The City recognizes that appointed and elected officials may wish to use social media and social networking to connect with constituents and to promote political agendas. When using social media, as with any other electronic communication, elected officials should be mindful of the risks associated with Kansas Open Meetings Act (KOMA) and recognize the potential for personal posts to be considered the official position of the City.

- A. **Account Names** – Personal social media account names should not be tied to the City. This will help clarify that the individual is not speaking officially on behalf of the City or in their position as an elected or appointed official.
- B. **Transparency** – Appointed or elected officials who use personal social media sites should complete the profiles on those sites and reveal they are appointed or elected officials for the City. In addition, consider including a disclaimer such as: "The postings on this site are my own and don't necessarily represent the City of Osawatomie's position or opinions."
- C. **Honesty** – Appointed or elected officials are personally responsible for the content they publish through social media sites. Please be mindful of all privacy and confidentiality laws when posting and that efforts to be honest don't result in sharing non-public information related to employees, personnel data, claims or lawsuits, or other non-public or confidential information.
- D. **Mistakes, Liability and Claims Against the City** – If an appointed or elected official makes a factual mistake, it should be corrected as soon as the official is aware of the error. Corrections should be upfront and as timely as possible. As is consistent with social media etiquette, notify the reader of the correction by including something that designates the correction such as "Fixed Link," "Updated Post," or "Fact Correction" before the corrected information. To help prevent errors, appointed or elected officials should not post official information about the City unless sharing City-generated content.
 - a. Potential errors could create City issues ranging from minor to significant, and some may create unforeseen liability issues. When appropriate, link back to the City website to provide official information on a subject. If an appointed or elected official makes an error related to official City business, he or she should contact the Public Information Officer to divulge the error and consult on the best manner in which to communicate the correct information. On a case-by-case basis, the City may choose to correct the information in a

range of official City communication vehicles such as the City Newsletter, website, during a board, commission or council meeting, and, potentially, with the local media to ensure the corrected information is broadcast as widely as possible.

- b. Appointed or elected officials should also recognize that using personal technology to communicate on official City business could become inconvenient if a request for data is made on a particular topic and that appointed or elected official has commented through his or her own equipment. Appointed or elected officials should consider maintaining separate files on their personal technology devices for City-related communications so they can easily produce any requested public information as required by the Kansas Open Records Act (KORA).
- E. **Add Value** – There may be times when appointed or elected officials use social media to promote a position on a City issue. When this occurs, appointed or elected officials are encouraged to add value to the conversation by staying focused on the issue.
- F. **Mind the Law, Existing City Policies, and Guidelines** – Appointed or elected officials who use personal social media accounts are not immune from the law, or from the need to follow existing City policies related to electronic communications among board, commission, or council members and the use of city-owned technology. Any information posted or responded to by appointed or elected officials should be done so in a manner that does not violate the letter or the spirit of KOMA.

Appointed or elected officials should not upload, post, transmit or make available content known to be false, misleading or fraudulent, or to post photos that infringe on trademark, copyright or patent rights of others.

Appointed or elected officials should not post non-public and confidential information such as information related to employees, personnel data, claims or lawsuits or other non-public or confidential information.

Appointed or elected officials should not use city-owned equipment to post to personal sites content that violates existing city policies, that exhibits hate, bias, discrimination, pornography, libelous, or otherwise defamatory content.

- G. **Stop Discussing Issues (if asked to do so by the City)** – There may be instances in which an appointed or elected official should not comment on a particular City issue. This could occur if the discussion might violate laws, regulations, or confidentiality, or if a claim or lawsuit has been filed against the City. The City Manager or the Public Information Officer may contact an elected or appointed official with the request to stop commenting on a particular issue.
- H. **Campaigning** – Appointed or elected officials shall not use official City social media sites for campaigning purposes.

Contact By Media – Appointed or elected officials who are contacted by the media on a topic of official City business should feel free to refer to the Public Information Officer for assistance.

CITY OF OSAWATOMIE



439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064

913.755.2146 (p)
913.755.4146 (f)
ozcity@osawatomieks.org
www.osawatomieks.org

L. Mark Govea, Mayor

CITY OF OSAWATOMIE

CITY COUNCIL POLICY MANUAL

Policy No. 109

Food Truck Program

Rules and Regulations for Food Truck Program

Operating Conditions

1. Locations: Mobile food vendors may operate within the City under the following conditions:
 - A. Public Property: Mobile food vendors will be allowed to set up at the designated parking spots on the Northeast Corner of 5th & Main. The food vendor will need to park so that their customer service window is facing the curb, lawn or sidewalk. No food service shall be provided on the driving lane side of the truck. Mobile food units may not park on any other public property (see Exceptions). Mobile food vendors will need to reserve a date and time with City Hall and will be allowed to vend during the hours of 11:00 a.m. to 7:00 p.m. on Monday, Wednesday and Saturday. Two mobile vendors (one main course and one dessert or beverage vendor) will be allowed to set up during that period
 - B. Private Property: A vendor is allowed to operate on commercially zoned private property, with permission from the business owner, and where a line of customers would not hinder the flow of traffic on any street, the flow of bicycles within any bike lane or route, or the flow of pedestrians along any sidewalk. No accessible route providing access to persons with disabilities may be blocked or reduced to less than five (5) feet in width. If any such hindrance occurs, the vendor must either:
 - (1) Instruct customers to move to a safe location outside of the flow of traffic, bicycles, and pedestrians;
 - (2) Temporarily stop vending from its unit, or
 - (3) Move its unit to a different location.

- C. A private property owner shall not permit a mobile food vehicle to set up on their property until the food truck has been issued a Food Truck Permit from the City of Osawatomie.
2. Distance from Restaurants: No mobile food vendor may vend on public or private property within on hundred fifty (150) feet from the front door of a brick-and-mortar restaurant during such restaurant's posted hours of operation unless the mobile food truck vendor has written permission from the restaurant owner and maintains a record of such permission in its unit for inspection.
 3. Distance from City-Approved Event: No mobile food vendor shall be allowed to vend within a five-hundred-foot radius of a City-approved event without permission from the event organizer;
 4. Signage: Except as otherwise provided herein, no sign or device prohibited by the building and zoning regulations may be erected, placed, installed, and/or maintained in association with a mobile food unit.
 5. Lights and Sound: No flashing lights or attention-attracting devices are permitted on or in association with the use of a mobile food unit. No direct light may be shined on adjacent property or cause a glare or distraction for vehicles, bicycles or pedestrians from a mobile food unit. Music or other sounds associated with the mobile food unit must be in compliance with Section 11-338 in the City of Osawatomie Municipal Code.
 6. Trash: Receptacles shall be provided with each mobile unit. Such receptacles must be attached to the unit or located within fifteen (15) feet of the unit and cannot interfere with vehicle access, pedestrian movement, or handicap-accessible routes to and around the unit. A minimum access width of five (5) feet must be maintained along all sidewalks and building entrances accessible to the public.
 7. Restoration of Site: Immediately upon cessation of vending, the mobile food vendor shall return the site to its previous condition, including the removal of all litter, repair of any damage, or other evidence of vending. If the site is not returned to its previous condition, the City will restore the site at the expense of the vendor.

License and Permits: All mobile food vendors shall acquire and maintain all required licenses and permits applicable to the use and operation of mobile food units from the City of Osawatomie and the State of Kansas. Evidence of all such licenses and/or permits shall be posted in the unit in a conspicuous spot and produced upon request by the Chief of Police or designee or other public officer charged by the City Manager with enforcement of this policy. Mobile food vendor license permit fee will be set forth on the fee resolution. Any application for a mobile food vendor license may be denied. Any license issued may be revoked, suspended or not renewed by the City Clerk for

failure to comply with the provisions of this policy or any rules or regulations promulgated by the City of Osawatomie.

1. Application: To receive a mobile food vendor license, the vendor must file a completed mobile food vendor application with the City Clerk or other designated representative, on a form provided by the City. Incomplete applications will not be accepted. The applicant must provide the following information:
 - A. The full legal name, date of birth, permanent address, business mailing address, email address and telephone number of the applicant and the contact person for the business, if different from the applicant;
 - B. The name under which the mobile food unit does business ("dba" name) and, if applicable, the registered name of the legal entity owning the mobile food unit (corporation, limited liability company, partnership, limited partnership association, firm or another name);
 - C. The name of the owner and the type, make and vehicle identification number or other identifying number of the vehicle form which the applicant proposes to conduct business;
 - D. The applicant's valid Kansas sales tax number;
 - E. A current health inspection certificate from the State of Kansas;
 - F. A menu of food or beverages to be offered for sale;
 - G. Proof of a valid driver's license for operation of the class of vehicle or vehicles identified in the application to be used in the business for the applicant;
 - H. Proof that the applicant has procured a policy of general liability insurance covering the mobile vending operation and vehicle or vehicles written by an insurance carrier licensed to do business in Kansas, with minimum limits of one million dollars (\$1,000,000.00), naming the City of Osawatomie as additional insured; and evidence of compliance with the insurance requirements shall be in the form of a certificate of insurance that shall be submitted with the application;
 - I. The application shall contain a statement certifying that all of the information provided in the application is true and correct and must be signed personally and acknowledged by an individual applicant, by a partner for a partnership applicant, by an officer legally authorized to sign for a corporate application or by a member of a limited liability company legally authorized to sign company documents;

- J. This application shall also contain a statement by the applicant or partner, officer or member that he or she is familiar with the provisions of this Chapter and is complying and will comply with all requirements set forth within.
- K. The City has electrical power supply receptacles (240-volt 50-amp plug, 20-volt 30 amp plug or 120-volt 20-amp receptacle) located on a power pole at the Northeast Corner of 5th & Main. This service is available for an additional fee that is set forth on the fee resolution.

Exceptions:

1. A vendor operating under the following conditions for the purpose of this policy and the licensing provisions required herein shall not apply to:
 - A. Vendors selling in conjunction with and as part of a City of Osawatomie sponsored event such as Osawatomie Lights on the Lake or Freedom Festival.
 - B. Vendors selling food that does not require temperature control, such as lemonade stands, bake sales, produce stands, etc.
 - C. Catering a private event.
 - D. Ice cream vendors.

Osawatomie City Sales Tax: All mobile food vehicles are required to collect and submit sales tax for the City of Osawatomie.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.A.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Contract Mowing of City Property

RECOMMENDATION: Approve Resolution 951 to contract city mowing services for 2022 through 2027.

DETAILS: In the parks and cemeteries budget and nuisance mowing in 2021, the city spent approximately \$238,000 (wages and benefits but no costs assigned for equipment, fuel, etc.). This number does not contain costs associated with the tow of the levee, nor does it include any costs assigned to any of our utilities. The total budget in 2022 for parks, cemeteries and levees in 2022 is slightly over \$296,000.

As I've discussed in my operations reports from October through December of 2021, we issued RFPs to the bidders who responded to the school district's RFP from the spring of 2021, and we received three bids on December 8, 2021. They are as follows: Steve Orr (Steve's Lawncare): \$197,863; Travis Hartwick (H3 Solutions): \$236,654; Chris Troxel (the Ground Guys): \$163,862.

Contracting the mowing of city properties will save the city at a minimum, \$130,000/year and free up time to focus on our streets and our utilities. It should be noted that the only properties we are not contracting out is the Osawatomie Golf Course itself (separate budget item for mowing associated with the golf course) and the levees themselves.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	N/A
Available Budget:	\$296,000

RESOLUTION NO. 951

**A RESOLUTION DIRECTING THE CITY MANAGER TO
ENTER INTO A CONTRACT FOR MOWING SERVICES ON
CITY OWNED AND MAINTAINED PROPERTIES**

WHEREAS, the City of Osawatomie, Kansas, owns, or is responsible for mowing approximately 130 acres of parks, cemeteries, vacant properties, and other vegetated areas within the city limits; and

WHEREAS, the City of Osawatomie spends a significant number of hours every week during the mowing season maintaining these properties; and

WHEREAS, the City of Osawatomie finds it fiscally advantageous to contract the mowing of these properties to the private sector and direct employees to focus their efforts on functions of the city more critical to the safety of the public; and

WHEREAS, the City of Osawatomie has solicited, received, and evaluated proposals for mowing services and confirmed that significant savings can be realized by contracting the city's mowing obligations to the private sector.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 13th day of January, 2022 that the Governing Body directs the City Manager to enter into an agreement with the Ground Guys for calendar years 2022 through (and including) calendar year 2026, subject to the cash basis laws of the State of Kansas.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

**City of Osawatomie
Miami County, Kansas**

THIS AGREEMENT made and entered into this _____ day of _____, 2022, (Effective Date) by and between the City of Osawatomie, Kansas hereinafter referred to as "City" and The Ground Guys of Olathe, hereinafter referred to as "Contractor".

WHEREAS, the City has caused to be prepared the Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has received a proposal setting unit prices and by extension, monthly pricing for furnishing materials, labor and equipment for, and in connection with, all work as indicated in the Contract Documents, including the work for mowing and trimming each separately numbered facility, one (1) through thirty (30), and the removal and proper disposal of trash within all waste containers and on the grounds of defined facilities ("Services"), all as set forth in the bid proposal attached hereto as Attachment A and a part of the Contract Documents all in accordance with the terms of this Contract;

WHEREAS, the Contractor, in response to the Notice to Bidders, has submitted to the city in the manner and at the time specified, a sealed proposal for Services in accordance with the terms of the Notice to Bidders. The Instructions to Bidders, Contractor's bid proposal, and other documents as supplied by the City to the Bidders, are hereby incorporated by reference into and become terms of this Contract; and

WHEREAS, the City, in the manner prescribed by law, has opened, examined and made available to the public all proposals submitted, has determined and declared the Contractor to be the successful bidder for said Services and has duly awarded to the said Contractor a contract therefore for the performance of the Services at the prices named in the proposal attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreement herein contained, the parties have agreed and do hereby agree, the city for itself and its successors, and the Contractor for itself, and its successors or executors and administrators, as follows:

Article I: Scope of Work. The Contractor will furnish at its own cost and expense all labor, tools, equipment and materials necessary to timely and fully provide the Services. Services should be provided expeditiously and in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, designated, described and required by the Instructions to Bidders, the Contractor's bid proposal, technical specifications, and any written addendum or change orders.

At all times, the relationship between Contractor and City shall be deemed that of independent contractors, and Contractor recognizes that it shall be responsible for all income or employment taxes to be collected or imposed upon payments made under this contract. City shall not withhold any applicable income or employment taxes from the contract amount, and Contractor certifies that it shall comply with all applicable tax laws.

Article II: Contract Amount. The City shall pay to the Contractor for the timely performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore, the sum (subject to adjustment as provided for by any attachments hereto) of **One Hundred Sixty-Three Thousand, Eight Hundred Sixty-Two Dollars (\$163,862)**. The City will pay this amount in equal installments spread over the course of twelve (12) months (**\$13,655.17**) for all the work covered by and included in the contract award and designated in the foregoing Article I. During the initial year of this Contract, the City has the right to alter some elements of the work, including locations and/or frequency of visits to the facilities covered under this Contract with the written consent of the Contractor but cannot reduce the work below the initial contracted price.

Article III: Time for Completion. The Contractor hereby agrees that work will begin no later than the authorization date in Attachment B (Notice to Proceed) and shall be diligently prosecuted at such rate and in such manner as, in the judgment of the City, is necessary for the completion of the contract work in

accordance with the frequency and in the manner specified within the Contract Documents and technical specifications as detailed in Attachment A.

Article IV: Indemnification and Insurance. The Contractor shall defend, indemnify and save the City harmless from and against all liability for damages, cost, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, its subcontractors, agents or employees in the performance of this Contract.

The City shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of this Contract and as defined in Attachment C hereto.

Article V: Term. This Contract shall be effective for a term extending from effective date through December 31, 2022 and shall be renewed automatically subject to the Cash Basis Laws of the State of Kansas (K.S.A. 10-1101 et seq) for four (4) additional years through December 31, 2026 upon entering into a written addendum agreement with an annual unit cost increase of not to exceed three percent (3%) to cover added costs associated with fuel, equipment and labor prices. Either the City or the Contractor may determine not to enter into a written addendum providing for a renewal at each parties' sole discretion provided either party gives notice of their intent to terminate the Contract at least sixty (60) days prior to the end of the current term.

IN WITNESS WHEREOF, the City of Osawatomie, Kansas, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed two (2) counterparts of this Contract in the prescribed form and manner the day and year first above written.

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE, KANSAS

By: _____
Michael J. Scanlon, City Manager

City of Osawatomi Mowing Needs

	Location	Est. Duration	Cost per Site	UOM	est. # of SF	est. # of acres	Measured SF	Measured Acres	43560 SF/Ac
1	John Brown Park & Water Plant	24	\$1,194.96	Week	631,184.40	24.60	892,000	20.48	* Special notes on this one
2	Water Plant - Weekly	4	\$186.48	Week			91,000	2.09	
3	Water Plant - Monthly	4	\$186.48	Monthly			127,000	2.92	
4	Sewer Treatment	2.4	\$111.89	Week	174,240.00	4	110,500	2.53	
5	Lift Stations	0.33	\$27.00	Week	17,424.00	0.4	8,500	0.20	
6	East Water Tower	0.5	\$30.72	Week	1,500.00	0.30	15,000	0.34	
7	Happy Place lot -58,900 SF	2	\$93.24	Bi-Weekly	58,900.00	1.35	75,000	1.72	
8	Happy Place Frontage -21,000 SF	Included w/lot		Bi-Weekly	21,000.00	0.48	Included w/lot		
9	Lift Station off of Happy Place -4000 SF	No Grass	No Grass	Bi-Weekly	4,000.00	0.09	No Grass	No Grass	
10	Library -1,500 SF	0.33	\$27.00	Week	1,500.00	0.03	2,500	0.06	
11	City Hall- 800 SF	0.33	\$27.00	Week	800.00	0.02	850	0.02	
12	South Street and 8th Street-9800 SF	0.33	\$27.00	Bi-Weekly	9,800.00	0.22	7,500	0.17	
13	707 Pacific Avenue- 21,000 SF	0.33	\$27.00	Week	21,000.00	0.48	25,000	0.57	
14	Post Office Parking lot- 500 SF	0.33	\$27.00	Week	500.00	0.01	500	0.01	
15	10 Acres -435,600 SF	2	\$220.00	Monthly	435,600.00	10.00	435,600	10.00	Tractor / Brush hog acceptable
16	East Main Street at Casey's R.O.W 13,000 SF	0.33	\$27.00	Week	13,000.00	0.30	11,000	0.25	* Special notes on this one
17	Lake	32	\$1,491.84	Bi-Weekly	479,160.00	11	1,610,000	36.96	* Special notes on this one
18	West Water Tower	0.5	\$30.72	Week	4800	0.11	11,000	0.25	
19	Public Works & Electric Shops	1.64	\$83.49	Week	108900	2.50	101,500	2.33	
20	Anna January Park	0.66	\$40.54	Week	43560	1.00	43,560	1.00	
21	Osawatomi Cemetery - 327th & Old KC Road	33	\$1,538.46	Week	1437480	33.00	1,310,000	30.07	* Special notes on this one
22	Oakwood Cemetery	3	\$139.86	Bi-Weekly	217800	5.00	220,000	5.05	* Special notes on this one
23	Land Office & Overpass	3	\$139.86	Week	65340	1.50	134,500	3.09	
24	701 Pacific (vacant lot)	0.33	\$27.00	Week	4356	0.10	4,700	0.11	
25	2 Vacant Lots West of Fire Department	0.33	\$27.00	Bi-Weekly	8712	0.20	14,000	0.32	
26	Lot West of Sports Complex	0.66	\$40.54	Bi-Weekly	43560	1.00	43,560	1.00	
27	Elmdale Cemetery	15	\$699.30	Week	435600	10.00	450,000	10.33	
28	528 W Pacific Lot	0.33	\$27.00	Week	9000	0.20	9,000	0.21	**Added to quote
29	Lincoln & 8th St Lot	0.5	\$30.72	Week	25500	0.59	25,500	0.59	**Added to quote
30	Dyke	2.73	\$127.27	Week	230868	5.30	230,868	5.30	**Added to quote
TOTAL COST:		134.89	\$56,656.37		Total Approx.	113.79	Total Measured	137.95	

* Special notes include time sensitive needs for mowing to be completed based on annual community events for people traveling to the city for annual events such as: Alumni Weekend (Memorial Day weekend), John Brown Jamboree, etc.
 ** Bid what you are interested in mowing, on a per site basis.



CITY OF OSAWATOMIE
P.O. BOX 37
OSAWATOMIE, KANSAS 66064

Sales: Nicholas Boyd
City of Osawatomie Turf Maintenance 2022-2026
1000 Main St Osawatomie, Kansas 66064

Est ID: EST1509266

Date: Dec-02-2021

All pricing is subject to review by the City of Osawatomie and any questions or concerns may be presented to The Grounds Guys before finalizing contract pricing.

We appreciate the opportunity to submit the following bid for the City of Osawatomie, KS.

All areas and lots outlined will be maintained as followed:

Mow and trim all lawn areas as required throughout season. Remove grass cuttings from hard surface areas.

1. Lawns will be mowed and trimmed, including all city boulevards to maintain grass at a height of 3-4 inches. Highly visible areas may be double mowed to produce a neat and clean appearance to the general public.
2. Grass clippings shall be raked, swept or blown clean from patios, sidewalks, roads and walkways, and disposed of after each mowing.
3. Trim grass edges neatly around planting beds, trees, fences, utility poles, fire hydrants, etc.
4. Weekly pick-up of litter from the mowing areas and bed areas will be conducted before mowing and all trash will be removed from the site.

This contract shall remain in effect for a duration of 5 years (January 1, 2022 - December 31st, 2026). Pricing is subject to a maximum 3 % increase year to year to accommodate for fuel, equipment and labor prices.

The Grounds Guys Of Olathe
13505 South Mur-Len Road Suite 105 #265
Olathe, Kansas
66062

P.9137546372

olathe.owner@groundsguys.com

CONTRACT SERVICES	Visits	Billing Type	Visit Price
Turf Maintenance - John Brown Park	30	Per Season	\$1,194.96

The turf at John Brown Park will be maintained on a weekly basis.

Turf Maintenance - Water Plant/Front Area	30	Per Season	\$186.48
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Front lawn area shall be maintained on a weekly basis.

This area includes around retention ponds and up to back of main building structures on property.

Turf Maintenance - Water Plant/Back Lot	9	Per Season	\$186.48
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Area behind water plant shall be maintained on a monthly basis from March through November.

Area includes turf behind water plant to lagoon, along road and around pump.

Turf Maintenance - Sewer Treatment Plant	30	Per Season	\$111.89
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The turf at the Sewer Treatment plant shall be maintained on a weekly basis.

Turf Maintenance - Lift Station	30	Per Season	\$27.00
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The turf at the Lift Station shall be maintained on a weekly basis.

Turf Maintenance - East Water Tower	30	Per Season	\$30.71
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The turf at the East Water Tower shall be maintained on a weekly basis.

Turf Maintenance - Happy Place Lot/Frontage	15	Per Season	\$93.24
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The turf at the Happy Place Lot shall be maintained on a bi-weekly basis.

Turf Maintenance - Osawatomie Library	30	Per Season	\$27.00
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The turf at the Osawatomie Library shall be maintained on a weekly basis.

Turf Maintenance - Osawatomie City Hall	30	Per Season	\$27.00
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The turf at the Osawatomie City Hall shall be maintained on a weekly basis.

The Grounds Guys Of Olathe 13505 South Mur-Len Road Suite 105 #265 Olathe, Kansas 66062	P.9137546372	olathe.owner@groundsguys.com
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CONTRACT SERVICES	Visits	Billing Type	Visit Price
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Turf Maintenance - South & 8th St. Lot	15	Per Season	\$27.00
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The lot at South & 8th St. shall be maintained at on a bi-weekly basis.

Turf Maintenance - 707 W. Pacific Ave. Lot	30	Per Season	\$27.00
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The lot at 707 W. Pacific Ave. shall be maintained on a weekly basis.

Turf Maintenance - Post Office Parking Lot	30	Per Season	\$27.00
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The turf at the Osawatomie Post Office shall be maintained on a weekly basis.

Turf Maintenance - "10 Acres" Lot	9	Per Season	\$220.00
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The lot known as "10 Acres" shall be maintained on a monthly basis from March through November.

This lot will be mowed with a brush hog.

Turf Maintenance - Frontage at E. Main & Casey's	30	Per Season	\$27.00
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The turf along E. Main St north of Casey's shall be maintained on a weekly basis.

Turf Maintenance - Osawatomie Lake	15	Per Season	\$1,491.84
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The turf around Osawatomie Lake and Beaver Lake shall be maintained on a bi-weekly basis.

Turf Maintenance - West Water Tower	30	Per Season	\$30.71
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The turf at the West Water Tower shall be maintained on a weekly basis.

Turf Maintenance - Public Works/Electric Shops	30	Per Season	\$83.49
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The turf at the Public Works and Electric Shops shall be maintained on a weekly basis.

The Grounds Guys Of Olathe
13505 South Mur-Len Road Suite 105 #265
Olathe, Kansas
66062

P.9137546372

olathe.owner@groundsguys.com

CONTRACT SERVICES	Visits	Billing Type	Visit Price
Turf Maintenance - Anna January Park	30	Per Season	\$40.54

The turf at Anna January Park shall be maintained on a weekly basis.

Turf Maintenance - Osawatomie Cemetery	30	Per Season	\$1,538.46
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The turf at Osawatomie Cemetery shall be maintained on a weekly basis.

Turf Maintenance - Oakwood Cemetery	15	Per Season	\$139.86
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The turf at Oakwood Cemetery shall be maintained on a bi-weekly basis.

Turf Maintenance - Land Office/Overpass	30	Per Season	\$139.86
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The turf at the Land Office and along 6th & Derrick Jensen Dr. shall be maintained on a weekly basis.

Turf Maintenance - 701 W. Pacific Ave. Lot	30	Per Season	\$27.00
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The lot at 701 W. Pacific Ave shall be maintained on a weekly basis.

Turf Maintenance - Vacant Lots West of Fire Dept.	15	Per Season	\$27.00
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The lots west of Fire Dept. shall be maintained on a bi-weekly basis.

Turf Maintenance - Flint Hills Trail Head	15	Per Season	\$40.54
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The Flint Hills Trail Head area shall be maintained on a bi-weekly basis.

Turf Maintenance - Elmdale Cemetery	30	Per Season	\$699.30
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The turf at Elmdale Cemetery shall be maintained on a weekly basis.

Turf Maintenance - 528 W. Pacific Ave. Lot	30	Per Season	\$27.00
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The lot at 528 W. Pacific Ave shall be maintained on a weekly basis.

The Grounds Guys Of Olathe
13505 South Mur-Len Road Suite 105 #265
Olathe, Kansas
66062

P.9137546372

olathe.owner@groundsguys.com

CONTRACT SERVICES	Visits	Billing Type	Visit Price
Turf Maintenance - Lincoln & 8th St Lot	30	Per Season	\$30.71

The lot at Lincoln & 8th St shall be maintained on a weekly basis.

Turf Maintenance - North Dyke	30	Per Season	\$127.27
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The turf along the North Dyke & Carr Ave shall be maintained on a weekly basis.

SubTotal (All Contract Services)	\$163,862.01
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Taxes	\$0.00
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SubTotal (All Contract Services)	\$163,862.01
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The total price of all seasonal services is \$163,862.01 collected in 12 payments of \$13,655.17 per payment (\$13,655.17 after tax).

The Grounds Guys Of Olathe
13505 South Mur-Len Road Suite 105 #265
Olathe, Kansas
66062

P.9137546372

olathe.owner@groundsguys.com

To: The Grounds Guys of Olathe
13505 South Mur-Len Rd; Suite 105 #265
Olathe, KS 66062

From: Bret Glendening; Deputy City Manager
City of Osawatomie
439 Main Street; PO Box 37
Osawatomie, KS 66064

Dear Mr. Troxel:

You are hereby notified to commence work in accordance with the Contract dated ____ of _____, 202_. As outlined in this agreement, the city will pay The Grounds Guys of Olathe the fixed monthly sum for mowing and grounds maintenance services as described in the Contract for the 2022 calendar year. Should you have any questions or concerns, please do not hesitate to contact either myself or our Public Works Director.

Sincerely,

Bret Glendening
Deputy City Manager
City of Osawatomie

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this ____ day of _____, 202_.

Chris and/or Jessica Troxel
Owner(s)
The Ground Guys of Olathe



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-851-7740

Florists' Mutual Insurance Company/Hortica,

Florists' Insurance Services Inc

P O Box 428

1 Horticultural Lane

Edwardsville, IL 62025

INSURED

Troxel Enterprises Inc

The Grounds Guys of Olathe

13505 S Mur Len Rd Ste 105

Olathe, KS 66062

CONTACT NAME: Petra Tatum (Account# 249632)

PHONE (A/C, No, Ext): 618-655-1701

FAX (A/C, No): 866-819-9256

E-MAIL ADDRESS: petra.tatum@hortica.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: FLORISTS MUT INS CO

13978

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 64055348

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP 17882	10/21/21	10/21/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FMA 013033	10/21/21	10/21/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX 11795	10/21/21	10/21/22	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pesticide/Herbicide			BP 17882	10/21/21	10/21/22	Per Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Osawatomie

509 5th St

P.O. Box 37

Osawatomie, KS 66064

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Malinda J. Cook



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Troxel Enterprises Inc 13505 S Mur Len Rd # 265 Olathe KS 66062		INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31470	

COVERAGES

CERTIFICATE NUMBER: 2238980

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A N TRWC306003	01/08/2022	01/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Osawatomie 509 5th St P.O. Box 37 Osawatomie KS 66064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.B.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Purchase of new backwash pump and turbidimeters for the water treatment plant.

RECOMMENDATION: Approve resolution 952

DETAILS: The backwash pump at the water treatment plant is an original piece of equipment to the facility when it was built. The pump does not have a backup unit in the event it goes down and backwashing of the filters must occur on a daily basis. We have requested proposals for the supply and installation of a replacement pump. The bids we received are as follows: JCI – \$71,635; Alexander Pump – \$77,876; and Fluid Equipment Co. – \$119,000.

The turbidimeters are not as easily interchanged because they need to communicate with the SCADA system that the plant currently utilizes. These units typically have a useful life of approximately 5-7 years. The units in our plant are twice as old. They cost just under \$5,000 ea. and we need to replace 4 of the 5 units (note: the 5th unit was replaced in November of 2021).

The pump can be salvaged for incorporation into the new water treatment plant or utilized as a backup at the new plant, provided that is the direction the City Council directs us to go.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	N/A
Available Budget:	N/A



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Monday, November 22, 2021

Osawatomie KS, City of
10th & Main
PO BOX 37
Osawatomie, KS 66064

Attention: Andrew Burkhardt

Subject: Aurora Model 411 10x12x12B Split Case - Backwash Pump

Quotation #: 0776785866DTL Rev 1

Item	Description	Qty	Unit Price
1.00	Aurora Model 411 10x12x12B Split Case - Backwash Pump Conditions: 4,000 GPM @ 36' TDH To replace existing America Well Works 12x12A0 Split Case; Shop No: 62292 <u>Equipment package includes:</u> Model 411 10x12x12B Horizontal, Single Stage, Split Case Pump 12" Suction, 10" Discharge Bronze Fitted (Impeller, sleeves, and wear rings) Mechanical Seals (Carbon vs ceramic w/ Buna-N); No Flush Piping 125# Flanges Coupling & Guard Steel Drip Rim Base Standard Paint Weg Premium Efficient 50HP, 1200RPM, 460V, 3PH, 365T Motor <i>Price includes inbound freight and delivery</i> <i>Installation NOT included</i>	1	\$48,739.00

Daren Teghtmeyer

Daren Teghtmeyer
Regional Operations Manager

Mark Swendrowski

Mark Swendrowski
Sales Engineer

Terms & Conditions	
Lead Time 14 Weeks	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Freight Included
Due to current market conditions, please confirm pricing at point of order	



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320

www.jciind.com

Friday, December 10, 2021

Osawatomie KS, City of
10th & Main
PO BOX 37
Osawatomie, KS 66064

Phone: 913 755-2146
Fax: 913 755-4164

Attention: Andrew Burkhart

Subject: Remove Old Split Case Pump and Install New Aurora 410 Split Case Pump

Quotation #: 0780414212J_B Rev 2
Please refer to this number when ordering

Item	Description	Qty	Subtotal
1.00	Remove Old Pump and Install New Pump Work Scope: <ul style="list-style-type: none">Remove existing pump and motor assemblyInstall new Aurora pump and motor assembly Includes The Following: <ul style="list-style-type: none">Removal and disposal of existing equipmentModifications to the concrete pad as neededModifications and new piping as neededNew conduit from motor to existing disconnectAlignment of the new unit, startup and test run	1	\$22,896.00

Jonathan Burri

Jonathan Burri
Service Engineer
JCI Industries, Inc.

Mark Swendrowski

Mark Swendrowski
Sales Engineer
JCI Industries, Inc.

Terms & Conditions	
Lead Time To Be Scheduled	Payment Terms Net 20
Shipping Method Best Way	Shipping Terms Included
Due to current market conditions, please confirm pricing at point of order	



JCI Industries, Inc.
1161 SE Hamblen Rd.
Lee's Summit, MO 64081
Tel: 816-525-3320
www.jciind.com

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
 2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.
 3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation.
 4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
 5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
 6. Warranty. Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
 7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
 8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.
 9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
 10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
 11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.
 12. Credit Approval: If at any time information available on Purchaser's financial condition or credit history, in JCI's judgment, does not justify the terms of payment specified herein, JCI may require full or partial payment in advance, or an acceptable form of payment guarantee such as a bank letter of credit, or other modifications to terms of payment.
- Backcharges: JCI shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Products, without JCI's prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser's full responsibility.

Alexander Pump & Service Inc.
17728 NW 62nd St.
Saint Marys, KS 66536 US
aps@alexanderpump.com
www.alexanderpump.com



Estimate

ADDRESS

City of Osawatomie
509 5th St
Osawatomie, KS 66064

ESTIMATE # 1314

DATE 12/21/2021

JOB DESCRIPTION

3000gpm back wash pump

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Hour @ 100	Aroura 10x12x12B model 411-BF with 50HP 1200 RPM Motor	1	70,976.00	70,976.00
	Installation		1	3,400.00	3,400.00
	misc Parts	Steel, piping flanges, gaskets	1	3,500.00	3,500.00

price good until 12/23/21. This is the pump delivered to the plant not installed. Lead time is 12 Weeks. Pump manufacture prices are going up 01/01/22 They could not tell me the increase. freight not included

SUBTOTAL	77,876.00
TAX	0.00
TOTAL	\$77,876.00

Accepted By

Accepted Date



QUOTE No. 783

Valid for 30 days

Mr. Andrew Burkhardt
Osawatomie - WTP
100 11th St
Osawatomie, KS 66064

Date: 01/07/2022

Reference: Osawatomie KS WTP - Replacement Turbidity Analyzers

The **R. E. Pedrotti Company, Inc.** is pleased to offer the following quotation to replace existing Hach Turbidity Analyzers with Lovibond Turbidity Analyzers.

Replacement Turbidity Analyzers

Qty	Description
4	PTV 1000 Process Turbidimeter
4	Panel, Instrument and Sample Management
4	Assembly, Fluidics Manifold
4	Assembly, Regulator, Constant Head Height
4	Hook for T-CALplus Bag
4	T-CALplus®, 5.0 NTU - For Verification
4	Kit, Fittings & Tubing
LOT	Onsite Commissioning, Start-Up, and Training

Total Price	\$19,625.00**
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****Clarifications/Exceptions**

- *Pricing is exclusive of taxes, bonds, and fees unless noted above.*
- *FOB Factory. **Freight prepaid and added to invoice.***
- *Terms: Net 30 Days*

If you have any questions or comments, please do not hesitate to call.

Sincerely,
Lewis Ohlman
lewiso@repedrotti.com

RESOLUTION NO. 952

**A RESOLUTION AUTHORIZING THE LEASE/PURCHASE
OF A NEW BACKWASH PUMP AND TURBIDIMETERS FOR
THE WATER TREATMENT PLANT**

WHEREAS, the City of Osawatomie, Kansas, owns and operates a water treatment facility; and

WHEREAS, the existing backwash pump is original to the facility and the four (4) turbidimeters are approximately 20 years old and are at risk of failing and in need of replacement; and

WHEREAS, the city has requested proposals for the supply and install of the pump and turbidimeters.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 13th day of January, 2022 that the Governing Body authorizes the purchase of a new backwash pump from: JCI in the amount of \$71,635 and new turbidimeters from R.E. Pedrotti Company, Inc. in the amount of: \$19,625 (4 ea. x \$4,906.25).

BE IT FURTHER RESOLVED that the Governing Body of the City of Osawatomie, Kansas authorizes the Mayor and city staff to enter into an agreement to finance the purchase of the described equipment under a lease/purchase agreement.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.C.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Execution of the Solar Development Agreement.

RECOMMENDATION: Review Resolution 953 for consideration at the 1/27/2022 Council Meeting.

DETAILS: City staff has been operating under the MOU approved by the City Council back in October 2021. The time has come to move on to the next phase of the development of this project, so we have drafted and negotiated a solar development agreement with Evergy. This agreement lays out who is responsible for what portions of this project as well as sets a target date by which to have a power purchase agreement (PPA) negotiated and ready for execution. At the point we consider the PPA will be the point we are committing to spend monies to do the following:

- a) The City shall submit to the City's current utility provider, a letter requesting an expansion of its current electrical system coverage territory in accordance with KSA 12-811. **(Already initiated).**
- b) The City will work with the State of Kansas, and in particular the Osawatomie State Hospital, to obtain a commitment to retain a defined presence with an electrical demand at least as great as it is as of the date of this agreement, within the corporate limits of the City of Osawatomie.
- c) The City will commit to providing three-phase power and internet connectivity to the Project for protection and control purposes. The Parties acknowledge and agree that the city may do so either by itself, via a third party, or by any other means it deems appropriate, including buying the existing electrical infrastructure of the City's current utility provider.
- d) The City agrees that it will provide metered construction power and water to the facility during construction of the facility to be provided at the expense of the City.
- e) The City agrees that as part of its contribution to this Project, it will be responsible for the construction of the permanent site fencing, driveway and laydown area in accordance with current industry best practices, as agreed upon between the Parties in writing.
- f) The City agrees that it will provide and own the interconnect facility including the transformer. Evergy agrees that it will be responsible for connecting the Project to the low side of the transformer.
- g) The Parties agree that all other equipment, material, subcontracts, labor, etc., required to build a functioning solar generating station on the low side of the interconnection is the responsibility of Evergy to provide.
- h) Evergy agrees that it will provide monthly operations reports to the City once the power purchase agreement (PPA) is executed and while the Project is under construction.
- i) The Parties agree to negotiate in good faith, a PPA with the goal of having the PPA executed no later than March 31, 2022 as long as the first tranche of KMEA participants are committed to a total project size of at least 11 MWac. If the first tranche is not complete, Evergy will provide PPA pricing in accordance with a standalone project.

j) Except as otherwise provided herein, each Party will proceed at its sole cost and expense.

The parties agree that all other terms and conditions of the MOU remain in effect and unchanged by this SDA.

Please note that this is being presented at the January 13th council meeting due to the amount of information that the council should review and get familiar with prior to the Evergy presentation at the meeting on January 27th. It is at that meeting, where we will need to council to take action on Resolution 952.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	N/A
Available Budget:	N/A

RESOLUTION NO. 953

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
SOLAR DEVELOPMENT AGREEMENT**

WHEREAS, the City of Osawatomie, Kansas, owns and operates an electric utility; and

WHEREAS, The City has three power purchase agreements in place as well as the capability to generate its own power when necessary; and

WHEREAS, Evergy Kansas Central, Inc. (Evergy) has presented a cost-effective means by which the city can purchase renewable energy from a solar facility that is planned for construction on city-controlled land commonly referred to as “the Northland”; and

WHEREAS, the council has heard the presentation on the planned solar array and deems it in the best interests of the city in general as well as its electric utility customers specifically, to continue to pursue this opportunity in partnership with Evergy.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 27th day of January, 2022 that the Governing Body authorizes the Mayor to execute the Solar Development Agreement as presented to the City Council at its regularly scheduled council meeting on January 27th, 2022.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 27th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.D.
	Date:	1/13/2022
City Manager / Deputy City Manager	From:	Mike Scanlon / Bret Glendening

RE: Selection of PubWorks for the city's asset management software needs

RECOMMENDATION: Approve Resolution 954

DETAILS: City staff has researched asset management software options to aid staff in the management of the multiple projects that are forthcoming which include: wastewater treatment plant enhancements, potentially a new water treatment plant, replacement of a majority of the water distribution lines, electrical distribution upgrades, as well as a solar array and general operational and maintenance activities for these facilities as well as the city's fleet of vehicles.

Miami County current pays for a license to ESRI (GIS and enterprise management software) that PubWorks works very well with. The initial up-front cost is \$18,750 and will be split 50% payable in 2022 and 50% payable in 2023. Annual, recurring support costs are \$4,650/year. Costs for the annual support fee will be paid for by sunsetting existing (and redundant) systems that we are currently subscribed to and they include: 8 additional (and unnecessary) licenses to ESRI at \$2,450/year (remember, we get one license paid for through the county and we only need the one license to support PubWorks), a license to Yuenta at \$1,300/year (a redundant GIS system), and Text My Gov at \$3,200/year for a total annual savings of: \$6,950. Additionally, I have asked our I.T. Director, Bill Justesen to continue to look for additional savings in the IT department that could potentially be used to offset the initial expenditure for the software.

Related Statute / City Ordinances	N/A
Line-Item Code/Description	N/A
Available Budget:	N/A

Prepared For:

City of Osawatomie, KS

Thursday, December 16, 2021

Prepared By:

Jerry Ketoff

jerry@PubWorks.com 563.581.2488

PO Box 6502 Snowmass Village, CO 81615



**PubWorks was established in 1997.
Software specifically designed for Public Works Departments
across the US and Canada.**

Asset Management | Job Costing Core

**Fleet
Maintenance**

Mobile

**Work
Orders**

MapViewr

**Service
Requests**

December 16, 2021

City of Osawatomie
Mr. Bill Justesen
IT Director
509 Fifth Street
Osawatomie, KS 66083

Dear Gentlemen,

Thank you for the time you have invested into our recent phone calls and Web-Demonstration. I am grateful. I am pleased that you believe **PubWorks** is an ideal fit to address your needs, and it is my privilege to submit this pricing proposal for your review.

As a next step, let's plan to have another discussion after your meeting this afternoon to further discuss the next steps. If I don't hear from you, I will plan to follow-up with you tomorrow. In the meantime, please feel welcome to contact me with additional questions as they arise.

Our team looks forward to serving you and your team on this exciting project, and as you are aware, we will do everything we are able to contribute to your success at Osawatomie. We understand it's a big transition and we have the experience and knowledge to guide you through the process.

Again, thank you. I hope you have a blessed day.

Respectfully,

Jerry Ketoff

Jerry Ketoff
563.581.2488
jerry@pubworks.com

Pricing and Licensing

PubWorks is sold as a perpetual site license exclusively for City of Osawatomie Public Works, its divisions, and employees, **placing no limits** on the number of clients or PCs on which the software is installed.

Charge Description	Quantity	Rate	Total ¹
Asset Management / Job Costing Core (Required)	1	\$ 4,900	\$ 4,900
Service Requests Module (Reactive Maintenance)	1	\$ 1,750	\$ 1,750
Work Orders Module (Proactive Maintenance)	1	\$ 1,750	\$ 1,750
Fleet Maintenance Module	1	\$ 2,450	\$ 2,450
Inspections Module	1	\$ 1,750	\$ 1,750
GIS MapViewer ¹	1	\$ 3,700	\$ 3,700
PubWorks Mobile Application	1	\$ 2,450	\$ 2,450
Software Total			\$ 18,750
Basic Installation and Data Conversion	8 Hours	\$ 125/Hour	Included
Onsite User Training	4 Days	\$ 975/Day	Included
GIS Layer Conversion	<15 Layers	\$ 100/Layer	Included
Implementation Services Total			Included
Total Program Cost			\$ 18,750

¹GIS MapViewer was built on the ESRI Platform. As a **PubWorks** Cloud customer, a minimum of (1) concurrent ESRI ArcEngine license will be required for each workstation needing access to GIS MapViewer at the same time. (1) license is included with the initial pricing above. Should additional licenses be required, the cost per license is \$1,250 (\$250 annual maintenance). Since the licensing requirement is based on "concurrent" usage of the GIS MapViewer only, it is our recommendation to start with one license before unnecessarily adding more. Note: There is no ESRI mapping requirement for Mobile devices. Only desktop.

Annual Support and Maintenance and Cloud Hosting (ASM)

1. Ongoing customer support is provided **free of charge** for the first six months, and thereafter at a charge equal to 20% of the cost of software purchased. **ASM equates to \$4,650 annually, which includes a \$900 Annual Hosting Fee.** ASM will be invoiced for a full twelve months, following the initial complimentary period.
2. ASM fees may increase over time, as determined by the US Consumer Price Index.
3. An active ASM agreement entitles you to unlimited customer support, all program updates, new versions and releases, and all enhancement.
4. If new software modules are purchased during this agreement, the annual payment amount will increase by 20% of the cost of the new module.

Installation and Set-up

1. We will install the necessary **PubWorks** folders and files that will be used run the **PubWorks** software and assist you into the **PubWorks Cloud** environment

Data Conversion

1. We will assist in establishing a **PubWorks** database in which we insert your “listing data” for current Employees, Materials/Parts, Locations/Assets, Equipment, Projects and Service Request Types and Task Types that can be submitted in spreadsheets.

Training

1. Four Days of On-site, hands-on user training at your facility.
2. Follow-up web-based training is provided **free of charge (90 minutes per session)**.

Customer Support

1. **PubWorks** approach is Total Customer Satisfaction.
2. **Our Service Level Objective is to respond within 30 minutes of a customer’s notification of a problem.**
3. Contact **PubWorks** Support:
 - 1-888-920-0380 or via email at support@pubworks.com.
 - Support website, www.support.pubworks.com

Instructor Travel Costs

1. Travel costs are not included in the above quotes and are based on current market prices for reasonable and customary airline, hotel, rental car, and meals for instructor travel.
2. Customer will only be billed for the actual costs incurred.
3. Travel costs are estimated at less than \$1,500.

Payment and Terms

1. Upon approval to purchase, Customer will be invoiced a sum equal to 50% of the total project costs.
2. Upon completion of the installation and user training, Customer will be invoiced for the remaining 50% plus any other agreed upon applicable charges including additional instructor travel costs.

RESOLUTION NO. 954

**A RESOLUTION AUTHORIZING THE CITY TO SUBSCRIBE
TO PUBWORKS FOR ITS ENTERPRISE/ASSET
MANAGEMENT SOFTWARE**

WHEREAS, the City of Osawatomie, Kansas, is a full-service city of the Second Class;
and

WHEREAS, The City has historically not had an asset management software that allows it to manage all of its assets in a single system that aids staff in scheduling routine maintenance of its water, wastewater, stormwater and power generation/distribution systems or its vehicle fleet;
and

WHEREAS, the City is currently seeking proposals for enhancements at the wastewater treatment facility, is planning for the construction of a new water treatment facility, replacing a majority of its water distribution system, and has ten years of street improvement projects planned;
and

WHEREAS, these forthcoming projects represent a significant investment in the City's future and its future generations and city staff will need a system to manage the construction of these facilities in the near term, and the maintenance thereof in the long run; and

WHEREAS, the City has researched available enterprise/asset management software options and determined that PubWorks is the best fit for the city's needs.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Osawatomie, Kansas, in regular meeting duly assembled this 13th day of January, 2022 that the Governing Body authorizes the City Manager to engage PubWorks as its asset management software firm.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.E.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Renewal of Kansas Gas Service Franchise Agreement

RECOMMENDATION: Approve Ordinance 3807

DETAILS: Kansas Gas Service requested that we renegotiate the existing 15-year franchise agreement which is set to expire on May 7, 2022. The existing franchise agreement was adopted during my first term with the city on May 7, 2007.

Changes from the existing franchise agreement (Ordinance 3623) to the new franchise agreement are as follows: 1.) franchise fee will now be 6% as opposed to the current 5% (change in state law subsequently occurred after May 7, 2007 allowing up to 6%); 2.) Volumetric Rate charge to large volume (transportation) users has changed based on market conditions; 3.) The city will continue to be a named additional insured on KGS' insurance policies. However, KGS has agreed to add the city to its automobile coverage with a limit of \$2,000,000 (previously we were not a named additional insured on their auto policy), and they agreed to increase the coverage limit on their commercial general liability (CGL) policy from \$1,000,000 to \$5,000,000. Workers' Compensation insurance will also be provided, but coverage limits are statutorily dictated.

Related Statute / City Ordinances	3623
Line-Item Code/Description	N/A
Available Budget:	N/A

ORDINANCE NO. 3807

AN ORDINANCE, granting to Kansas Gas Service, a Division of ONE Gas, Inc., and its successors and assigns, a natural gas franchise, prescribing the terms thereof and relating thereto, providing definitions of terms, prescribing a franchise fee, providing terms and conditions for the use of public rights-of-way, requiring advance notice of work and duty to repair, providing for indemnification and a hold harmless agreement, providing for rules and regulations, prescribing insurance requirements, reserving certain rights, providing for revocation and termination, providing for an acceptance of the terms of the franchise, providing for a reopener, providing for notice of annexations, prescribing relevant governing law, providing for transfer and assignment of the franchise, providing for points of contact and notifications, providing for an agreement to renegotiate, and repealing all ordinances or parts of ordinances inconsistent with or in conflict with the terms hereof.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

SECTION 1. DEFINITIONS.

For purposes of this Franchise Ordinance the following words and phrases shall have the meanings given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

“**City**” shall mean the City of Osawatomie, Kansas, and, where appropriate by the context, each of its departments, divisions and component units, including public trusts or authorities of which the City is a beneficiary.

“**Company**” shall mean Kansas Gas Service, a division of ONE Gas, Inc.

“**Consumer**” shall mean any Entity located within the municipal corporate limits of the City and serviced by the Company through any use of the Public Ways.

“**Distribution**” or “**Distributed**” shall mean all sales, distribution, or transportation of natural gas to any Sales Consumer or Transportation Consumer for use within the City by the Company or by others through the Distribution Facilities of Company in a Public Way.

“**Distribution System**” or “**Distribution Facilities**” shall mean a pipeline or system of pipelines, including without limitation, mains, pipes, boxes, reducing and regulating stations, laterals, conduits and services extensions, together with all necessary appurtenances thereto, or any part thereof located within any Public Way, for the purpose of Distribution or supplying natural gas for light, heat, power and all other purposes.

“Effective Date” shall mean the date the Company files its written acceptance with the City following the final passage and approval of this Franchise Ordinance by the City, as set forth in Section 11 of this Franchise Ordinance.

“Entity” shall mean any individual person, governmental entity, business, corporation, partnership, firm, limited liability corporation, limited liability partnership, unincorporated association, joint venture, trust, and any form of business enterprise not specifically listed herein.

“Facility” or “Facilities” refers to the Company’s Distribution System or Distribution Facilities.

“Franchise” shall mean the grant of authority, set forth in Section 2 of this Franchise Ordinance, by the City to the Company for the Distribution of natural gas to the inhabitants of the City and to operate a Distribution System or Distribution Facilities.

“Franchise Fee” shall refer to the charges as prescribed in Section 3 of this Franchise Ordinance.

“Franchise Ordinance” shall mean this Ordinance granting a natural gas Franchise to the Company.

“Gross Receipts” shall mean any and all compensation and other consideration derived directly by the Company from any Distribution of natural gas to Consumers within the City. Such term shall not include revenue from certain miscellaneous charges and accounts, including but not limited to: connection fees, disconnection and reconnection fees, temporary service charges, delayed or late payment charges, collection fees, bad debts, customer project contributions, meter test fees, revenues received by Company from Consumers as Franchise Fee reimbursement, and returned check charges. Additionally, Gross Receipts shall not include credit extended pursuant to the Cold Weather Rule (or substitute rule) of the Kansas Corporation Commission for natural gas sold within the corporate limits of the City, nor Volumetric Rate Fees collected by Company and remitted to City in accordance with Section 3 of this Franchise Ordinance.

“MCF” shall mean a measurement of natural gas equal to one thousand cubic feet. It is assumed for purposes of this Franchise Ordinance that one MCF equals one million British Thermal Units.

“Public Improvements” means any public facilities, buildings, or capital improvements, including, without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvements, and other Public Projects.

“Public Project” means any project planned or undertaken and financed by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or improvements, or any other purpose of a public nature paid for with public funds.

“Public Way” or “Public Ways” shall mean the area on, below or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking places,

and other public areas, and general utility easements, dedicated to or acquired by the City. The term does not include easements obtained by private entities providing utilities services or private easements in platted subdivisions or tracts.

“Sales Consumer” shall mean, without limitation, any Entity that purchases natural gas within the corporate City limits from Company for delivery to such Consumer within the City through the Company’s Distribution System or Distribution Facilities.

“Settlement Prices” shall mean the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX) on the fifteenth day of each month as published in nationally recognized publications such as the CME Group (CME) or S&P Global Platts (Platts) on the following business day (or the next day in which a Settlement Price is published).

“Transport Gas” shall mean all natural gas transported by Company pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, but not sold by the Company, through Company’s Distribution Facilities to any Transportation Consumer.

“Transportation Consumer” shall mean without limitation, any Entity that transports Transport Gas pursuant to a Kansas Corporation Commission approved transportation tariff, arrangement, or by other agreement, within the City’s municipal corporate limits through Company’s Distribution Facilities for consumption within the City’s corporate limits.

“Volumetric Rate” is the rate applicable to each Mcf of Transport Gas distributed to Transportation Consumers. The Volumetric Rate shall be based on a twelve month average of Settlement Prices as calculated from July through June. Initially, the Settlement Price shall mean \$0.1425 per MCF for Transport Gas distributed to Transportation Consumers within the City as represented in “Attachment A,” which is incorporated herein and attached hereto. There shall be an annual recalculation of the Volumetric Rate which shall be effective each January 1. The recalculation shall be based on Settlement Prices for the previous twelve-month period. The average Settlement Prices for each of the twelve months shall be summed and divided by twelve and multiplied by six percent (6%) to obtain the Volumetric Rate to be effective January 1 of the next succeeding year. The Company shall calculate the Volumetric Rates in accordance with the procedures set out herein and then filed with the City Clerk by July 31 of each year for those rates to be effective on January 1 of the following year.

SECTION 2. GRANT OF NON-EXCLUSIVE FRANCHISE.

A. In consideration of the benefits to be derived by the City and its inhabitants, there is hereby granted to the Company (said Company operating a Distribution System in the State of Kansas), a non-exclusive Franchise for a period of fifteen (15) years from the Effective Date, to construct, maintain, extend and operate its Distribution Facilities along, across, upon or under any Public Way; for the purpose of selling and distributing natural gas for all purposes to the City, and its inhabitants, and through said City and beyond the thereof; to obtain said natural gas, and/or

comparable blends of combustible gasses, from any source available; and to do all things necessary or proper to carry on said business.

B. The grant of this Franchise by the City shall not convey title, equitable or legal, in a Public Way and shall give only the right to occupy the Public Way for the purposes and for the period stated in this Franchise Ordinance. This Franchise Ordinance does not:

- (1) Grant the right to use facilities or any other property, natural gas-related or otherwise, owned or controlled by the City or a third party without the consent of such party;
- (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of a Public Way;
- (3) Excuse the Company from obtaining appropriate access or attachment agreements before locating its Facilities on property owned or controlled by the City (other than a Public Way) or a third party; or
- (4) Unless explicitly set forth herein, excuse the Company from obtaining and being responsible for any necessary permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City or the Kansas Corporation Commission.

SECTION 3. FRANCHISE FEE.

A. As further consideration for the granting of this Franchise, and in lieu of city occupation, license or permit fees, or revenue taxes, except as expressly provided herein, the Company shall pay to the City during the term of this Franchise, a Franchise Fee of: (i) six percent (6%) of the actual Gross Cash Receipts collected by the Company from the Distribution of natural gas to all Sales Consumers within the corporate limits of the City; and (ii) a sum equal to the Volumetric Rate multiplied by the number of MCF of Transport Gas for the distribution of Transport Gas for Transportation Consumers, all such payments to be made monthly for the preceding monthly period.

B. The Company's obligation for payments of the Franchise Fee shall commence with the first cycle of the monthly billing cycle following the Effective Date of this Franchise Ordinance. Prior to that date, payments shall continue to be calculated and be paid in the manner previously provided in Ordinance No. 3623, and amendments thereto.

C. In the event a Consumer of Company does not pay a monthly bill from Company in full, Company shall prorate its payments of remissions to the City for sums due on that particular bill so that the amount actually paid by the Consumer to Company on the bill is distributed to Company and to the City for sums due on the bill in proportion to the percentage of the total bill actually paid by the Consumer. In the event Company actually collects any outstanding amounts due on a past due, unpaid, or partially paid monthly customer bill, the Company shall pay City its proportionate share of sums due to the City on such bill.

D. Upon written request by the City (but no more than once per quarter), the Company shall submit to the City a certified statement showing the manner in which the Franchise Fee was calculated. The City shall have the right to examine within the corporate limits of the City and during regular business hours, upon reasonable advance written notice to the Company, all books, papers and records kept by the Company in the ordinary course of business and pertaining to its business carried on by it in or through the City, necessary to verify the correctness of the Franchise Fee paid by Company.

E. No acceptance by the City of any Franchise Fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any Franchise Fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.

F. The Franchise Fee required herein shall be in lieu of all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001, K.S.A. 17-1902, and amendments thereto. From and after the date hereof, the permit fees required of the Company by any ordinance (presently in effect or hereafter adopted) for a permit to excavate in, or adjacent to, any Public Way shall be deemed a part of the compensation paid pursuant to this Franchise Ordinance and shall not be separately assessed or collected by the City; in no event, however, shall this provision be interpreted to waive the requirement of notice to the City and the procedural requirements of such ordinance. The Franchise Fee is compensation for use of the Public Way.

SECTION 4. USE OF PUBLIC RIGHT-OF-WAY.

A. Except as provided herein or as regulated by state or federal law, the use of any Public Way under this Franchise by the Company shall be subject to all laws, statutes, regulations and/or city policies (including, but not limited to those relating to the construction and use of the Public Way or other public property) now or hereafter adopted or promulgated. Unless specifically provided herein, the Company shall be subject to all rules, regulations and policies now or hereafter adopted or promulgated by the City relating to permits, sidewalk and pavement cuts, utility location, construction coordination, and other requirements on the use of a Public Way; provided however, that nothing contained herein shall constitute a waiver of or be construed as waiving the right of the Company to oppose, challenge, or seek judicial review of, in such manner as is now or may hereafter be provided by law, any such rules, regulation, or policy proposed, adopted, or promulgated by the City and, further provided other than the items enumerated in this Section 4 herein, that such rules, regulations or policies shall not require the payment of additional fees or additional costs for the use of a Public Way.

B. All mains, services, and pipe which shall be laid or installed under this Franchise shall be so located and laid as not to obstruct or interfere with any water pipes, drains, sewers, or other structures already installed. The Company shall provide, prior to commencing work, information to the City concerning work to be performed in the streets, avenues, bridges, parking areas, and public places of the City, as the City may from time to time require for purposes of record keeping. The City may require that the information be provided on its standard permit form, but without requiring approval, consent, or fees. In the event of an emergency, the Company shall have the right to commence work without having first provided such information or form(s).

C. The Company's use of any Public Way shall always be subject and subordinate to the City's use of the Public Way for any public purpose. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory, nor in conflict with state or federal law.

D. The City reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines, and to do or permit to be done any underground work deemed necessary and proper by the City, along, across, over, or under any Public Way. In permitting such work to be done, the City shall not be liable to the Company for any damage to the Company's Facilities unless the City or its agents or contractors are negligent in causing said damage.

E. Whenever by reason of establishing a grade or changing in the grade of any street, or the location or manner of construction of any Public Way, the City deems it necessary to alter, change, adapt, or conform any portion of the Company's Facilities located in the Public Way, the City shall provide reasonable notice and such alterations or changes shall be made within a reasonable time by the Company, as requested in writing by the City, without claim for reimbursement or compensation for damages against the City; provided, however, that this provision is not intended to require the Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where the right to locate the same, whether by private right-of-way grant, utility easement, or otherwise, was acquired prior to the designation of the location as a Public Way.

F. If the City shall require the Company to adapt or conform its Facilities or in any way to alter, relocate, or change its property to enable any other person, firm, corporation, or Entity (whether public or private), other than the City, to use the Public Way, the Company shall be reimbursed by the person, firm, corporation, or Entity desiring or occasioning such change for any and all loss, cost, or expense occasioned thereby. "Person," "Firm," "Corporation," and "Entity" as used in this paragraph shall not include regular departments of the City, or any trust or authority formed by or for the benefit of the City for public utility purposes, but shall include any other agency or authority of the City, whether acting in a governmental or non-governmental capacity, including, but not limited to, any urban renewal authority, or any other agency or authority, which as a part of its program clears whole tracts of land within the municipal corporate limits and relocates citizens for the purpose of urban development or similar aims.

G. The Company and the City shall participate in the Kansas One-Call utility location program. The Company shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete information regarding the location of its Facilities located within a Public Way when requested by the City. Such location and identification shall be promptly communicated in writing to the City without cost to the City, its employees, agents or authorized contractors. The Company shall designate and maintain an agent familiar with the Facilities, who is responsible for providing timely information needed by the City for the design and replacement of Facilities in a Public Way during, and for the design, of Public Improvements.

H. The Company shall be subject to the following fees and costs in connection with its use and occupancy of any Public Way: (i) in the event that the repairs or replacements set forth under Section 5 below, have not been timely completed by Company, the City may charge an

excavation fee for each street or pavement cut to recover the costs associated with construction and repair activity; (ii) inspection fees to recover all reasonable costs associated with City inspection of the work of the Company in the Public Way when the Facilities are of such a scope and magnitude so as to require the City to incur such inspection costs by an outside party; and (iii) the repair and restoration costs associated with repairing and restoring the Public Way because of damage caused by the Company, its assigns, contractors, and/or subcontractors in the Public Way.

SECTION 5. NOTICE OF WORK AND DUTY TO REPAIR.

A. Prior to commencing any activities related to the construction, maintenance, or extension of its Facilities along, across, upon or under the Public Way, the Company shall submit to the City written plans detailing all such activities in the manner required by the City by Ordinance. In the event of an emergency, Company shall have the right to commence work without providing such plans, provided such plans are submitted within five business days of commencement of the work. The Company's Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such Public Ways or unreasonably obstruct the legal use by other utilities.

B. Prior to beginning work, the Company will inspect existing pavement within and/or adjacent to the work area and will report any existing damage or concerns. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind located within the Public Way that are damaged, displaced, or removed by the Company shall be fully repaired or replaced to their prior condition or to existing municipal standards as are then in existence, and in a manner satisfactory to the duly authorized representative of the City, after completing such activity as is permitted under this Franchise Ordinance and without cost to the City.

SECTION 6. INDEMNITY AND HOLD HARMLESS.

The Company, its successors and assigns, in the construction, maintenance, and operation of its Facilities, shall use all reasonable and proper precaution to avoid damage or injury to persons and property, and shall indemnify, defend, hold, and save the City harmless from any and all claims, damage, judgements, and reasonable expense, including attorney fees, caused by the negligence of the Company, its successors and assigns, or their agents or servants. The Company or the City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in any Public Way.

SECTION 7. RULES AND REGULATIONS.

The Company shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its Facilities, the sale of its gas, and the prudent conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Kansas, with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction, nor with the ordinances and regulations of the City insofar as they are consistent with the jurisdiction of the Kansas Corporation Commission or such other regulatory authority.

SECTION 8. INSURANCE REQUIREMENTS.

A. During the term of this Ordinance, the Company shall maintain insurance coverage at its sole expense with financially reputable insurers. The Company may elect to use the services of an affiliated captive insurance company for this purpose. The Company shall provide not less than the following insurance:

- (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence with a limit of not less than Five Million Dollars combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Franchise Ordinance, provided that such additional insured coverage shall be on a primary and non-contributory basis with respect to the City's own coverage.
- (3) Auto Liability in the amount of Two Million dollars combined single limit to cover all owned, hired, and non-owned vehicles.

B. As an alternative to the above insurance requirements, if self-insurance is allowed by state law for one or more of the required coverages, Company may present certificate or permit of self-insurance issue by state to satisfy requirement(s).

SECTION 9. REVOCATION AND TERMINATION.

In case of failure on the part of the Company to comply with any of the provisions of this Franchise Ordinance, or if the Company should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, the Company may be subject to forfeiture of all rights, privileges, and Franchise granted herein, and all such rights, privileges, and franchise hereunder be deemed ceased, terminated, null, and void, and this Franchise Ordinance shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Ordinance, it shall first serve a written notice upon Company, setting forth in detail the neglect or failure complained of, and the Company shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Franchise Ordinance. If at the end of such sixty (60) day period the City determines that the neglect or failure complained of has not been cured, the City shall take action to revoke and terminate this Franchise Ordinance by an affirmative vote of the governing body present at a public meeting and voting, setting out the grounds upon which this Franchise Ordinance is to be revoked and terminated; provided, to afford the Company due process, the Company shall first be provided reasonable notice of the date, time, and location of the governing body's consideration and shall have the right to address the governing body regarding such matter; and further provided, if the nature of the default is such

that it cannot be reasonably cured within the above said sixty (60) day period, and the governing body believes the Company has in good faith timely commenced its cure and is diligently pursuing the completion of the same, the Company may, in the City's sole discretion, be given a reasonable additional period of time to complete its cure. Nothing herein shall prevent either party from invoking any other remedy that may otherwise exist at law. Upon any determination by the governing body to revoke and terminate this Franchise Ordinance, the Company shall have thirty (30) days to appeal such decision to the District Court where the City is located or in the District Court of Johnson County, Kansas. This Franchise Ordinance shall be deemed revoked and terminated at the end of this thirty (30) day period, unless the Company has instituted such an appeal. If the Company does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of the Company to comply with any of the provisions of this Franchise Ordinance or the doing or causing to be done by the Company of anything prohibited by or in violation of the terms of this Franchise Ordinance shall not be a ground for the revocation or termination thereof when such act or omission on the part of the Company is due to any cause or delay beyond the control of the Company or to bona fide legal proceedings.

SECTION 10. RESERVATION OF RIGHTS.

A. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, applicable Federal laws or regulations as the same may be amended, its home rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.

B. In adopting and passing this Ordinance, neither the City's nor the Company's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By the City's adopting and passing this Franchise Ordinance and the Company's acceptance hereof as provided in Section 11, neither the City nor the Company waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or the Company may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances and/or rulings.

SECTION 11. ACCEPTANCE OF TERMS.

A. This Franchise Ordinance shall take effect and be in force from and after its passage, approval by the City, acceptance by the Company, and publication in the official City newspaper. The Company shall have sixty (60) days after the final passage and approval of this Franchise Ordinance to file with the City Clerk its written acceptance of the provisions, terms, and conditions of this Franchise Ordinance and when so accepted, this Franchise Ordinance and acceptance shall constitute a contract between the City and the Company and such contract shall be deemed effective on the date Company files its acceptance with the City.

B. This Franchise Ordinance, when accepted as provided above, (i) shall constitute the entire agreement between the City and the Company relating to this Franchise, and the same shall

supersede and cancel any prior understandings, agreements, or representations regarding the subject matter hereof, or involved in negotiations pertaining thereto, whether oral or written, (ii) shall be binding upon the parties, including their successors and assigns, and (iii) shall not be amended or further obligations imposed without mutual consent of the parties hereto.

SECTION 12. REOPENER PROVISION.

A. Upon written request of either the City or the Company, this Franchise may be reviewed once after five (5) years from the effective date of this Franchise Ordinance, and once every (5) five years thereafter, to review the Franchise Fee set forth in Section 3 above. Said request must be served upon the other party at least 120 days prior to the end of each period set forth above, and shall state specifically the amendment(s) to the Franchise Fee desired. The City and the Company shall negotiate in good faith in an effort to agree upon a mutually satisfactory amendment of the Franchise.

B. Upon written request of the Company, the Franchise shall be reopened and renegotiated at any time upon a change in federal, state, or local law, regulation, or order which materially affects any rights or obligations of the Company, including, but not limited to, the scope of the grant to the Company or the compensation to be paid to the City.

C. The Franchise Fee percentage rate set forth in Section 3 shall in no event exceed the percentage rate hereafter approved to calculate any fee paid to the City by any Entity for use of the Public Ways, if such fee is based in any way on the amount of revenues or gross receipts from the sale, transportation and/or distribution of natural gas or electric energy (excluding any municipally-owned electric utility) by such other Entity to customers within the City. If at any time after the Effective Date of this Franchise Ordinance, the fee or rate required to be paid by another Entity selling, transporting, and/or distributing natural gas or electric energy (excluding any municipally-owned electric utility) is less than the Franchise Fee percentage rate set forth in Section 3, then this Franchise shall become automatically subject to reopen upon notice by the Company for purposes of negotiation of a new lower Franchise Fee percentage rate.

SECTION 13. NOTICE OF ANNEXATION.

The City shall promptly notify the Company in writing (to include a map) of areas newly annexed into or deannexed from the corporate limits of the City, and the Company shall update its records for the purpose of payment of Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise Ordinance, the Franchise Fees provided for in Section 3 shall not become effective within any area annexed by the City until the beginning of the monthly billing cycle which begins no more than sixty (60) days after the date that the City provides the Company with a certified copy of the annexation ordinance, proof of publication as required by law and a map of the City detailing the annexed area.

SECTION 14. RELEVANT LAW.

This Franchise Ordinance is granted pursuant to the provisions of K.S.A. 12-2001 and amendments thereto. Any and all ordinances or parts of ordinances in conflict with the terms

hereof are hereby repealed or considered as having no effect as of the first cycle of the monthly billing cycle as referenced in Section 3 of this Franchise Ordinance.

SECTION 15. TRANSFER AND ASSIGNMENT.

Company shall not have the right to assign, sell, lease, or otherwise transfer in any manner whatsoever to any third party not affiliated with Company the rights and privileges granted under this Franchise Ordinance except as hereinafter provided. Any assignment, sale, lease, or other transfer by the Company of the Franchise granted herein to any third party not affiliated with Company shall be ineffective and void unless:

- (1) The proposed assignment, sale, lease, or transfer shall be in writing:
- (2) The prospective assignee, buyer, lessee, or other transferee shall agree in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities contained in this Franchise Ordinance; and
- (3) Such writing shall be submitted to the City Clerk of the City.

The Company shall not oppose or object to the City's intervention in any proceeding at the Kansas Corporation Commission involving any sale, lease, or other transfer by the Company impacting the Franchise granted herein.

SECTION 16. POINT OF CONTACT AND NOTICES.

The Company shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Company in the event of an emergency. Company shall provide the City with said local contact's name, address, telephone number, fax number, and e-mail address. Emergency notice by either party to the other may be made by telephone to the City's designee as listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail (return receipt requested), or via the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) shall be deemed delivered upon actual receipt unless otherwise provided. Other than emergencies, notices to the parties shall be to the following:

The City:

The City of Osawatomie
Attn: City Clerk
439 Main St. PO Box 37
Osawatomie, Kansas 66064
Phone: (913) 755-2146
Fax: (913) 755-4164
Email: cityclerk@osawatomieks.org

Company:

Kansas Gas Service, a Div. of ONE Gas, Inc.
Attn: Legal Department
7421 W. 129th Street
Overland Park, KS 66213-2713
Phone: (913) 319-8619
Fax: N/A
Email: kgsfranchises@onegas.com

Emergency Contact Information:

Emergency Designee: Osawatomie PD
Emergency Contact No.: (913) 755-2101
Emergency Email:

Natural Gas Emergency No: 888-492-4950
Local Contact Name.: _____
Local Contact Email: _____

(or to replacement addresses that may be later designated in writing).

SECTION 17. AGREEMENT TO RENEGOTIATE.

Should the Kansas Corporation Commission take any action with respect to this Franchise Ordinance and any amendment thereto which precludes Company from recovering from its customers any costs or fees provided for hereunder, the parties hereto shall renegotiate this Franchise Ordinance in accordance with or to conform to the Commission's ruling.

PASSED, ADOPTED AND APPROVED this 13th day of January, 2022.

CITY OF OSAWATOMIE, KANSAS

[seal]

Nick Hampson, Mayor

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10 F.
	Date:	January 4, 2022
City Manager	From:	Name

RE: Resolution 955 – Municipal Investment Pool

RECOMMENDATION: That the City Council approve Resolution 955 – Municipal Investment Pool Updates.

DETAILS: The State of Kansas created the Municipal Investment Pool (MIP) to allow cities to have an alternative to local banks to place excess funds. The City currently has two MIP accounts. One account is a temporary account that we are using for the bond proceeds from the generation project. The second account is an investment account for the general fund. The MIP funds is offering a higher return on our investments and allows us to easily access or transfer the money.

Staff is requesting the approval of a new resolution to reauthorize the MIP and to update the authorized users on the account.

Related Statute / City Ordinances	
Line Item Code/Description	
Available Budget:	

RESOLUTION NO. 955

BY THE CITY OF OSAWATOMIE, KANSAS

A RESOLUTION CONSENTING TO THE PARTICIPATION OF THE CITY OF OSAWATOMIE, KANSAS IN THE MUNICIPAL INVESTMENT POOL, A KANSAS PUBLIC FUNDS INVESTMENT POOL; AND DESIGNATING WHOM IS AUTHORIZED TO EXECUTE DOCUMENTS AND MAKE DEPOSITS AND WITHDRAWALS.

WHEREAS, the undersigned is a municipality (the “Depositor”), as defined in K.S.A. 12-1675, as amended, and from time to time has funds on hand in excess of current needs, and

WHEREAS, it is the best interest of the Depositor and its inhabitants to invest funds in investments that yield a favorable rate of return while providing the necessary liquidity and protection of the principal; and

WHEREAS, the Pooled Money Investment Board (the “PMIB”), operates the Municipal Investment Pool (MIP), a public funds investment pool, pursuant to Chapter 254 of the 1996 Session Laws of Kansas, and amendments thereto,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

SECTION ONE: The municipality designated below approves the establishment of an account in its name in the MIP for the purpose of transmitting funds for investment, subject to the MIP Participation Policy adopted by the Pooled Money Investment Board, and municipality acknowledges it has received a current copy of such Participation Policy. The Depositor’s taxpayer identification number assigned by the Internal Revenue Service is 48-6037846.

SECTION TWO: The following individuals, whose signatures appear directly below, are officers or employees of the Depositor and are each hereby authorized to transfer funds for investment in the MIP and are each authorized to withdraw funds, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of funds:

List officers or employees authorized to execute documents and make deposits and withdrawals:

Mayor: Signature _____
Nick Hampson

City Manager: Signature _____
Michael Scanlon

City Clerk: Signature _____
Tammy Seamands

SECTION THREE: Notice required by the PMIB's Municipal Investment Pool Participant Policy shall be provided to:

Contact Person: Tammy Seamands, City Clerk
Address: PO Box 37, Osawatomie, KS 66064
Telephone: 913-755-2146
Fax No.: 913-755-4164
Email: tseamands@osawatomieks.org

SECTION FOUR: That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the PMIB receives a copy of any such amendment or revocation, the PMIB is entitled to rely on same.

SECTION FIVE: This Resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas, this 13th day of January, 2022, a majority voting in favor of.

APPROVED and signed by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.G.
	Date:	1/13/2022
Deputy City Manager	From:	Bret Glendening

RE: Capital Improvement Authorization & Pave the Way GO Bonds – 2022A

RECOMMENDATION: Approve Resolutions 957 & 958.

DETAILS: Resolution 957 authorizes the multi-year capital improvement plan totaling \$8.6M. This includes the streets that the council directed city staff to move forward on (Res. 931) for 2022 and 2023 as well as the 800Hz radios. As a reminder, the streets detailed in Resolution 931 are:

Street Improvements

Main Street Terrace (16th – 18th Street)

Walnut Avenue (4th Street – 6th Street)

18th Street (Main Street – Brown Avenue)

Brown Avenue (16th Street – 18th Street)

Brown Avenue (7th Street – 12th Street)

6th Street (Within City Limits)

Resolution 958 authorizes the sale of \$6.32M in bonds to do the following:

- 1.) Finances \$5.315M for street improvements;
- 2.) \$90K to reimburse city funds already expended to purchase 800Hz radios;
- 3.) \$915K for refinancing the sewer project loan that financed the last upgrades performed at the wastewater treatment plant.

Related Statute / City Ordinances	Res. 931 (Streets) and Res. 943 (Sewer Plant)
Line-Item Code/Description	N/A
Available Budget:	\$6,320,000

RESOLUTION NO. 957

A RESOLUTION AUTHORIZING AND PROVIDING FOR IMPROVEMENTS INCLUDED IN THE MULTI-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY OF OSAWATOMIE, KANSAS; AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF.

WHEREAS, K.S.A. 14-570 *et seq.*, as amended by Charter Ordinance No. 20 (the “Act”) of the City of Osawatomie, Kansas (the “City”), provides that the City Manager may file with the governing body of the City (the “Governing Body”) a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which master capital improvements plan may require a number of years to execute; and

WHEREAS, upon approval of the master capital improvements plan by the Governing Body, the City is authorized to issue its general obligation bonds (the “Bonds”) in an amount sufficient to carry out such master capital improvements plan and associated costs; and

WHEREAS, the City Manager has filed such a Plan for years 2021 – 2028, as may be amended, with the Governing Body, a copy of which is attached as *Exhibit A*; and

WHEREAS, the Governing Body desires to ratify and approve the Plan and to authorize the issuance of general obligation bonds to finance all or a portion of such Plan.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

Section 1. Plan Approval. The Governing Body hereby ratifies and approves the Plan, a copy of which is attached as *Exhibit A*.

Section 2. Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described project included in the Plan (the “Improvements”):

<u>Description</u>	<u>Estimated Cost</u>
<i>Street Improvements</i>	
Main Street Terrace (16 th – 18 th Street)	\$1,000,000
Walnut Avenue (4 th Street – 6 th Street)	250,000
18 th Street (Main Street – Brown Avenue)	150,000
Brown Avenue (16 th Street – 18 th Street)	350,000
Brown Avenue (7 th Street – 12 th Street)	1,750,000
6 th Street (Within City Limits)	5,000,000
<i>Equipment Improvements</i>	
Emergency Communications Equipment	100,000

All or a portion of the costs of the Improvements, contingencies, interest on interim financing, capitalized interest on the Bonds and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 3. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 4. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body, subject to the effectiveness of Charter Ordinance No. 25 of the City.

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ADOPTED AND APPROVED by the governing body of the City of Osawatomie, Kansas, on January 13, 2022.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on January 13, 2022, as the same appears of record in my office.

DATED: January 13, 2022.

Clerk

EXHIBIT A

CITY OF OSAWATOMIE, KANSAS
MULTI-YEAR CAPITAL IMPROVEMENTS PLAN

RESOLUTION NO. 958

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2022A, OF THE CITY OF OSAWATOMIE, KANSAS.

WHEREAS, the City of Osawatomie, Kansas (the “Issuer”), has previously authorized and/or caused to be made certain improvements described as follows (collectively the “Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Amount</u>
Capital Improvement Plan Authorization	957	K.S.A. 14-570 <i>et seq.</i> /Ch. Ord No. 25	\$8,600,000.00
Sanitary Sewer Improvements (KWPCRF Project No. C20 1961 01)	943	K.S.A. 12-631a	984,707.60

Total:

WHEREAS, the City has previously financed the above-described sanitary sewer improvements with the proceeds of a loan agreement entered into with the Kansas Department of Health and Environment (the “KDHE Loan Obligation”); and

WHEREAS, the Issuer proposes to issue its general obligation bonds to permanently finance a portion of the costs of the Improvements, including retiring the KDHE Loan Obligation; and

WHEREAS, the City Council of the Issuer (the “Governing Body”) has selected the firm of Ehlers Municipal Advisors, Inc., Roseville, Minnesota (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Municipal Advisor and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Clerk to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSAWATOMIE, KANSAS, AS FOLLOWS:

Section 1. There is hereby authorized to be offered for sale the Issuer’s General Obligation Bonds, Series 2022A (the “Bonds”) described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the Governing Body this date (the “Notice of Bond Sale”). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale

date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor and Clerk, in conjunction with the Municipal Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Clerk, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Miami County, Kansas, and the ***Kansas Register*** and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds.

Section 4. For the purpose of enabling the purchaser of the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as ***Exhibit A*** as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Clerk and the other officers and representatives of the Issuer, the Municipal Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Bonds; and (b) make provision for prepayment and/or redemption of the KDHE Loan Obligation from proceeds of the Bonds and other available funds.

The transactions described in this Resolution may be conducted, and documents related to the Bonds may be sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council on January 13, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2022

Re: City of Osawatomie, Kansas, General Obligation Bonds, Series 2022A

The undersigned are the duly acting Mayor and Clerk of the City of Osawatomie, Kansas (the “Issuer”), and are authorized to deliver this Certificate to the purchaser (the “Purchaser”) of the above-referenced bonds (the “Bonds”) on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the “Preliminary Official Statement”) relating to the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the “Rule”), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF OSAWATOMIE, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

NOTICE OF BOND SALE

\$6,320,000*

CITY OF OSAWATOMIE, KANSAS

**GENERAL OBLIGATION BONDS
SERIES 2022A**

(GENERAL OBLIGATION BONDS PAYABLE
FROM UNLIMITED AD VALOREM TAXES)

Bids. Electronic bids (as explained below) for the purchase of the above-referenced bonds (the “Bonds”) of the City of Osawatomie, Kansas (the “Issuer”) herein described will be received on behalf of the undersigned Clerk of the Issuer via PARITY®, until 10:00 A.M. applicable Central Time (the “Submittal Hour”), on

FEBRUARY 10, 2022

(the “Sale Date”). All bids will be publicly evaluated at said time and place and the award of the Bonds to the successful bidder (the “Successful Bidder”) will be acted upon by the City Council of the Issuer (the “Governing Body”) at its meeting to be held at 6:30 p.m. on the Sale Date. No other written, emailed or facsimile bids will be considered. Capitalized terms not otherwise defined herein shall have the meanings set forth in the hereinafter referenced Preliminary Official Statement relating to the Bonds.

Terms of the Bonds. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (the “Authorized Denomination”). The Bonds will be dated March 3, 2022 (the “Dated Date”), and will become due in principal installments on March 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2023	\$645,000	2028	\$655,000
2024	645,000	2029	665,000
2025	655,000	2030	605,000
2026	660,000	2031	555,000
2027	670,000	2032	565,000

The Bonds will bear interest from the Dated Date at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2022 (the “Interest Payment Dates”).

***Adjustment of Issue Size.** The Issuer reserves the right to increase or decrease the total principal amount of the Bonds or the schedule of principal payments described above, depending on the purchase price and interest rates bid and the offering prices specified by the Successful Bidder. The Successful Bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds or the schedule of principal payments as described herein. If there is an

increase or decrease in the final aggregate principal amount of the Bonds or the schedule of principal payments as described above, the Issuer will notify the Successful Bidder by means of telephone or facsimile transmission, subsequently confirmed in writing, no later than 2:00 p.m. applicable Central Time, on the business day immediately following the Sale Date. The actual purchase price for the Bonds shall be calculated by applying the percentage of par value bid by the Successful Bidder against the final aggregate principal amount of the Bonds, as adjusted, plus accrued interest from the Dated Date to the Closing Date (as hereinafter defined).

Place of Payment. The principal of and interest on the Bonds will be payable in lawful money of the United States of America by check or draft of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The principal of each Bond will be payable at maturity or earlier redemption to the owner thereof whose name is on the registration books (the “Bond Register”) of the Bond Registrar (the “Registered Owner”) upon presentation and surrender at the principal office of the Paying Agent. Interest on each Bond will be payable to the Registered Owner of such Bond as of the fifteenth day (whether or not a business day) of the calendar month next preceding each Interest Payment Date (the “Record Date”) (a) mailed by the Paying Agent to the address of such Registered Owner as shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by wire transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the wire transfer address to which such Registered Owner wishes to have such wire directed.

Bond Registration. The Bonds will be registered pursuant to a plan of registration approved by the Issuer and the Attorney General of the State of Kansas (the “State”). The Issuer will pay for the fees of the Bond Registrar for registration and transfer of the Bonds and will also pay for printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, will be the responsibility of the Owners.

Book-Entry-Only System. The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. The Bonds will initially be issued exclusively in “book entry” form and shall be initially registered in the name of Cede & Co., as the nominee of DTC and no beneficial owner will receive certificates representing their interests in the Bonds. During the term of the Bonds, so long as the book-entry-only system is continued, the Issuer will make payments of principal of, premium, if any, and interest on the Bonds to DTC or its nominee as the Registered Owner of the Bonds. DTC will make book-entry-only transfers among its participants and receive and transmit payment of principal of, premium, if any, and interest on the Bonds to its participants who shall be responsible for transmitting payments to beneficial owners of the Bonds in accordance with agreements between such participants and the beneficial owners. The Issuer will not be responsible for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. In the event that: (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the Issuer determines that continuation of the book-entry-only form of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry-only form of registration with DTC. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will cause to be authenticated and delivered to the beneficial owners replacement Bonds in the form of fully registered certificates. Reference is made to the Official Statement for further information regarding the book-entry-only system of registration of the Bonds and DTC.

Redemption of Bonds Prior to Maturity.

General. Whenever the Issuer is to select Bonds for the purpose of redemption, it will, in the case of Bonds in denominations greater than the minimum Authorized Denomination, if less than all of the Bonds then outstanding are to be called for redemption, treat each minimum Authorized Denomination of face value of each such fully registered Bond as though it were a separate Bond in the minimum Authorized Denomination.

Optional Redemption. At the option of the Issuer, Bonds maturing on March 1 in the years 2030, and thereafter, will be subject to redemption and payment prior to maturity on March 1, 2029, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the “Term Bonds”) scheduled to mature in the latest of said consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements; and (b) a bidder shall make such an election by completing the applicable information on PARITY®.

Notice and Effect of Call for Redemption. Unless waived by any owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, any provider of municipal bond insurance and the Successful Bidder. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the registered owners of said Bonds. Each of said written notices shall be deposited in United States first class mail not less than 30 days prior to the Redemption Date. All notices of redemption shall state the Redemption Date, the redemption price, the Bonds to be redeemed, the place of surrender of Bonds so called for redemption and a statement of the effect of the redemption. The Issuer shall also give such additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of such notice. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease from and after the Redemption Date, provided funds are available for its payment at the price hereinbefore specified.

Authority, Purpose and Security. The Bonds are being issued pursuant to the Constitution and statutes of the State, including K.S.A. 12-631a *et seq.*, K.S.A 14-570 *et seq.*, as amended by Charter Ordinance No. 25 of the City, and an ordinance and a resolution adopted by the Governing Body (collectively the “Bond Resolution”) for the purpose of paying a portion of the cost of certain capital improvements (the “Improvements”). The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal and interest on the Bonds as the same become due.

Submission of Bids. All bids must be submitting using the PARITY® bidding platform and must be submitted in accordance with its Rules of Participation, as well as the provisions of this Notice of Bond Sale. ***Any bid submitted shall include the initial offering prices to the public for each maturity of the Bonds.*** If provisions of this Notice of Bond Sale conflict with those of PARITY®, this Notice of Bond Sale shall control. Bids must be received prior to the Submittal Hour on the Sale Date accompanied by the Deposit (as hereinafter defined), which may be submitted separately.

PARITY®. Information about the electronic bidding services of PARITY® may be obtained from i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Phone No. (212) 849-5023.

Conditions of Bids. Proposals will be received on the Bonds bearing such rate or rates of interest as may be specified by the bidders, subject to the following conditions: (a) the same rate shall apply to all Bonds of the same maturity year; (b) no interest rate may exceed a rate equal to the daily yield for the 10-year Treasury Bond published by **THE BOND BUYER**, in New York, New York, on the Monday next preceding the day on which the Bonds are sold, plus 3%; and (c) no supplemental interest payments will be considered. No bid for less than **98.80%** of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered. Each bid shall specify the total interest cost (expressed in dollars) during the term of the Bonds on the basis of such bid, the discount, if any, the premium, if any, offered by the bidder, the net interest cost (expressed in dollars) on the basis of such bid, and an estimate of the TIC (as hereinafter defined) on the basis of such bid. Each bidder shall certify to the Issuer the correctness of the information contained on the Official Bid Form; the Issuer will be entitled to rely on such certification. Each bidder agrees that, if it is awarded the Bonds, it will provide the certification described under the caption “Establishment of Issue Price” in this Notice.

Good Faith Deposit. A good faith deposit (the “Deposit”) in the amount of \$126,400 payable to the order of the Issuer is required in order to secure the Issuer from any loss resulting from the failure of the bidder to comply with the terms of its bid.

The Deposit may be submitted at the address hereinafter set forth in either of the following forms:

(a) *Certified or Cashier’s Check.* Certified or cashier’s check drawn on a bank located in the United States of America received by the Issuer **prior to the Submittal Hour**; or

(b) *Wire Transfer.* Wire transfer submitted by the Successful Bidder in Federal Reserve funds, immediately available for use by the Issuer **not later than 2:00 p.m. applicable Central Time on the Sale Date** (wire transfer information may be obtained from the Municipal Advisor at the addresses set forth below).

Contemporaneously with the submission of a wire transfer Deposit, such bidder shall send an email to the Municipal Advisor at the email address set forth below, including the following information: (a) notification that a wire transfer has been made; (b) the amount of the wire transfer; and (c) return wire transfer instructions in the event such bid is unsuccessful. Checks submitted for Deposits by unsuccessful bidders will be returned; wire transfer Deposits submitted by unsuccessful bidders will not be accepted or shall be returned in the same manner received on the next business day following the Sale Date. The Issuer reserves the right to withhold reasonable charges for any fees or expenses incurred in returning a wire transfer Deposit. No interest on the Deposit will be paid by the Issuer. If a bid is accepted, the Deposit, or the proceeds thereof, will be held by the Issuer until the Successful Bidder has complied with all of the terms and conditions of this Notice at which time the amount of said Deposit shall be returned to the Successful Bidder or deducted from the purchase price at the option of the Issuer. If a bid is accepted but the Issuer fails to deliver the Bonds to the Successful Bidder in accordance with the terms and conditions of this Notice, said Deposit, or the proceeds thereof, will be returned to the Successful Bidder. If a bid is accepted but the bidder defaults in the performance of any of the terms and conditions of this Notice, the proceeds of such Deposit will be retained by the Issuer as and for liquidated damages.

Basis of Award. Subject to the timely receipt of the Deposit set forth above, the award of the Bonds will be made on the basis of the lowest net interest cost (expressed in dollars), which will be determined by subtracting the amount of the premium bid, if any, from or adding the amount of the discount

bid, if any, to the total interest cost to the Issuer. The Issuer Municipal Advisor will compute the net interest cost based on such bids. If there is any discrepancy between the net interest cost specified and the interest rates specified, the specified net interest cost shall govern and the interest rates specified in the bid shall be adjusted accordingly. If two or more proper bids providing for identical amounts for the lowest net interest cost are received, the Governing Body will determine which bid, if any, will be accepted, and its determination is final.

The Issuer reserves the right to reject any and/or all bids and to waive any irregularities in a submitted bid. Any bid received after the Submittal Hour on the Sale Date will not be considered. Any disputes arising hereunder shall be governed by the laws of the State, and any party submitting a bid agrees to be subject to jurisdiction and venue of the federal and state courts within the State with regard to such dispute.

The Issuer's acceptance of the Successful Bidder's proposal for the purchase of the Bonds in accordance with this Notice of Bond Sale shall constitute a bond purchase agreement between the Issuer and the Successful Bidder for purposes of the laws of the State and a contract between the Issuer and the Successful Bidder for the purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") and Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"). The method of acceptance shall be determined solely by the Governing Body.

Bond Ratings. The outstanding general obligation bonds of the Issuer are rated "A3" by Moody's Investors Service. The Issuer has applied to S&P Ratings Services, a division of S&P Global, Inc., for a rating on the Bonds herein offered for sale.

Optional Bond Insurance. The Issuer has **not** applied for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance, and any bidder desires to purchase such policy, such indication and the name of the desired insurer must be set forth on the bidder's Official Bid Form. The Issuer specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the Issuer.

If the Successful Bidder elects to purchase the Bonds with municipal bond insurance, certain rating agencies will assign their ratings to the Bonds with the understanding that upon delivery of the Bonds, a policy insuring the payment when due of the principal of and interest on the Bonds will be issued by such bond insurer. All costs associated with the purchase and issuance of such municipal bond insurance policy and associated ratings and expenses (other than any independent rating requested by the Issuer) shall be paid by the Successful Bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the Successful Bidder to accept delivery of the Bonds.

CUSIP Numbers. CUSIP identification numbers will be assigned and printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of this Notice. The Municipal Advisor will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. All expenses in relation to the assignment and printing of CUSIP numbers on the Bonds will be paid by the Issuer.

Delivery and Payment. The Issuer will pay for preparation of the Bonds and will deliver the Bonds properly prepared, executed and registered without cost on or about **MARCH 3, 2022** (the "Closing Date"), to DTC for the account of the Successful Bidder. The Successful Bidder will be furnished with a certified transcript of the proceedings evidencing the authorization and issuance of the Bonds and the usual closing documents, including a certificate that there is no litigation pending or threatened at the time of

delivery of the Bonds affecting their validity and a certificate regarding the completeness and accuracy of the Official Statement. Payment for the Bonds shall be made in federal reserve funds, immediately available for use by the Issuer. The Issuer will deliver one Bond of each maturity registered in the nominee name of DTC.

Establishment of Issue Price.

(a) In order to provide the Issuer with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Successful Bidder will be required to assist the Issuer in establishing the “issue price” of the Bonds and complete, execute and deliver to the Issuer prior to the Closing Date, a written certification in a form acceptable to the Successful Bidder, the Issuer and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds: (1) the interest rate; (2) the reasonably expected initial offering price to the “public” (as said term is used in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (3) pricing wires or equivalent communications supporting such offering or sale price. However, such Issue Price Certificate may indicate that the Successful Bidder has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public. Any action to be taken or documentation to be received by the Issuer pursuant hereto may be taken or received by the Municipal Advisor or Bond Counsel on behalf of the Issuer.

(b) The Issuer intends that the sale of the Bonds pursuant to this Notice shall constitute a “competitive sale” as defined in the Regulation. In support thereof: (1) the Issuer shall cause this Notice to be disseminated to potential bidders in a manner reasonably designed to reach potential bidders; (2) all bidders shall have an equal opportunity to submit a bid; (3) the Issuer reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and (4) the Issuer anticipates awarding the sale of the Bonds to the bidder that provides a bid with the lowest TIC in accordance with the section hereof entitled “Basis of Award.”

(c) Any bid submitted pursuant to this Notice shall be considered a firm offer for the purchase of the Bonds as specified therein. The Successful Bidder shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its bid, the Successful Bidder confirms that it shall require any agreement among underwriters, a selling group agreement or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with provisions of the Code and the Regulation regarding the initial sale of the Bonds.

(d) If all of the requirements of a “competitive sale” are not satisfied, the Issuer shall advise the Successful Bidder of such fact at the time of award of the sale of the Bonds to the Successful Bidder and the following provisions shall apply to the Bonds. ***In such event, any bid submitted will not be subject to cancellation or withdrawal.*** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Successful Bidder shall advise the Issuer if a “substantial amount” (as defined in the Regulation (10%)) of any maturity of the Bonds has been sold to the public and the price at which such substantial amount was sold. The Issuer will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The Issuer will ***not*** require the Successful Bidder to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Successful Bidder may elect such option. If the Successful Bidder exercises such option, the Issuer will apply the initial offering price to the public provided in the bid as the issue price for such maturities. If the Successful Bidder does not exercise that option, it shall thereafter promptly provide the Issuer the prices at which a substantial amount of such maturities are sold to the public. ***Any change in the issue price of any of the Bonds after the Submittal Hour will not affect the purchase price for the Bonds submitted in the bid of the Successful Bidder.***

(e) This agreement by the Successful Bidder to provide such information will continue to apply after the Closing Time if: (a) the Issuer requests the information in connection with an audit or inquiry by the Internal Revenue Service (the “IRS”) or the Securities and Exchange Commission (the “SEC”) or (b) the information is required to be retained by the Issuer pursuant to future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority.

Preliminary Official Statement and Official Statement. The Issuer has prepared a Preliminary Official Statement dated relating to the Bonds, “deemed final” by the Issuer except for the omission of certain information as provided in the Rule, copies of which may be obtained from the Municipal Advisor. Upon the sale of the Bonds, the Issuer will adopt the final Official Statement and will furnish the Successful Bidder, without cost, within seven business days of the acceptance of the Successful Bidder’s proposal, with a sufficient number of copies thereof, which may be in electronic format, in order for the Successful Bidder to comply with the requirements of the Rule and Rule G-32. Additional copies may be ordered by the Successful Bidder at its expense.

Continuing Disclosure. In the Bond Resolution, the Issuer has covenanted to provide annually certain financial information and operating data and other information necessary to comply with the Rule, and to transmit the same to the Municipal Securities Rulemaking Board. This covenant is for the benefit of and is enforceable by any Registered Owner of the Bonds. For further information, reference is made to the caption “CONTINUING DISCLOSURE” in the Preliminary Official Statement.

Assessed Valuation and Indebtedness. The total assessed valuation of the taxable tangible property within the Issuer for the year 2021 is as follows:

Equalized Assessed Valuation of	
Taxable Tangible Property	[\$_____]
Tangible Valuation of Motor Vehicles.....	[_____]
Equalized Assessed Tangible Valuation	
for Computation of Bonded Debt Limitations	[\$_____]

The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$[_____].

Legal Opinion. The Bonds will be sold subject to the approving legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, which opinion will be furnished and paid for by the Issuer, will be printed on the Bonds, if the Bonds are printed, and will be delivered to the Successful Bidder when the Bonds are delivered. Said opinion will also include the opinion of Bond Counsel relating to the interest on the Bonds being excludable from gross income for federal income tax purposes and exempt from income taxation by the State. Reference is made to the Preliminary Official Statement for further discussion of federal and State income tax matters relating to the interest on the Bonds.

Electronic Transactions. The transactions described herein may be conducted and related documents may be sent, received and stored by electronic means or transmissions. All bid documents, closing documents, certificates, ordinances, resolutions and related instruments may be executed by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmissions) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Additional Information. Additional information regarding the Bonds may be obtained from the Municipal Advisor at the address set forth below:

DATED: January 13, 2022.

CITY OF OSAWATOMIE, KANSAS

By: Tammy Seamands, Clerk

Issuer – Good Faith Deposit Delivery Address:	Municipal Advisor
City of Osawatomie, Kansas	Ehlers Municipal Advisors
439 Main Street	3060 Centre Point Drive
Osawatomie, Kansas 66064	Roseville, Minnesota 55113
Attn: Tammy Seamands, Clerk	Attn: Bruce Kimmell
Phone No. (913) 755-2146	Phone No. (651) 697-8572
Email: tseamands@osawatomie.org	Email: bkimmel@ehlers-inc.com

SUMMARY NOTICE OF BOND SALE

\$6,320,000*

CITY OF OSAWATOMIE, KANSAS GENERAL OBLIGATION BONDS, SERIES 2022A

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. SUBJECT to the Notice of Bond Sale dated January 13, 2022 (the “Notice”), facsimile and electronic bids will be received on behalf of the Clerk of the City of Osawatomie, Kansas (the “Issuer”) in the case of facsimile bids, at the address set forth below, and in the case of electronic bids, through **PARITY®** until 10:00 A.M. applicable Central Time, on **FEBRUARY 10, 2022** for the purchase of the above-referenced bonds (the “Bonds”). No bid of less than 98.80% of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered.

Bond Details. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated March 3, 2022, and will become due on March 1 in the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2023	\$645,000	2028	\$655,000
2024	645,000	2029	665,000
2025	655,000	2030	605,000
2026	660,000	2031	555,000
2027	670,000	2032	565,000

* Subject to change, see the Notice

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2022.

Book-Entry-Only System. The Bonds shall be registered under a book-entry-only system administered through DTC.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

Good Faith Deposit. Each bid shall be accompanied (in the manner set forth in the Notice) by a good faith deposit in the form of a cashier’s or certified check drawn on a bank located in the United States of America or a wire transfer in Federal Reserve funds immediately available for use by the Issuer in the amount of \$[126,400].

Delivery. The Issuer will pay for preparation of the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **March 3, 2022**, to DTC for the account of the successful bidder.

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2021 is \$[_____]. The total general obligation indebtedness of the Issuer as of the Dated Date, including the Bonds being sold, is \$[_____].

Approval of Bonds. The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel to the Issuer, whose approving legal opinion as to the validity of the Bonds will be furnished and paid for by the Issuer, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Municipal Advisor at the addresses set forth below:

DATED: January 13, 2022.

Issuer – Good Faith Deposit Delivery Address:	Municipal Advisor
City of Osawatomie, Kansas	Ehlers Municipal Advisors
439 Main Street	3060 Centre Point Drive
Osawatomie, Kansas 66064	Roseville, Minnesota 55113
Attn: Tammy Seamands, Clerk	Attn: Bruce Kimmell
Phone No. (913) 755-2146	Phone No. (651) 697-8572
Email: tseamands@osawatomie.org	Email: bkimmel@ehlers-inc.com

KANSAS REGISTER

DOCUMENT NO. _____

(Above space for Register Office Use)

Submission Form
Municipal Bond Sale Notice
(K.S.A. 10-106 as amended)

TITLE OF SUMMARY NOTICE OF BOND SALE

DOCUMENT Re: City of Osawatomie, Kansas, General Obligation Bonds, Series 2022A, Dated March 3, 2022.

NUMBER OF PAGES: 2 DESIRED PUBLICATION DATE: JANUARY 27, 2022

BILL TO: Tammy Seamands, Clerk
439 Main St.,
Osawatomie, Kansas 66064

Please forward 2 Affidavits of Publication of same to Pam A. Jones, Gilmore & Bell, P.C., 100 North Main, Suite 800, Wichita, KS 67202 at your earliest opportunity.

Any questions regarding this document should be directed to:

NAME _____ PHONE _____ (316) 267-2091

Certification

I hereby certify that I have reviewed the attached and herein described document, and that it conforms to all applicable **Kansas Register** publication guidelines. I further certify that submission of this item for publication in the **Kansas Register** is authorized by the municipality which has issued the notice.

Authorized Signature

Typed Name of Signer

Position

TRANSMIT TO: Kansas Register; Secretary of State; State Capitol, Topeka, KS 66612
PHONE: (785) 296-3489; FAX: (785) 291-3051; EMAIL: kansasregister@sos.ks.gov

THIS SPACE FOR REGISTER OFFICE USE ONLY



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.I
	Date:	January 11, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 959 – Resolution directing Staff to post a Request for Proposals for the residential development of city-owned land.

RECOMMENDATION: Approve Resolution 959 directing Staff to post a Request for Proposals for the residential development of city-owned land.

DETAILS: Through various City Council actions the City has begun to undertake one of the five goals identified by the community “Creating and building housing of all types.” This resolution directs staff to post a Request for Proposals (RFP) for the development of Community Housing on several parcels of land owned by the city. It’s anticipated that the larger parcels will need to be incentivized using Rural Housing Investment Districts (RHIDs). RHIDs are not new and Kansas and many rural communities have become dependent on them in order to get housing developed in their communities. This is the first step in our mission to achieve the goal of “Creating and building housing of all types” in our community.

RESOLUTION NO. 959

A RESOLUTION DIRECTING STAFF TO POST A REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT OF COMMUNITY HOUSING ON CITY-OWNED PARCELS.

WHEREAS, the City of Osawatomie, Kansas, has established five goals for the Community; and

WHEREAS, one of those goals is to create and build housing of all types in the city; and

WHEREAS, in a recent housing study undertaken by Kansas Housing and the state's Office of Rural Prosperity the study identified four key goals important on a state-wide basis

- Prioritize middle income housing
- Diversify housing stock
- Extend housing security
- Reinvest in older housing stock, including vacant units; and

WHEREAS, housing and housing security will play a key part in the revitalization of our community.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Osawatomie, Kansas, directs City staff to post the RFP titled

“REQUEST FOR PROPOSALS FOR COMMUNITY HOUSING LEVERAGING CITY-OWNED LAND”

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk



City of Osawatomie

REQUEST FOR PROPOSALS
FOR COMMUNITY HOUSING
LEVERAGING CITY-OWNED LAND

Issued by:

City of Osawatomie
439 Main St, PO Box 37
Osawatomie, KS 66064

Issued on January 14, 2022
Responses due: February 18, 2022

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1. INTRODUCTION

General Information

The City of Osawatomie hereby requests proposals from qualified and experienced housing developers interested in developing community housing on City-owned properties. A list of properties is provided on **Page 9** of this Request for Proposals (RFP).

The city is seeking housing developers capable of developing high quality community housing and demonstrate an understanding of the Osawatomie community, its affordable housing needs, and the unique attributes and opportunities of the Osawatomie area. Developers should provide evidence of successful experience in developing and managing community housing projects and a commitment to an inclusive and informative public participation process regarding proposed developments.

The selected developers must submit a detailed proposal for the proposed development. Proposals will be reviewed by staff and approved by City Council. If the proposal results in an approved project, the City and selected developer will negotiate a Development Agreement for conveyance of City-Owned property for the project. The Agreement will set forth additional detail regarding the property disposition, performance milestones for the developer, project development timeline, indemnities and insurance requirements, financing plan, economic incentives and any other City requirements for the development.

City Objectives

Through various resolutions and actions, the City Council has identified “Creating and building housing of all types” as one of five important goals for the community. Additionally, the City Council passed the following Resolutions and Ordinances to spur housing development in the Community.

Resolution 783 (et. al.)	New Housing Construction Incentives
Resolution 799	Establishing a Planning Framework for Osawatomie
Ordinance 3659	Neighborhood Revitalization Plan (Established in 2008)
Resolution 930 & 937	Acquisition of 10-Acres and “Hay’s Hill Parcel”

Another one of the City’s objectives is to adhere to the best-practice of leveraging City-Owned land for the development of community housing. The City desires to facilitate the development of community housing that will:

- Provide a mix of affordable/mixed income housing units;
- Be attractive and compatible with the character of the surrounding neighborhood and larger community, and be both aesthetically attractive and functional;
- Utilize environmentally friendly and sustainable principles in development design and construction; and
- Incorporate community input on the proposed developments.

2. ELIGIBLE RESPONDENTS

Eligible respondents may include one entity or a development team, including for-profit and non-profit housing developers. Respondents that include several entities must include a lead entity which has demonstrated experience and capacity in the development and management of affordable/mixed income housing and shall have successfully completed at least three housing developments of similar size and complexity as the proposed development. The three developments must have been completed within the past three years in order for a proposal to be deemed eligible for review. It is preferred, although not required, that some of the prior successful development activity has taken place in the Kansas City area and/or rural Kansas. Developers with prior experience building affordable/mixed income housing developments in the Kansas City area are encouraged to submit proposals.

Developer's capacity and experience will be evaluated based on, but not limited to the following:

- Prior experience and technical competence of the developer in completing and managing community housing developments of similar scope, complexity, and magnitude;
- Developer's experience in partnering with the City of Osawatomie or other municipalities and local agencies;
- Developer's track record in use of public funds, land, or other public resources;
- Developer's experience in working with the community to garner support for community housing developments.
- Developer's financial standing as evidenced by financial references, the review of materials such as audited financial statements, and other financial status information.
- Developer's capacity to work cooperatively with City representatives and the community in the design and completion of the proposed development; and
- Developer's track record in obtaining required financing, regulatory approvals, and permits within project schedules and time frames set forth in development proposals. Consideration will also be given to the developer's track record on similar developments.
- Developer submitting proposal that is consistent with the City's current neighborhood revitalization efforts.

3. PROJECT SCOPE

The city is soliciting well thought out proposals from qualified developers committed to and experienced in the development of community housing. The scope of each proposal must reflect the below information.

Site Control

The city is open to a variety of site conveyance options including fee simple ownership and a long-term ground lease. The former is preferred for homeownership proposals while the latter is preferred for proposed rental developments.

Development Parameters

A. Project Size

Proposed developments may include up to the maximum allowable number of units consistent with land use policies, objectives, guidelines, and the goals of this RFP. Should a proposal require a site zoning different from the existing zoning, such a need should be reflected in the proposal with the understanding that the selected developer would undertake the desired rezoning.

B. Unit Size

All units are expected to be of a size comparable to similar types of units. Proposals shall explain the basis for the proposed mix of unit sizes in the.

C. On-Site Amenities

Proposals that include resident amenities (parks, sidewalks, and trails) within the development, consistent with City zoning to improve the quality of life of future residents of the proposed housing development and/or the surrounding neighborhood, are encouraged.

Financial Terms and Assumptions

A. Terms

Proposals will be evaluated on a variety of financial factors including the viability of the proposal financing structure, desirability of the public benefits of the proposed development, and financial feasibility to the City. The proposed sale price for homeownership proposals or rent levels for rental proposals shall be included in the proposal along with a development budget, Sources & Uses Schedule, and 20-year financial pro forma. If any City funds or financial incentives are contemplated in the proposal's financing plan, the proposal shall indicate what type of City funding or incentives are contemplated, the amount to be requested, and proposed use. A timeline indicating when such funds would be required by the developer should also be included in the proposal.

B. Assumptions

The following assumptions should be used when preparing the development budget and 20-year pro forma unless alternative funding sources are subject to different or more restrictive terms.

- Contingencies: Use at least 5% for hard construction and soft costs.
- Leverage: It is anticipated that the selected developer will obtain the majority of financing for development of the project from non-City sources (leverage). The amount of leverage included in the proposed financing plan will be evaluated competitively against other proposals received, with proposals with higher leverage ratios evaluated favorably; and
- Federal requirements: If the proposed financing plan includes federal funding sources such as CDBG, or Housing Vouchers, include costs and time for compliance with all applicable federal requirements (Section 3, Davis Bacon, etc.) in the development's 20-year pro-forma and timeline.

Zoning and Land Use Requirements

The project site(s) are subject to the zoning provisions and the developer shall take full responsibility for any required rezoning. The City may consider being party to rezoning partitions. The City's municipal codes and Comprehensive Plan are available by contacting City Hall (online where?)

Other Legal Matters

The property disposition contemplated through subsequent agreements would not be a surplus property sale, but rather a city-sponsored development of a community housing development on City property. Any selected developer will be required to take full responsibility for the costs and execution of any activities needed to take possession of and develop the development site, which may need to be cleared of structures, vegetation, or other debris. The property will be offered "as is" to the selected developer, who may have full responsibility for completing/updating a survey, environmental review, site preparation, permits, environmental remediation, if needed, and any other predevelopment activity. Any property tax liability during the term of a ground lease or following developer's taking possession of the project site shall be the sole responsibility of the Developer.

4. EVALUATION AND SELECTION CRITERIA

Staff will evaluate proposals received by the submittal deadline. Based on the qualifications of the development proposals, types of proposed developments, and how well the proposals respond to the requested criteria, City staff will make recommendations to City Council for approval consideration.

5. SUBMITTAL REQUIREMENTS

RFP response packages be submitted via electronic drop box and must include a cover letter with a signature from a principal or executive director of development entity.

PLEASE NOTE: *The City may, at its sole discretion, request that proposers modify or supplement their proposal with additional information following initial submittal. The City reserves the right to reject any or all proposals submitted, to cancel this RFP, and/or to modify and reissue the RFP at any time.*

PUBLIC RECORDS: *Pursuant to the Kansas Open Records Act, all documents submitted in response to this RFP will be considered public records and will be made available to the public upon request.*

- 1. Statement of Interest:** Provide a statement of developer's interest in development of the site; highlights of the developer's qualifications; developer's understanding of the objectives of the RFP; and a brief description of development team. Please limit Statement of Interest to three pages.
- 2. Applicant Qualifications:** Provide an organizational chart describing the entities and key personnel on the team; resumes for lead personnel, and a brief description of similar projects completed by the team in the past fifteen years. Provide at least three letters of reference for each entity included on the development team from parties or agencies involved in the developments listed.
- 3. Project Description:** Provide a narrative description of the general development concept of the affordable/mixed income housing proposed development. The following should be provided as noted in Section 1 of this RFP, unit mix, target population, financing plan, etc. Also describe how the proposed concept addresses the City's affordable/mixed housing objectives. Renderings, site plan, elevations and other graphic portrayals of the proposed development are required.

Deadline to Submit: 12:00 P.M. on February 18, 2022.

Proposals received after this time will not be considered. Submit proposals to Mike Scanlon (mscanlon@osawatomieks.org) with a copy to Ed Beaudry (ebeaudry@osawatomieks.org) and Samantha Moon (smoon@osawatomieks.org).

6. CITY CONTACTS AND RESOURCES

For further information about this RFP, please contact Mike Scanlon, City Manager at mscanlon@osawatomieks.org.

For information regarding the City's development review procedures, zoning, and other Planning information relevant to the Project Site, contact Ed Beaudry, Director of Community Development at ebeaudry@osawatomieks.org.

7. DISCLOSURES AND CHANGES TO RFP PROCESS

All proposals will become the property of the City and may be reproduced in full or in part and/or published online and/or on paper for public review and will not be returned to the proposers. Proposals will be public records. Please do not submit any information that is confidential.

The City of Osawatomie reserves the right to request additional information from applicants, reject all submittals, waive any irregularities in the submittal requirements, or cancel, suspend, or amend the provisions of this RFP at any time. If such an action occurs, the City will notify all applicants, and any other parties requesting such notice, by posting updates online at www.osawatomieks.org.

8. CITY PROPERTIES UNDER CONSIDERATION FOR COMMUNITY HOUSING PROJECTS:

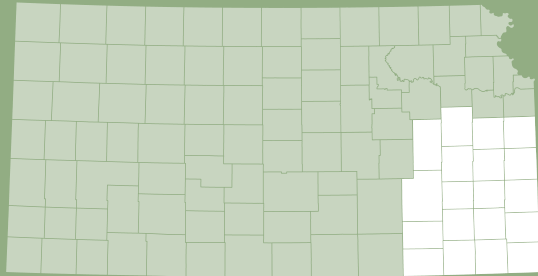
No.	Location	Parcel ID	Acreage	Map ID
1				Attachment A
2				Attachment B
3				Attachment C
4				Attachment D
5				Attachment E
6				Attachment F

TO BE COMPLETED PRIOR TO POSTING

9. Request for Proposals Schedule

Activity	Scheduled Date
Post RFP	January 14, 2022
Proposal Submission Deadline	February 18, 2022
Staff Review	February 19 – March 4, 2022
Staff Recommendation	March 4 – March 10, 2022
City Council Consideration	March 11, 2022
Notification of Preferred Proposals	March 12, 2022
Finalization of Development Agreements	March 13 – April 8, 2022
Development Agreement Considerations / Approvals	City Council Dates April 14, April 28, May 12, May 26

Southeast Regional Themes



SOUTHEAST

- Some competition with markets in Oklahoma and Missouri.
- An older housing stock and gap in housing value to new construction.
- Mis-match between wages and housing costs.
- Lack of modern rental options.

Counties

Metropolitan

- Linn
- Miami
- Osage

Micro-politan

- Crawford
- Franklin
- Labette
- Lyon
- Montgomery

Rural

- Allen
- Anderson
- Bourbon
- Chautauqua
- Cherokee
- Coffey
- Elk
- Greenwood
- Neosho
- Wilson
- Woodson

A population profile of the Southeast Region

	SOUTHEAST REGION	AVE. GROWTH RATE SINCE 2010	STATE OF KANSAS	AVE. GROWTH RATE SINCE 2010
2020 Population	310,330	-0.4%	2,937,880	0.3%
Metro Counties	59,548	0.1%	204,5874	0.6%
Micro Counties	148,817	-0.5%	507,576	-0.3%
Rural Counties	101,965	-0.7%	384,430	-0.6%
2020 Minority Population	44,798	4.7%	715,418	4.5%
2019 55+ Population Percent*	32.3%	1.0%	28.2%	1.7%

Source: U.S. Census Bureau; American Community Survey (5-Year Estimates); *2020 age data not available at the time of this study

A household profile of the Southeast Region

	SOUTHEAST REGION	2010-2019 % POINT CHANGE	STATE OF KANSAS	2010-2019 % CHANGE
2019 Median Household Income Range	\$38,750 - \$71,995	-	\$62,087	24.1%
2019 % Owner Occupied	70.1%	-3.1%	66.3%	-2.2%
2019 Percent Homeowners 65+	33.0%	+4.9%	29.6%	+5.1%
2019 % Cost Burdened Owners	22.6%	-3.2%	25.0%	-0.4%
2019 % Renter Occupied	29.9%	+3.1%	33.8%	+3.2%
2019 % Cost Burdened Renters	40.0%	-0.01%	40.3%	-0.4%

Source: American Community Survey (5-Year Estimates)

A housing stock profile of the Southeast Region

	SOUTHEAST REGION	STATE OF KANSAS
2019 Median House Value Range	\$49,500 - \$201,400	\$151,900
2019 Median Gross Rent Range	\$495 - \$827	\$862
Average Year Built of Residential*	1948	1949
Average Year Built of Multi-Family*	1969	1970
Percent Homes Poor Condition	9.0%	8.0%

Source: American Community Survey (5-Year Estimates); *Kansas Department of Revenue, Property Valuation Division

Housing Opportunities & Challenges for the Southeast Region

Housing Values

Counties in the southern portion of the region have some of the lowest home values in the state. It could be assumed that this makes the region very affordable and thus more appealing but it actually has the opposite effect. Low values make it challenging to build or rehabilitate housing due to lack of comparables.

Low Wages

The Southeast region has some of the lowest incomes in the state. This also hampers the ability to rehabilitate older housing and makes it challenging to support new construction.

Employment Opportunities

Many people and employers express the need for workers. A strong job market promotes growth through increased employment opportunities, increased property tax base, and generally stable wages. As seen since 2010, job opportunities do not guarantee population growth. If housing is unavailable or is low-quality, households will choose to live elsewhere. Housing is important to translate job opportunities with population growth.

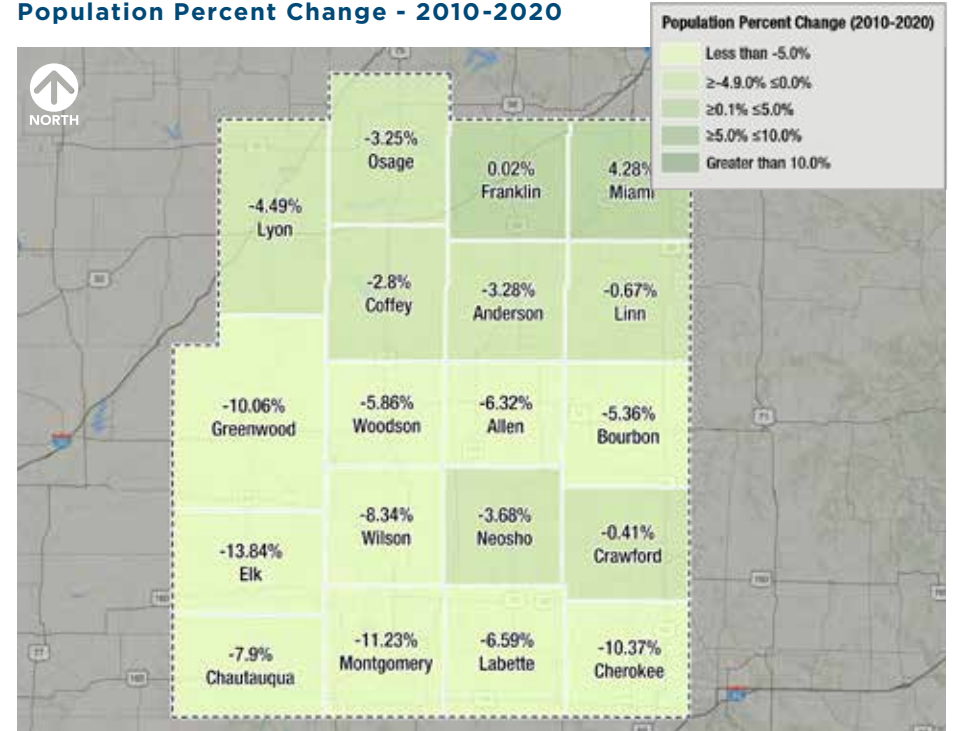
Missing Partnerships

Many in the region are missing the technical experience with developing and implementing housing programs. Some communities would like to start a housing program but do not know where to start. Some regional knowledge sharing or technical assistance could be enough to stimulate new housing programs in some communities.

Lack of Modern Rental Options

There are many employers with job opportunities. In many instances, existing employees in the region are commuting long distances from urban areas like Kansas City, Wichita, or Topeka. More modern rental options would entice some new employees to rent in the community first, and perhaps establish roots to purchase a home.

Population Percent Change - 2010-2020



Source: U.S. Census Bureau

Education Resources

The Southeast region has the resources to train and educate the next generation of workforce. However, expanding the building trades programs will be essential to constructing and rehabilitating housing.

Housing Demand

Housing demand is being driven by:

- A very strong job market in several of the counties. Employees to fill these jobs will need quality housing that meets their stage of life.
- The need to replace older units, especially rental units, that are no longer meeting residents' needs. This is especially true in the more rural counties.
- Greater housing diversity that meets the needs of an aging population.



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.J
	Date:	January 11, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 960 – Resolution adopting the “List of 55 Projects” for 2022.

RECOMMENDATION: Approve Resolution 960 adopting the “List of 55 Projects” for 2022 as presented by City Staff.

DETAILS: One of the most effective and easiest ways to manage the work of the City is to on an annual basis agree to the work that is currently underway or proposed to be undertaken by staff. This **List of 55** is only finalized after review by the City Council. City Staff will use this list to prioritize our work and make sure these 55 items get priority to other items that some people in the community might bring up or want us to consider. This **List of 55** also updates the community on items undertaken that they might not be aware of. In larger organizations, with much larger staffs these often appear as department workplans that are then “rolled-up” into organization workplans. We are using our **List of 55** as a simple planning and priority tool that. This is the beginning for what one day will become a more formalized and build-out workplan built our five community goals. **This is the beginning of organizational and community alignment.**

RESOLUTION NO. 960

**A RESOLUTION ADOPTING THE LIST OF 55 PROJECTS
FOR 2022 AS PRESENTED BY CITY STAFF.**

WHEREAS, the City of Osawatomie, Kansas, has established five goals for the Community; and

WHEREAS, the City on an annual basis adopts a Five-Year Financial Forecast and budget for the upcoming year; and

WHEREAS, through various Resolutions and Ordinances the City Council has undertaken to direct staff on the particular projects and they would like the city to undertake; and

WHEREAS, we have begun to align our forecast, budgets and projects to meet the Five (5) Big goals we have set as a community.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Osawatomie, Kansas, adopt the **List of 55 projects for 2022** and direct that on an annual basis we update and build off these lists.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

City of Osawatomie

List of 55 Projects for 2022

1. Selection of City Attorney / City Prosecutor
2. 2022 Tourism Committee Appointment and Events List
3. 2021 Audit
4. 2022 Budget Detail and Budget Book
5. 2023-2027 Five-Year Financial Forecast
6. 2023 Budget Development
7. June 2022 DH Reviews
8. December 2022 DH Reviews
9. Strategic Plan Adoption 2022 – 2026
10. 2022 DH / Supervisory Training Schedule
11. 2022 Appointed and Elected Officials Training
12. Building Codes 2018 Update (*Currently 2006*)
13. Comprehensive Plan Update
14. Sanitary Sewer Plant Repairs and Replacement
15. Water Plant Replacement and Funding (**Ongoing**)
16. Street Repair and Replacement (**Ongoing**)
17. Final phase of sewer line rehabilitation (I&I problem) (**Ongoing**)
18. Water Line Replacement and Funding (**Ongoing**)
19. Street Repair and Replacement Funding (**Ongoing**)
20. Sidewalk Repair and Replacement – Inventory (**Ongoing**)
21. Complete GIS for all Utilities, Streets and Sidewalks
22. Contract for Mowing of Public Parks, Spaces and Violations
23. Vehicle Inventory and 10-Year Replacement Schedule
24. Osawatomie Downtown Community Development Corporation (ODCDC)
25. Osawatomie Land Bank (OLB)
26. Masonic Lodge Redo (Possibilities – Library / Visitor Center / Coffee Shop)
27. 2022 Planning Sustainable Places Implementation Grant Application
28. Acquisition of Downtown Properties (500 / 510 / Stan Gray Conversion)
29. Downtown Vacant Property Investments (City-Owned – \$20,000)
30. Electric/Cable Utility Locations (Main Street Alleys – 3-year Plan)
31. Residential Development City-Owned Property RFPs
32. Install Mile Zero Bike Stand
33. Downtown Mural Installations (one funded / two with Hawkins Grant)
34. Osawatomie Downtown Merchants Association (ODMA)
35. Memorial Hall Repairs (Inventory and then phase over 2022-2023)
36. John Brown Cabin (Garage Conversion and Investments for Gift Shop)
37. Designation of the JB Cabin and Park as a National Historic Site (NHS) – Trip to Washington (Bret/Mike/Nick/Gordon) – March NLC
38. FM Radio – School / City – USDA Grant
39. Renovation and Repair Animal Shelter – USDA Grant
40. JBJ 2.0 Event (Carnival)

(OVER)

41. LOTL (Fireworks)
42. Freedom Festival (Reenactment)
43. Border War BBQ (Contest)
44. City Hall and facility clean out and archive
45. Solar Array Development and Construction (Evergy)
46. Power Purchase Agreement – State of Kansas
47. Annexation and Deannexation of parcels (Primarily Northland)
48. Northland Project 1 (Tract 2 - Janet (buffer south / west))
49. Northland Project 2 (Doug P / Other Uses)
50. OSH MB Trail / Jefferson Highway Connection
51. Valley Heights Project (Goffs)
52. Update Incentive Policy (Use Miami County Template)
53. All things ARPA (Dedicating future dollars to #15 thru #18)
54. Diesel generators need to be registered with SPP / Registered = Reliable
55. Conversion of Electric Grid to 12470/7200kW (3ph vs. 1ph)

===== 10 things that will come up (Emergency) =====

56. Water line breaks - lines > 6" (various)

57. Flooding (various)

58. _____
59. _____
60. _____
61. _____
62. _____
63. _____
64. _____
65. _____



City of Osawatomie

ACTION ITEM SUMMARY	Item Number:	10.K
	Date:	January 11, 2021
City Manager	From:	Mike Scanlon

RE: Resolution 961 – Resolution adopting a framework for the investment and revitalization of the Osawatomie Downtown District.

RECOMMENDATION: Approve Resolution 961 adopting a framework for the investment and revitalization of the Osawatomie Downtown District.

DETAILS: As we begin to work on the revitalization of the Downtown District it's important that we starting building a framework that guides our investments and investment goals. Resolution 961 is the start of that conversation and the initial framework that City Council and staff will follow.

RESOLUTION NO. 961

A RESOLUTION ADOPTING A FRAMEWORK FOR THE INVESTMENT AND REVITALIZATION OF THE DOWNTOWN DISTRICT.

WHEREAS, the City of Osawatomie, Kansas, has established five goals for the Community; and

WHEREAS, one of the goals “Promote Economic Development” relates to the revitalization of the Osawatomie Downtown District; and

WHEREAS, the city through the Mid-America Regional Council (MARC) Planning Sustainable Places program completed a planning study for the Osawatomie Downtown District, titled “OZCommons”; and

WHEREAS, upon completion of that study the City Council passed Resolution 936 Which outlined broad steps the City should undertake to bring more people into the community to increase our “pull factor”; and

WHEREAS, included in Resolution 936 was a rethinking of downtown based on the OzCommons study that recasts the downtown district as an “Event and Community Gathering Space;” and

WHEREAS, Resolution 936 contemplates a strategic development plan based on the OZCommons Final Plan Recommendations; and

WHEREAS, because of the age and failure of building in the Downtown District the City is going to be required to invest in buildings and property to assist community organizations, current businesses and property owners and potential businesses and property owners in the revitalization of the Downtown District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Osawatomie, Kansas, in consultation with the staff have arrived at the following framework that will guide the City’s involvement in the revitalization of the Downtown District:

Property Acquisition and Ownership	<ol style="list-style-type: none">1. The City will in the initial phases of revitalization (2022) take ownership of properties that need to be removed or salvaged and held for future use. The goal of every acquisition is to convert the property into uses that increase the number of people that visit the Osawatomie Downtown District.2. The City will initiate and complete the formation of a Land Bank to serve as a clearing house for properties that the City and other organizations acquire on the City’s behalf.3. The City will develop a disposition (sales) process that mirrors the goals of the city and is transparent to the public.
Business Ownership	<ol style="list-style-type: none">1. The City will work with the Chamber of Commerce to increase business ownership and investment in the Downtown District.2. The City will work with any future downtown organizations to put together an incentive package to help spur and support business investment. Examples:

	Waiver of tap fees, connection fees, utility fees and building permits.
Community Events	<ol style="list-style-type: none"> 1. Through the Tourism Committee the City will encourage and promote a connection between the four (4) Signature Events adopted by the City Council and the Osawatomie Downtown District. The goal is to leverage the investment the city makes in the event and community gathering spaces. 2. The City will encourage restaurants to partner for four (4) Friday night Main Street closings that will promote our local restaurants.
Community Investments	<ol style="list-style-type: none"> 1. The City working with the OZCommons Planning Committee, downtown property owners and business owners will make strategic investments in vacant spaces, building store fronts, sidewalks, kiosks, bike stands, EV parking and any amenities that promote visitors and tourism into our Downtown District.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas this 13th day of January, 2022, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Nick Hampson, Mayor

(SEAL)

ATTEST:

Tammy Seamands, City Clerk

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: OCTOBER 31ST, 2021

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	427,697.36	3,251,440.32	2,871,232.90	807,904.78	0.00	(127,413.94)	680,490.84
02 -WATER	155,510.83	866,234.40	1,000,127.23	21,618.00	0.00	(12,550.58)	9,067.42
03 -ELECTRIC	552,909.21	4,381,756.32	4,189,591.09	745,074.44	0.00	(98,121.51)	646,952.93
04 -SEWER	220,062.38	804,889.59	785,863.60	239,088.37	0.00	(486.56)	238,601.81
05 -REFUSE	1,764.06	349,977.66	283,016.68	68,725.04	0.00	0.00	68,725.04
06 -LIBRARY	116,057.48	12,626.32	15,077.93	113,605.87	0.00	0.07	113,605.94
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	7,150.06	(7,150.06)	0.00	0.00	(7,150.06)
09 -INDUSTRIAL PROMOTION	37,567.93	42,723.46	67,303.09	12,988.30	0.00	(2,519.07)	10,469.23
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	43,572.96	3,903.63	56,161.96	(8,685.37)	0.00	0.00	(8,685.37)
12 -STREET IMPROVEMENTS	113,968.75	128,575.12	130,484.89	112,058.98	0.00	(95.68)	111,963.30
13 -TOURISM	76,843.69	69,072.82	83,472.95	62,443.56	0.00	(1,072.00)	61,371.56
14 -PUBLIC SAFETY EQUIPMENT	33,085.84	73,954.24	128,619.33	(21,579.25)	0.00	0.00	(21,579.25)
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	93,576.98	389,657.08	352,879.90	130,354.16	0.00	(764.86)	129,589.30
21 -CIP - GENERAL	243,193.19	71,750.00	144,662.84	170,280.35	0.00	0.00	170,280.35
22 -CIP -WATER	108,257.19	57,500.00	825.00	164,932.19	0.00	0.00	164,932.19
23 -CIP - ELECTRIC	78,912.69	2.17	17,785.00	61,129.86	0.00	0.00	61,129.86
24 -CIP - SEWER	177,489.92	222,010.00	211,737.06	187,762.86	0.00	(6,510.00)	181,252.86
25 -CIP - STREET PROJECT	167,451.06	100,000.00	43,654.30	223,796.76	0.00	0.00	223,796.76
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	86,724.42	26,812.00	112,468.92	1,067.50	0.00	(1,067.50)	0.00
31 -EMPLOYEE BENEFITS	260,395.43	685,350.79	270,747.91	674,998.31	0.00	42,380.66	717,378.97
32 -CAFETERIA 125	91,470.13	13,378.10	16,196.67	88,651.56	0.00	0.00	88,651.56
35 -TECHNOLOGY FUND - CIP	31,169.78	56,929.13	68,163.37	19,935.54	0.00	(357.00)	19,578.54
41 -BOND & INTEREST	171,563.65	767,976.05	780,135.00	159,404.70	0.00	0.00	159,404.70
43 -ELECTRIC DEBT SERVICE	149,987.22	368,840.33	435,352.50	83,475.05	0.00	0.00	83,475.05
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	15,028.54	27,991.54	15,645.00	27,375.08	0.00	0.00	27,375.08
53 -FORFEITURES	20,610.54	11,856.22	0.00	32,466.76	0.00	0.00	32,466.76
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.00	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
58 -MAYOR'S CHRISTMAS TREE FU	1,230.01	2,000.00	750.00	2,480.01	0.00	0.00	2,480.01
93 -CREDIT CARD CLEARING FUND	0.00	9,472.72	0.00	9,472.72	0.00	0.00	9,472.72
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,509,856.23	12,814,680.01	12,089,105.18	4,235,431.06	0.00	(208,577.97)	4,026,853.09
	=====	=====	=====	=====	=====	=====	=====

*** END OF REPORT ***

CITY OF OSAWATOMIE
YTD TREASURERS REPORT
AS OF: NOVEMBER 30TH, 2021

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES W/ACCRUAL	Y-T-D EXPENSES W/ACCRUAL	ACCRUAL ENDING CASH BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ENDING CASH BALANCE
01 -GENERAL OPERATING	427,697.36	3,351,784.16	3,243,536.09	535,945.43	0.00	(37,263.17)	498,682.26
02 -WATER	155,510.83	953,156.07	1,048,592.56	60,074.34	0.00	(12,604.43)	47,469.91
03 -ELECTRIC	552,909.21	4,704,060.08	4,422,262.20	834,707.09	0.00	(103,034.16)	731,672.93
04 -SEWER	220,062.38	887,191.83	814,992.05	292,262.16	0.00	(486.56)	291,775.60
05 -REFUSE	1,764.06	350,112.66	313,898.89	37,977.83	0.00	0.00	37,977.83
06 -LIBRARY	116,057.48	12,886.82	15,354.34	113,589.96	0.00	0.07	113,590.03
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	9,380.08	(9,380.08)	0.00	0.00	(9,380.08)
09 -INDUSTRIAL PROMOTION	37,567.93	42,723.46	68,266.49	12,024.90	0.00	(2,519.07)	9,505.83
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	43,572.96	3,903.63	56,161.96	(8,685.37)	0.00	0.00	(8,685.37)
12 -STREET IMPROVEMENTS	113,968.75	128,575.12	132,515.69	110,028.18	0.00	(788.80)	109,239.38
13 -TOURISM	76,843.69	68,467.82	92,481.32	52,830.19	0.00	(1,072.00)	51,758.19
14 -PUBLIC SAFETY EQUIPMENT	33,085.84	73,954.24	147,507.98	(40,467.90)	0.00	0.00	(40,467.90)
15 -SPECIAL 911 REVENUE	9,897.41	0.00	0.00	9,897.41	0.00	0.00	9,897.41
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	93,576.98	406,037.19	383,710.61	115,903.56	0.00	(552.73)	115,350.83
21 -CIP - GENERAL	243,193.19	71,750.00	144,662.84	170,280.35	0.00	0.00	170,280.35
22 -CIP -WATER	108,257.19	57,500.00	825.00	164,932.19	0.00	0.00	164,932.19
23 -CIP - ELECTRIC	78,912.69	2.17	17,785.00	61,129.86	0.00	0.00	61,129.86
24 -CIP - SEWER	177,489.92	222,010.00	223,737.06	175,762.86	0.00	(6,510.00)	169,252.86
25 -CIP - STREET PROJECT	167,451.06	100,000.00	43,654.30	223,796.76	0.00	0.00	223,796.76
27 -CIP - GRANTS	3,556.79	0.00	0.00	3,556.79	0.00	0.00	3,556.79
29 -CIP - SPECIAL PROJECTS	86,724.42	26,812.00	112,468.92	1,067.50	0.00	(1,067.50)	0.00
31 -EMPLOYEE BENEFITS	260,395.43	685,350.79	272,072.54	673,673.68	0.00	37,988.31	711,661.99
32 -CAFETERIA 125	91,470.13	13,378.10	17,486.83	87,361.40	0.00	0.00	87,361.40
35 -TECHNOLOGY FUND - CIP	31,169.78	56,929.13	68,163.37	19,935.54	0.00	(357.00)	19,578.54
41 -BOND & INTEREST	171,563.65	767,976.05	780,135.00	159,404.70	0.00	0.00	159,404.70
43 -ELECTRIC DEBT SERVICE	149,987.22	409,420.17	435,352.50	124,054.89	0.00	0.00	124,054.89
51 -COURT ADSAP	7,401.00	0.00	0.00	7,401.00	0.00	0.00	7,401.00
52 -COURT BONDS	15,028.54	32,341.54	19,515.00	27,855.08	0.00	0.00	27,855.08
53 -FORFEITURES	20,610.54	11,856.22	6,000.00	26,466.76	0.00	0.00	26,466.76
54 -EVIDENCE LIABILITY	12,899.79	0.00	0.00	12,899.79	0.00	0.00	12,899.79
57 -FIRE INSURANCE PROCEEDS	0.00	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00
58 -MAYOR'S CHRISTMAS TREE FU	1,230.01	2,000.00	750.00	2,480.01	0.00	0.00	2,480.01
93 -CREDIT CARD CLEARING FUND	0.00	11,705.45	0.00	11,705.45	0.00	0.00	11,705.45
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,509,856.23	13,469,884.70	12,891,268.62	4,088,472.31	0.00	(128,267.04)	3,960,205.27
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