

OSAWATOMIE CITY COUNCIL  
AGENDA

January 27, 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 27, 2022 Agenda
  - B. Meeting Minutes
    - January 13th, 2022
  - C. Council Report 2021-12
6. Comments from the Public

*Citizen participation will be limited to 5 minutes. Stand & be recognized by the Mayor.*
7. Public Hearing
8. Presentations, Proclamations, and Appointments
  - A. Presentation by Every Kansas Central, Inc. 3MW Solar Development on Northland Parcel Presentation
  - B. KMEA Board Appointments
  - C. Public Library Board of Directors - Kathryn Struckhoff
9. Unfinished Business
  - A. Resolution 952 – Consideration of Solar Development Agreement (Glendening)
  - B. Resolution 945 – Reestablishing the Tourism Committee (Scanlon)
  - C. Resolution 963 – Authorize 2022/2023 Street Project Design Agreement (Glendening)
  - D. Resolution 916 – Accepting City of Osawatomie Branding Logo (Moon/Scanlon)
10. New Business
  - A. Resolution 962 – 2018 IBC, Code Adoption Bid (Ed Beaudry)
11. Council Report
12. Mayor's Report
13. City Manager & Staff Report
14. Adjourn

*NEXT REGULAR MEETING – FEBRUARY 10, 2022*

Osawatomie, Kansas. **January 13, 2022.** The Council Meeting was held at the Memorial Hall located at 411 11<sup>th</sup> 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: Philip Coffelt, Jolene Coffelt, Angela Hampson, Craig Filipin, Dale Bratton, Brian Love, Tammy Filipin, Doug Carder, Dale Koontz, Donna Koontz, Mitch Walter, Matt Long, Tamara Maichel, Derek Henness, Joe File and John Wastlund.

**INVOCATION.** –Pastor John Wastlund – Well Wesleyan

**CONSENT AGENDA.** Approval of January 13<sup>th</sup> Agenda, December 9<sup>th</sup> Council Minutes, December 30<sup>th</sup> Council Minutes, Pay Application – Western Consultants - \$3,514.00 – WWTP Improvements, Pay Application – BG Consultants - \$17,400.00 – WWTP Improvements, Pay Application – BG Consultants - \$2,090.00 – Wastewater Collection System, 2021-11 Council Report. **Motion** made by Dickinson, seconded by Hampson to approve the consent agenda as presented. Yeas: All.

**COMMENTS FROM THE PUBLIC.** - None.

**PUBLIC HEARINGS.** – None.

**PRESENTATIONS, PROCLAMATIONS AND APPOINTMENTS.**

**OATH OF OFFICE – NICK HAMPSON, MAYOR** – was given the oath of office by City Clerk Tammy Seamands. Hampson then took his seat as Mayor at the council table.

**OATH OF OFFICE – KENNY DIEHM, KIRK WRIGHT, DALE BRATTON AND TAMMY FILIPIN.** – was given the oath of office by City Clerk Tammy Seamands. Diehm, Wright, Bratton and Filipin then took their seats at the council table.

**LEEVE CERTIFICATION STATUS UPDATE** – Joe File with Wood Environment & Infrastructure Solutions, Inc. gave an overview of what a levee certification is, why we have to do it and why the process has taken so long. Within a couple of weeks, Wood Environment will submit a signed sealed levee certification document to FEMA that certifies that all of the criteria for certifying the levee have been met. They expect it will then take about two months to receive the levee certification from FEMA.

**UNFINISHED BUSINESS.**

**RESOLUTION 956 – ADOPTION OF LEEVE EPP AND EVACUATION MAPS** – This Emergency Preparedness Plan is a new requirement from FEMA. It details all of the critical parties that needs to be notified, notifications that need to be sent to public at various times during a flood event and outlines the evacuation routes for people. This will be included in the final certification

packet that Wood Environment will submit to FEMA. **Motion** made by LaDuex, seconded by Caldwell to approve Resolution 956 – Adopting the Osawatomie Levee Emergency Preparedness Plan and evacuation maps for levee certification with the federal emergency management agency as presented. Yeas: All.

RESOLUTION 941 – CONSIDERATION OF WATER STUDY RECOMMENDATION –The water study 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 presented it at the December 9, 2021 council meeting for council review. **Motion** made by Macek, seconded by Bratton to approve Resolution 941 – Accepting the recommendations of the Water Study Committee as presented. Yeas: All.

RESOLUTION 946 – ANNUAL REVIEW OF THE CITY COUNCIL POLICIES 101-109 – Council policies are reviewed at the end of every calendar year so that City Council has an annual opportunity to review, amend, or rescind previously passed policies. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 946 – Relating to the review and acceptance of the City Council Policies 101 through 109 as presented. Yeas: All.

#### **NEW BUSINESS.**

RESOLUTION 951 – CONTRACT MOWING OF CITY MAINTAINED PROPERTY – Contracting out the mowing of city properties will save the city at a minimum, \$130,000 a year and free up time to focus on our streets and our utilities. The only properties that we are not contracting out is the Osawatomie Golf Course and the levees. With the passage of this resolution, it will change our personnel counts in public works. We will have fewer summer part-time positions and other positions will be eliminated with one absorbed. The goal is to see how well this works, assess the performance, create as much efficiency as we can and lessen what the taxpayer is paying for this service. **Motion** made by LaDuex, seconded by Filipin to approve Resolution 951 – Directing the city manager to enter into a contract for mowing services with the Ground Guys for city owned and maintained properties as presented. Yeas: All.

RESOLUTION 952 –BACKWASH PUMP & TURBIDIMETERS FOR WATER TREATMENT PLANT– 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. A new pump can be salvaged for incorporation into the new water treatment plant or utilized as a backup at the new plant. The turbidimeters 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. **Motion** made by Macek, seconded by Bratton to approve Resolution 952 – Authorizing the lease/purchase of a new backwash pump from JCI in the amount of \$71,635.00 and turbidimeters from R.E. Pedrotti Company, Inc. in the amount of \$19,625.00 for the water treatment plant as presented Yeas: All.

RESOLUTION 953 – FIRST CONSIDERATION OF SOLAR DEVELOPMENT AGREEMENT – City Staff has been operating under the MOU approved by the city council back in October 2021. Staff has 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. Every. This resolution will be brought back at the January 27<sup>th</sup> council meeting.

**RESOLUTION 954 – AUTHORIZE PUB WORKS FOR ENTERPRISE MANAGEMENT SOFTWARE.** – 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. **Motion** made by LaDuex, seconded by Wright to approve Resolution 954 – authorizing the city to subscribe to Pubworks for its enterprise/asset management software as presented. Yeas: All.

**ORDINANCE 3807 – RENEWAL OF KANSAS GAS SERVICE FRANCHISE AGREEMENT** – 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. Motion made by Caldwell, seconded by Filipin to approve Ordinance 3807 – granting to Kansas Gas Service, A Division of One Gas, Inc., and its successors and assigns, a natural gas franchise, 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 as presented. Yeas: All.

**RESOLUTION 955 – MUNICIPAL INVESTMENT POOL.** 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. This resolution updates the authorized users on these accounts. **Motion** made by Macek, seconded by Caldwell to approve Resolution 955 – 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 as presented. Yeas: All.

**RESOLUTION 957 – CAPITAL IMPROVEMENT PLAN AUTHORIZATION–** Mitch Walter with Gilmore and Bell discussed the CIP street projects and emergency radio equipment



that will be included in the bond issuance. Also included in the bond issuance is a sewer project loan with KDHE that will be refinanced. **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 957 – 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 as presented. Yeas: All.

RESOLUTION 958 – PUBLIC OFFERING – GO BONDS SERIES 2022A-PAVING THE WAY – **Motion** made by Dickinson, seconded by Diehm to approve Resolution 958 – Authorizing the offering for sale of general obligation bonds, series 2022A, of the City of Osawatomie, Kansas as presented. Yeas: All.

RESOLUTION 959 – DIRECTING STAFF TO POST RFP FOR THE DEVELOPMENT OF COMMUNITY HOUSING ON CITY OWNED PARCELS – This is the first step in our mission to achieve the goal of “Creating and building housing of all types” in our community. It is anticipated that the larger parcels will need to be incentivized using Rural Housing Investment Districts (RHIDs). **Motion** made by LaDuex, seconded by Dickinson to approve Resolution 959 – Directing staff to post a request for proposals (RFP) for the development of community housing on City-Owned Parcels as presented. Yeas: All.

RESOLUTION 960 – ADOPTING THE LIST OF 55 PROJECTS FOR 2022 – 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 also updates the community on items undertaken that they might not be aware of. **Motion** made by Bratton, seconded by Dickinson to approve Resolution 960 – Adopting the list of 55 projects for 2022 as presented by city staff as presented. Yeas: All.

RESOLUTION 961– FRAMEWORK FOR INVESTMENT – OSAWATOMIE DOWNTOWN DISTRICT – As we begin to work on the revitalization of the Downtown District, it’s important that we start building a framework that guides our investments and investment goals. Resolution 961 is the start of that conservation and the initial framework that City Council and staff will follow. **Motion** made by LaDuex, seconded by Caldwell to approve Resolution 961 – Adopting a framework for the investment and revitalization of the downtown district as presented. Yeas: All.

**COUNCIL REPORTS.** – None.

**MAYOR’S REPORT** – Thank you to the City Council for hanging in there tonight. There were a lot of items and a lot of information. Thank you to Mr. Glendenning. He was like the energizer bunny tonight. He kept going and going and I don’t think his batteries ever wore down. Thank you to Terry and the water crew for all their work on getting the line ran to the middle school. They are not done yet but they are making progress. Thank you to the police chief for the new reports he’s been putting out this year. It’s nice to know what our Police Department is doing to keep the community safe. Mike, Bret and I have been invited to a meeting next Wednesday of Mayor and Managers with the Miami County Commission – it appears there’s more ARPA money to distribute and they want to get our take on it. I want to also thank you all for your support tonight

and helping me make the transition to Mayor. I love this community and I love working with all of you. We have a long project list and I can't wait to get working on it.

**CITY MANAGER & STAFF REPORTS.** – Scanlon passed out the roadmap for creating good public policy. He reminded council how and why we do resolutions. Resolutions leave bread crumbs so that future generation can get an insight into why and how we established priorities. Scanlon passed out a housing study that was done by the state. It is more of an implementation study that talks about things the communities should be doing to help. Local Government Day is the 26<sup>th</sup>. Bret, Sam, Tammy and myself will be going to Topeka to meet our representatives if you would like to join us. We will be ordering Chromebooks for council to use so that we can move to an electronic format to save on printing. The first week of February we will have headshots taken of the City Council by the Goff's.

**EXECUTIVE SESSION.** - None

**OTHER DISCUSSION/MOTIONS.**

**Motion** made by Filipin, seconded by Dickinson to adjourn. Yeas: All. The mayor declared the meeting adjourned at 8:44 p.m.

/s/ Tammy Seamands  
Tammy Seamands, City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL OPERATING	PETTY CASH	DEPOSIT RETURN	100.00
			RENT RETURN	5.00
			DEPOSIT RETURN	30.00
			RENT RETURN	25.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			DEPOSIT RETURN	100.00
			OSAWATOMIE GOLF COURSE	162.00
			CITY MANAGER DEC MEMBERSHI	108.00-
			JUNE 2021 - DUPLICATE PAYM	108.00-
			AUGUST 2021 - DUPLICATE PA	<u>108.00-</u>
			TOTAL:	906.00
ADMINISTRATION	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITIY BILLS	1.50
			UTILITIY BILLS	774.98
			UTILITIES - DECEMBER 2021	1.50
			UTILITIES - DECEMBER 2021	19.57
			UTILITIES - DECEMBER 2021	846.09
			FIRST OPTION BANK	119.00
			AMAZON PRIME MEMBERSHIP	75.00
			FUNERAL FLOWERS	26.99
			BATTERIES	118.54
			HOTEL - SEAMANDS	356.16
			CITY MAP SERVICE AWARDS	33.00
			GIFTS FOR MAYOR	114.95
			LITHIUM BATTERY PACKS	12.34
			VACUUM FILTER KIT	19.94
			DOUBLE SIDED CARPET TAPE	215.98
			HOTEL - GLENDENING	75.00
			SEAMANDS - MEMBERSHIP DUES	12.00
			CALENDARS FOR CITY HALL	11.94
			PAINTR TOUCH BLACK SPRAY	8.75
			FAMILY CENTER FARM & HOME	857.73
			KANSAS EMPLOYMENT SECURITY FUN	
			KANSAS GAS SERVICE	
			GAS SERVICES	
			KS STATE SURPLUS PROPERTY	1,350.00
			SMARTBOARD - WHITBOARD	
			LEAGUE OF KS MUNICIPALITIES	275.00
			LEAGUE FULL CONFERENCE	
			2021 LEGISLATIVE DINNER	68.00
			SERVICE GIFT AWARDS	194.25
			GOVERNING BODY HANDBOOKS	86.00
			CITY ATTORNEY CLASSIFIED A	200.00
			POSTMASTER	210.00
			PO BOX RENTAL	
			WAL-MART CAPITAL ONE	44.22
			CANDY	
			CHRISTMAS FESTIVAL PRIZES	1,801.36
			BATTERIES FOR SUPPLY CLOSE	67.85
			QUILL CORPORATION	
			KLEENEX & 1099'S	19.91
			KLEENEX & 1099'S	26.08
			1099'S	23.23
			PAPER, FILE FOLDERS, POST	35.71
			DK CALEND. TISSUE, CLOROX	16.47
			DK CALEND. TISSUE, CLOROX	91.23
			MISCELLANEOUS OZ CREEK	1,180.00
			OZ CREEK:EMPLOYEE DINNER	
			BIERMAN'S CHRISTMAS TR	750.00
			BIERMAN'S CHRISTMAS TREE:	
			MCLERAN'S SWEET TREATS	92.00
			COUNCIL COOKIES & CUPCAKES	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	105.00
		NPG NEWSPAPERS INC	CHRISTMAS DRAWINGS /ADSVER	240.00
			BLACK FRIDAY/PRINT & DELIV	1,222.25
			CL LEGAL ADV ORDIN. HEARIN	844.03
			LEGAL ORDIANCES	82.68
			CHRISTMAS HOMES, DRAWINGS	379.00
		PITNEY BOWES INC.	POSTAGE METER LEASE	189.50
		TALLEY, DEBBIE	DECEMBER 2021 - CUSTODIAN	375.00
		WASTE MANAGEMENT	CITY REFUSE SERVICE	17.80
		PALACE HARDWARE	DOOR PARTS	1.12
		CCMFOA OF KANSAS	T SEAMANDS MEMBERSHIP	75.00
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	5,105.16
			DEC 2021 - HUMANA	226.16
			DEC 2021 - HUMANA	55.48
			DEC 2021 - HUMANA	37.28
		KASPER AUTO PARTS	CANISTER PURGE VALVE	32.54
		KPERS	KPERS	1,753.89
			KPERS	1,772.57
			KPERS	1,751.39
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	290.40
			ICMA - 12/17/21 PAYROLL	255.95
			ICMA	288.71
		EFTPS	DECEMBER PAYROLL TAXES	4,587.54
		CENTURYLINK	TELEPHONE SERVICES	0.11
		GOVEA, MARK	HOTEL REIMBURSEMENT	117.97
		WINGERT SIGN COMPANY LLC	DEC 2021 - CITY ATTORNEY	548.72
			CORRECTION - WRONG VENDOR	548.72-
		PETTY CASH	BANK FEES JULY	5.56
			BANK FEES AUGUST	6.29
			BANK FEES - SEPTEMBER	5.97
			POSTAGE	1.74
			POSTAGE	3.10
			BANK FEES - OCTOBER	5.26
			BANK FEES - NOVEMBER	5.58
		REDISHRED KANSAS INC.	SHREDDING SERVICES	30.90
		WETZLER, RICHARD S	CITY ATTORNEY - 11/30	536.22
			12/2021 - CITY ATTORNEY	548.72
		EVERGY	UTILITY SERVICES	18.14
		SEAMANDS, TAMMY	MILEAGE FOR TRAINING	179.80
		PAYCHEX	PAYROLL SERVICES	473.59
			PAYROLL SERVICES	507.94
			PAYROLL SERVICES	218.40
			PAYROLL SERVICES	468.68
		MOON, SAMANTHA	COUNCIL RECEPTION SUPPLIES	43.70
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	CHILI FEED SUPPLIES	26.48
			CHILI FEED SUPPLIES	64.98
			HOLIDAY PARTY 2021	926.76
		HITOMI'S LITTLE FLOWER SHOP LLC	SYMPATHY ARRANGEMENTS	155.50
		LATHROP GPM	R. ESTATE DEV. COUNSEL	1,557.50
			REAL ESTATE DEVEL COUNCIL	1,557.50
		HANYSAK, SHAY	DOWNTOWN REDEVELOPMENT	400.00
			TOTAL:	37,787.11
CODES ENFORCEMENT	GENERAL OPERATING	FIRST PLACE TROPHIES LARRY E. HOOVE	NAME PLATES FOR COUNCIL	45.00
		FAMILY CENTER FARM & HOME	GLOVE-M INS SUEDE KNIT CUF	18.99
			PAINTR TOUCH 2X BRILIANT B	11.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		BEACHNER GRAIN INC	BENTONITE	25.50
		OSAWATOMIE PET CLINIC	EXAM & BOARD	100.00
			EXAM & MEDS	166.09
		RURAL WATER DIST. #1	RURAL WATER	18.05
			RURAL WATER	18.00
			RURAL WATER	18.00
			RURAL WATER	52.42
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	58.00
		PAT'S SIGNS	TENENT MAGNETS	645.00
		QUILL CORPORATION	DK CALEND. TISSUE, CLOROX	18.12
		WICHITA STATE UNIVERSITY	MASTER MUNICPAL CLERKS ACA	305.00
		BRADLEY AIR CONDITIONING & HEATING	REPLACED THERMOSTAT	189.30
		WEX BANK	FUEL	499.90
			FUEL	459.71
		DREXEL TECHNOLOGIES INC	CAT LINE DRAWINGS	145.60
			LINE DRAWINGS	152.85
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	2,365.28
			DEC 2021 - HUMANA	98.32
			DEC 2021 - HUMANA	26.08
			DEC 2021 - HUMANA	18.64
		KASPER AUTO PARTS	ALTERNATOR - CORE DEPOSIT	437.45
			SPARK PLUG	38.10
		KPERS	AFTER RETIREMENTS	489.60
			AFTER RETIREMENT	489.61
			KPERS	505.84
			KPERS	656.61
			KPERS	530.02
			AFTER RETIREMENT	495.72
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	37.29
			ICMA - 12/17/21 PAYROLL	74.48
			ICMA	36.98
		EFTPS	DECEMBER PAYROLL TAXES	1,750.47
		PETTY CASH	DONUTS FOR TRAINING	39.29
			DONUTS FOR TRAINING	39.29
		EVERGY	UTILITY SERVICES	448.99
		COMMERCIAL CAPITAL LEASING, LLC	LEASE OF HP DESIGNJET	195.00
			HP DESIGNJET LEASE	214.50
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	CONTRACTORS CLASS SUPPLIES	81.92
			CONTACTORS CLASS	39.08
			TOTAL:	12,056.03
POLICE	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY - PD	145.95
		CITY OF OSAWATOMIE	UTILITIY BILLS	695.26
			UTILITIES - DECEMBER 2021	626.47
		O'REILLY AUTO PARTS	CANSTR SOL & VAPR CAN VLV	105.65
		FIRST OPTION BANK	COLORLED PRINTER PAPER	22.48
			MEMBERSHIP DUES	50.00
			BODY CAM CARTRIDGES	546.80
			BODY CAM CARTRIDGES	104.35
			UNIFORM TAPE	13.98
			NECKCHAIN, WHISTLE, PEERLE	145.08
			NPOLICE DOG UNIFORM	124.00
			CHROME CHAINS, PATCHES	32.48
			SHARPIES	80.94
			WIRE CENTER ROPE FOR FLAG	30.98
			WIDUSTER HOOKS TISSUES SWI	171.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			LITHIUM BATTERIES	41.30
			EVIDENCE BAGS	424.55
			HOTEL - JOHNSON	417.08
			CHRISTMAS DECOR	42.48
			SOAP	11.28
			POSTAGE	21.12
			AGENCY SUBSCRIPTION	169.00
			AMMO	129.99
			IRIS USA AIRTIGHT PET STOR	73.98
			FLAG ROPE	15.99
			SPIRAL STENO PADS	17.77
			THUMB DRIVES	120.95
			HOTEL - GAZZANO	176.30
			HOTEL SALES TAX REIMBURSEM	16.20-
		FAMILY CENTER FARM & HOME	NUTS, BOLTS, MISC HARDWARE	10.30
			PRO PLAN SPORT DOG FOOD	54.99
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	30.21
		KANSAS GAS SERVICE	GAS SERVICES	46.69
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	233.24
		LOUISBURG FORD SALES INC.	LAMP ASY & BRACKETS	823.06
			CORE RETURN	80.00-
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	233.00
		SUDDENLINK COMMUNICATIONS	CABLE SERVICES	9.84
		WAL-MART CAPITAL ONE	CANDY	66.33
		PAOLA DO IT BEST HARDWARE	LED BLUE BULB, LIGHT SENSO	104.63
		PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATIONS	135.00
		QUILL CORPORATION	DK CALEND. TISSUE, CLOROX	36.24
		GALL'S INC	EMBLEM GENERIC, POLICE SHI	23.88
			POLICE SHIELD MDNV GLD	7.96
			AMERICAN FLAG PIN	17.00
			ACCUMOLD, POLYSESTER CLIP	110.95
			ACCUMOLD ELITE EQUIP BELT	68.85-
			TIE TAC WITH STATE SEAL	71.50
			WHISTLE CHAINS MODEL BORDE	11.98
			WHISTLE CHAIN EPAULET SNAK	11.98-
		MISCELLANEOUS MITZNER, DANESSA	MITZNER, DANESSA:CAKE	100.00
		CODE RED HEADSETS	CODE RED HEADSETS:EARPIECE	234.00
		JOHNSON, JOHN	JOHNSON, JOHN:FBI LEEDA TR	166.37
		ACTIVE911	ACTIVE911:SUBSCRIPTION FOR	169.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	80.00
		NEW CENTURY DODGE CHRYSLER JEE	SENSORS - STEERING WHEEL	80.80
			REPLACED HOSES COOLENT LEA	994.15
		REDWOOD TOXICOLOGY LABORATORY	BEAKER 6.5 GRADUATED	7.50
		T MOBILE	PHONE & INTERNET	61.82
			PHONE & INTERNET SERVICES	123.64
		WEX BANK	FUEL	1,794.76
			FUEL	1,870.44
		WASTE MANAGEMENT	PD REFUSE	114.71
		AXON ENTERPRISE INC	PAID QUOTE FOR TASERS	4,007.32-
			BATTERY PACK PAID X2 - 201	217.02-
			BODY CAMERAS & TASERS	8,421.00
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	7,220.65
			DEC 2021 - HUMANA	493.07
			DEC 2021 - HUMANA	91.91
			DEC 2021 - HUMANA	65.24
		KASPER AUTO PARTS	BRAKE PADS & ROTORS	261.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ENVIROSHIELD CABIN, AIR FI	59.71
			CORE DEPOSIT & LEGEND PREM	210.74
			BATTERY & CORE DEPOSIT	213.23
			AGM BATTERY	210.74
			CORE DEPOSIT	60.50-
			CORE DEPOSIT CREDIT	60.50
			CORE DEPOSIT CORRECTION	60.50-
		KPERS	KPERS	2,979.60
			KPERS	2,725.18
			KPERS	2,766.77
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	26.25
			ICMA - 12/17/21 PAYROLL	26.25
			ICMA	26.25
		EFTPS	DECEMBER PAYROLL TAXES	7,019.17
		CENTURYLINK	TELEPHONE SERVICES	108.05
		PETTY CASH	WATER	18.00
			WATER	15.80
			WATER	18.00
			REGISTRATION & TAGS	31.25
		REDISHRED KANSAS INC.	SHREDDING SERVICES	30.90
		KANSAS TURNPIKE AUTHORITY	TOLL FINES	23.00
		AUTOZONE STORE 1632	MANIFOLD CONVERT RETURN RE	409.39
		CENTRAL LAKE ARMOR EXPRESS, INC.	OVERPAYMENT	4,626.50-
			ARMOUR HIGGINS, POLSTER, B	3,710.41
			ARMOR FOR HURT & SPARKS	1,890.93
			VTX 3A G2 MALE BRV	568.47
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	WATER	11.94
			PACKING TAPE	3.68
		ACTIVE911, INC.	SUBSCRIPTION = LYMAN	195.00
		TRANSUNION RISK & ALTERNATIVE	BACKGROUND SEARCHSOFTWARE	160.33
			TOTAL:	43,305.69
CABIN	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITY BILLS	256.24
			UTILITIES - DECEMBER 2021	196.03
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	0.33
		KANSAS GAS SERVICE	GAS SERVICES	380.83
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	72.24
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	773.90
			DEC 2021 - HUMANA	31.60
			DEC 2021 - HUMANA	8.35
			DEC 2021 - HUMANA	4.66
		EFTPS	DECEMBER PAYROLL TAXES	251.65
			TOTAL:	2,020.83
STREETS & ALLEYS	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY	145.95
		CITY OF OSAWATOMIE	UTILITY BILLS	5.33
			UTILITY BILLS	135.69
			UTILITY BILLS	0.96
			UTILITY BILLS	644.03
			UTILITIES - DECEMBER 2021	21.72
			UTILITIES - DECEMBER 2021	140.89
			UTILITIES - DECEMBER 2021	1.50
			UTILITIES - DECEMBER 2021	639.56
		O'REILLY AUTO PARTS	WIRE LOOMS	23.50
			ASSRY PLUG & PWR SOCKET	21.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FIRST OPTION BANK	SALT SPREADER THROTTLE	80.93
			IG OT PR DISPLAY	27.60
			CEDAR	111.54
			CEDAR	139.00
		FAMILY CENTER FARM & HOME	NUTS, BOLTS, MISC HARDWARE	7.16
			SPECIAL ORDER PARTS, TUBIN	168.20
		KNAPHEIDE TRUCK EQUIP. CO	PLOW MOUNT & INSTALL	2,982.00
		KANSAS GAS SERVICE	GAS SERVICES	257.95
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	72.24
		MIAMI LUMBER INC.	CONCRETE MIX	67.44
		NATIONAL SIGN COMPANY INC	PAINT, HIGHWAY STRIPING WH	288.00
			HW STRIPING PAINT, ALL WAY	271.60
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	45.00
		PAT'S SIGNS	SIDEWALK CLOSED SIGNS	43.50
		INLAND TRUCK PARTS CO.	REAR SPRING, THREAD, U BOL	981.04
			SPRING BOLTS, DEEP NUT, BO	60.80
		QUILL CORPORATION	DK CALEND. TISSUE, CLOROX	12.08
		RED BUD SUPPLY INC	CL A 1ST AID KIT - PLASTIC	86.71
		LOGAN CONTRACTORS SUPPLY INC	3.5GAL SPRAYER & SILOXANE	162.13
			3.5GAL SPRAYER & SILOXANE	183.09
			GASKET, FUEL VALVE, NUT, W	126.31
		BRADLEY AIR CONDITIONING & HEATING	MOTOR REPAIR OVERHEAD HEAT	60.00
		APPLIED MAINTENANCE SUPPLIES	CRMP&SDR PLUGS	396.83
		ROMANS OUTDOOR POWER	COUPLER, MALE IN & PB	131.01
		KEY EQUIPMENT & SUPPLY CO.	POWER REPLAY	88.04
			PRO SWEEP & SEGMENT	961.69
		WEX BANK	FUEL	892.56
			FUEL	765.60
		WASTE MANAGEMENT	CITY REFUSE SERVICE	98.07
		MID-STATES MATERIALS LLC	FUEL	395.68
			CORRECTION - WRONG VENDOR	395.68-
		MFA OIL COMPANY	FUEL	395.68
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	2,232.74
			DEC 2021 - HUMANA	99.90
			DEC 2021 - HUMANA	22.54
			DEC 2021 - HUMANA	23.30
		KASPER AUTO PARTS	BATTERY & CORE DEPOSIT	132.97
			HOSE FITTINGS, PRIMARY WIR	138.59
			RV PLUG, SOCKET, WIRE KIT	49.13
			METAL CLAMPS	60.99
			TRAILER WIRE / CABLE	190.00
			STARTER	210.77
			COUPLING	1.45
			SPLASH GUARD	55.98
			HOSE FITTINGS	106.39
			OIL DRY	66.86
			INJECTION VALVE IDLE	50.40
			THROTTLE BODY GASKET	3.00-
			COUPLINGS, AIRBRAKE HOSES	279.40
			LAMP, COUPLING, DRILL BIT	45.07
			WIPER, COUPLING, PWER PART	29.01
			TRAILER SIGNAL LENS	2.56
		KPERS	KPERS	1,068.81
			KPERS	1,028.85
			KPERS	1,015.62
		EFTPS	DECEMBER PAYROLL TAXES	1,208.46



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		PETTY CASH	FUEL	214.00
		CUTTING EDGE TRUCKING INC	HAUL-SALT	2,053.35
		E. EDWARDS, INC.	TLL BRITE LIME SHIRTS	352.15
		OZARK READY MIX COMPANY	6 SK SHORT LOAD	634.00
			4000 A/E ASH WINTER SERVIC	<u>777.00</u>
			TOTAL:	23,892.20
PARKS & CEMETERIES	GENERAL OPERATING	BREWER'S AUTOMOTIVE REPAIR INC	INTERSTATE BATTERY	155.93
			TIRE DISPOSAL DUMP TRUNK	24.00
		CITY OF OSAWATOMIE	UTILITY BILLS	5.33
			UTILITY BILLS	135.69
			UTILITY BILLS	113.79
			UTILITIES - DECEMBER 2021	21.72
			UTILITIES - DECEMBER 2021	140.89
			UTILITIES - DECEMBER 2021	57.93
		O'REILLY AUTO PARTS	WIRE LOOMS	46.00
			NEW STRG PMP & PWR HOSE	264.04
			STEERING SW	56.34
			DIELECTRIC	22.47
			TRIM SCREW	7.98
			TRIM SCEWS MOTOR IRT	119.88
			TRIM SCEWS MOTOR IRT	7.98
			BATT FILLER	5.99
		KANSAS CITY WILBERT SI FUNERAL SERVIC	GRAVE OPENINGS	1,300.00
			GRAVE OPENINGS	2,100.00
		FAMILY CENTER FARM & HOME	STORM KIT, JACK 10', BOOTS	249.98
			STORM KIT, JACK 10', BOOTS	27.99
			HOSE BIBB, NIPPLE, BRASS C	38.04
			SMALL ENGINE PARTS	81.41
			CABLE TIES	62.43
			WOODCUTTER, CAULK, LEVEL	47.55
			LIGHT LED EMERGENCY STROBE	23.99
			LIGHT LED EMERGENCY STROBE	23.99
		MIAMI LUMBER INC.	CREDIT - TREATED WOOD RETU	34.45-
		RURAL WATER DIST. #1	RURAL WATER	18.00
			RURAL WATER	18.00
		VIKING INDUSTRIAL SUPPLY	TISSUE, BAGS, CLEANERS, DI	135.20
			TISSUE, BAGS, CLEANERS, DI	1,081.82
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	20.00
		UNIVERSITY OF KANSAS	GAZZANO FIREARMS SCHOOL	600.00
		CHAMPION BRANDS LLC	BRAKE CLEAN & COMPL. REPLA	1,311.41
			CONTAINER REFUND	20.00-
		QUILL CORPORATION	DK CALEND. TISSUE, CLOROX	12.08
		GALL'S INC	CARGO PANTS	165.75
		STATE CHEMICAL SOLUTIONS	MAGIC MATS	388.26
		RED BUD SUPPLY INC	CL A 1ST AID KIT - PLASTIC	86.72
			NEMESIS BLK FR SMOKE LENS	101.13
		BRADLEY AIR CONDITIONING & HEATING	TRANSFORMER MISC PARTS SAL	30.66
			MOTOR REPAIR OVERHEAD HEAT	60.00
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	90.00
			PORTABLE TOILET RENTAL	170.00
		APPLIED MAINTENANCE SUPPLIES	CON 16, CON 12, CON 22	372.45
		ROMANS OUTDOOR POWER	FITLER, BOLT, NUT, HARIPIN	239.85
		WEX BANK	FUEL	493.89
			FUEL	396.08
		WASTE MANAGEMENT	CITY REFUSE SERVICE	98.09

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MID-STATES MATERIALS LLC	FUEL	345.47
			CORRECTION - WRONG VENDOR	345.47-
		MFA OIL COMPANY	FUEL	345.47
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	1,315.12
			DEC 2021 - HUMANA	61.28
			DEC 2021 - HUMANA	18.82
			DEC 2021 - HUMANA	13.98
		KASPER AUTO PARTS	FUEL FILTERS	14.39
			AIR FILTER, OIL FILTER	129.36
			PRESTO PIN 3 16	31.74
			QUICK CHANGE STUD CLNER	67.49
			NAPA AIR FILTER	115.32
			STARTER LUG, PELLETS	162.30
			OIL FILTER	11.64
			RUBBER METAL CLAMP, FUSE H	39.92
			FITTINGS	4.38
			ADAPTERS	12.00
			ADAPTERS	17.40
			HD DRILL BIT 332	2.15
			WIPER, COUPLING, PWER PART	107.88
			BATTERY TEST CLIP	9.69
		KPERS	KPERS	129.29
			KPERS	129.29
			KPERS	129.29
		EFTPS	DECEMBER PAYROLL TAXES	634.99
		PETTY CASH	DALE LAUNDRY QUARTERS	10.00
		CCL SUPPLY, LLC	6/CASE 1 PLY TOWELS, ZEP U	159.25
		EVERGY	UTILITY SERVICES	18.26
		CORDRAY ROOFING LLC	SHELTERHOUSE ROOF	<u>2,895.00</u>
			TOTAL:	17,561.98
FIRE	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITIY BILLS	405.36
			UTILITIES - DECEMBER 2021	432.05
		O'REILLY AUTO PARTS	IGN LOCK CYL	55.61
		FIRST OPTION BANK	COFFEE POTS	36.99
			COOLERS	199.40
			K-CUPS	64.86
			DRY ERASE MARKERS	12.97
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	18.91
		KANSAS GAS SERVICE	GAS SERVICES	402.49
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	207.24
		WAL-MART CAPITAL ONE	CANDY	66.33
		GALL'S INC	ZIP JOB SHIRTS	704.82
			ZIP JOB SHIRTS	1,044.14
			ZIP JOB SHIRTS	77.18
			ZIP JOB SHIRTS	164.56
		MISCELLANEOUS FICKEL, BRENDAN	FICKEL, BRENDAN: EMT REIMB	798.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50
		BRADLEY AIR CONDITIONING & HEATING	FIRE WEST END UNIT REPAIR	213.18
		CONRAD FIRE EQUIPMENT INC	BATTERY MASTER SWITCH REPA	620.27
		WEX BANK	FUEL	41.00
			FUEL	32.65
		WASTE MANAGEMENT	CITY REFUSE SERVICE	278.71
		KASPER AUTO PARTS	OIL DRY	306.00
		EFTPS	DECEMBER PAYROLL TAXES	<u>757.31</u>
			TOTAL:	7,002.53

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
MUNICIPAL COURT	GENERAL OPERATING	KANSAS STATE TREASURER	MUNICIPAL COURT REV - OCT	1,807.50
			NOVEMBER 2021 - COURT FINE	1,039.50
			DECEMBER 2021 - COURT FINE	1,581.50
		MIAMI COUNTY SHERIFF'S DEPT	OCT 2021 - PRISONER CARE	2,117.55
			NOV 2021 - PRISONER CARE	680.00
		QUILL CORPORATION	SHARPIE ACCENT HI-LITERS	0.98
			INK, FASTENER, TONER, SHAR	110.70
			INK, FASTENER, TONER, SHAR	70.93
			DK CALEND. TISSUE, CLOROX	19.66
		LANGUAGE LINE SERVICES	COURT INTERPRETATIONS	13.65
		LAW OFFICE OF SHEILA M.SCHULTZ	MUNICIPAL COURT - NOV 2021	2,060.00
			MUNICIPAL COURT - DECEMBER	2,060.00
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	699.00
			DEC 2021 - HUMANA	17.56
			DEC 2021 - HUMANA	8.02
			DEC 2021 - HUMANA	4.66
		KPERS	KPERS	147.08
			KPERS	172.82
			KPERS	136.20
		EFTPS	DECEMBER PAYROLL TAXES	357.58
		WINGERT SIGN COMPANY LLC	DEC 2021 - CITY PROSECUTOR	875.00
			CORRECTION - WRONG VENDOR	875.00-
		VALENTINE, ROBIN L	PARALEGAL SERVICES - NOV 2	1,013.00
			PARALEGAL SERVICES	720.50
		WETZLER, RICHARD S	CITY PROSECUTOR - 11/30	1,337.50
			12/2021 - CITY PROSECUTOR	875.00
		HARTLEY LAW GROUP, LLC	COURT APPTED ATTORNEY	305.52
			COURT APPTS	<u>1,550.00</u>
			TOTAL:	18,906.41
LEVEES & STORMWATER	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITYIY BILLS	7.50
			UTILITIES - DECEMBER 2021	<u>7.50</u>
			TOTAL:	15.00
LIBRARY	GENERAL OPERATING	CITY OF OSAWATOMIE	UTILITYIY BILLS	270.69
			UTILITIES - DECEMBER 2021	248.58
		FIRST OPTION BANK	BOOKS	17.96
			BOOKS	25.58
			BOOKS	19.08
			BOOKS	100.02
			PRINTER PAPER	54.98
			GLUE & CRAFT SUPPLIES	25.94
			BOOK	11.69
			CRAFT SUPPLIES	3.00
			BOOKS	8.48
			CRAFT SUPPLIES	12.00
			BOOKS	131.11
			CRAFT SUPPLIES	28.00
			BOOKS	23.17
			CHRISTMAS CRAFTS	24.00
			ROUND CRAFT WREATH	23.85
			BOOKS	17.96
			BOOKS	28.94
			DVDS	16.89
			SHOE COVERS	10.59
			FELT CHRISTMAS TREE	7.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SANTA HATS	20.00
			DVDS	9.90
			BOOKS	18.69
			CRAFT SUPPLIES	28.28
			CRAFT SUPPLIES	6.00
			CRAFT SUPPLIES	1.00
			BOOKS	16.95
			SANTA HAT	1.00
			HONEYGRAHAMS	4.50
			TABLETOP HEARTS	12.00
			CRAFT SUPPLIES	14.00
			BOOKS	15.82
			CRAFTING SUPPLIES	23.65
			SAW	32.98
			BOOKS	32.45
			LYSOL TOILET CLEANER	2.00
			BOOKS	17.91
			PAINT STICKS	10.99
			BOOKS	13.49
			MEDIA DISK	19.12
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	9.32
		KANSAS GAS SERVICE	GAS SERVICES	138.72
		BAKER & TAYLOR	BOOKS	14.90
			BOOKS	26.01
			BOOKS	22.63
			BOOKS	146.26
			BOOKS	14.90
			BOOKS	11.03
			BOOKS	68.46
			BOOKS	11.05
			BOOKS	226.17
			BOOKS	145.01
			BOOKS	10.44
			BOOKS	47.02
			BOOKS	83.48
			BOOKS	6.62
			BOOKS	34.06
			BOOKS	18.31
			BOOKS	87.92
			CORRECTION	234.19-
			BOOKS	234.19
			BOOKS	236.53
			BOOKS	256.13
		WAL-MART CAPITAL ONE	CRAFT SUPPLIES	41.04
		PAT'S SIGNS	HOME TOUR SIGNS	87.50
		DEMCO INC	SUPERFOLD LONG BOOK LABELS	57.77
			2RING ALBUM, SUPERFOLD, CO	131.73
		MISCELLANEOUS OSAGE CITY PUBLIC LIBR	OSAGE CITY PUBLIC LIBRARY:	21.00
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	45.00
		T MOBILE	TELEPHONE/INTERNET	154.44
		WASTE MANAGEMENT	CITY REFUSE SERVICE	61.68
		MIDWEST TAPE	DIGITAL MEDIA	231.03
			DIGITAL MEDIA	275.14
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	145.00
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	406.40
			DEC 2021 - HUMANA	17.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DEC 2021 - HUMANA	9.32
			DEC 2021 - HUMANA	9.32
		KANSAS LIBRARY ASSOCIATION	MEMBERSHIP - AMANDA MURPHY	50.00
		KPERS	KPERS	311.45
			KPERS	321.95
			KPERS	301.68
		EFTPS	DECEMBER PAYROLL TAXES	1,076.37
		CENTURYLINK	TELEPHONE SERVICES	51.91
		PETTY CASH	CLEANING SUPPLIES	57.10
		ROMERO, AURORAH	LIBRARY CLEANING	60.00
			LIBRARY JANITOR SERVICES	60.00
			LIBRARY JANITOR	60.00
		INGRAM LIBRARY SERVICES	BOOKS	33.04
			BOOKS	52.70
			BOOKS	59.11
			BOOKS	40.60
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	CRAFT SUPPLIES	56.84
			CRAFT SUPPLIES	41.02
			CRAFT SUPPLIES	10.74
			LIBRARY ACTIVITY	<u>70.73</u>
			TOTAL:	7,434.87
TECHNOLOGY	GENERAL OPERATING	TYLER TECHNOLOGIES INC	SOFTWARE MAINT FFES	1,250.00
		FIRST OPTION BANK	WEBSITE HOSTING	8.95
			PHONE CASE FOR PD	11.89
			IT PARTS & MATERIALS	5.99
			PHONE CHARGER FOR IT	19.00
			BATTERY BACKUP FOR PD	84.96
			PDF SOFTWARE	755.14
			PHONE FOR PD	16.99
			SALES TAX RETURN	55.94-
			SERVER HOSTING	61.00
			INTERNET WEB HOSTING	9.99
			MONITOR CABLES FOR FIRE	19.66
			MONITOR CABLES FOR FIRE	41.42
			CAMBERA RECORDINGS	15.95
			MONITOR CABLES FOR FIRE	6.78-
			MONITOR CABLES FOR FIRE	6.78-
			BACKUP SERVICE FOR WEBSITE	8.95
			SCREEN PROTECTORS FOR PD	14.33
			PHONE CASE FOR PD	11.01
			PHONE CASE FOR PD	82.70
			SERVER HOSTING	61.00
			COMPUTER SPARE PARTS & KIT	145.35
			PHONE CHARGER FOR PD	53.94
			PHONE CHARGERS	53.94
			WEBSITE REGISTRATION FEES	10.11
			WEBSITE REGISTRATION FEES	89.55
			PHONE CHARGER FOR PD	17.08
			WEBSITE SOFTWARE	12.00
			SWITCHES FOR CABIN & POWER	398.00
			CELL PHONE CASE	68.47
			WEBSITE DATA DASHBOARD	9.99
			CAMERA RECORDINGS	15.95
			WRIST REST	28.04
			SOFTWARE TO MANAGE COMPUTE	752.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY	PHONE & INTERNET	242.82
		VERIZON WIRELESS	PHONE & INTERNET	888.45
		SHI INTERNATIONAL CORP	UNIVERSAL DOCKING STATION	276.81
			CHROMEBOOK FOR COUNCIL	301.16
			APC EXTENDED WARRANTY RENE	166.69
			THINKBOOK 15 G2	1,627.04
		KSFIBERNET	PHONE & INTERNET	410.84
		KWIKOM COMMUNICATIONS	INTERNET SERVICES	290.00
		RICOH USA, INC.	COPIES	71.62
			PRINTERS FOR LEASE	141.74
			PRINTERS FOR LEASE	42.77
		RICOH USA, INC.	CITY HALL PRINTER	260.47
		RICOH USA, INC.	PRINTERS FOR PD	128.31
			PRINTER LEASE	82.66
			COPIER LEASE	263.04
			COPIER RENT	82.66
		ESRI	CREATOR LICENSE	1,500.00
			EDITOR LICENSE	400.00
			FIELD WORKER LICENSE	350.00
			VIEWER LICENSE	200.00
			ARCGIS CREDITS	100.00
		NITEL, INC.	PHONE & INTERNET	1,177.02
		NEXTIVA, INC.	PHONE & INTERNET	1,128.47
		TOSHIBA FINANCIAL SERVICES	PRINTING COPIES CONTRACT	184.62
			PRINTING COPIES CONTRACT	116.93
			PRINTERS AT PD	202.78
			TOTAL:	14,700.75
WATER ADMINISTRATION	WATER	WASTE MANAGEMENT	CITY REFUSE SERVICE	98.09
		POSTALOCITY.COM	POSTALOCITY.COM	900.00
			TOTAL:	998.09
WATER TREATMENT	WATER	ALEXANDER PUMP & SERVICES INC	#4 Intake pump repair	19,239.11
		CITY OF OSAWATOMIE	UTILITY BILLS	7,498.49
			UTILITY BILLS	129.76
			UTILITIES - DECEMBER 2021	3,202.75
			UTILITIES - DECEMBER 2021	121.51
		O'REILLY AUTO PARTS	BLOWER MOTOR	102.18-
		FIRST OPTION BANK	WATER EXAM TRAINING	25.00
			STANLEY PROTO	13.22
			PVC CURTAIN	54.75
			PIPE FITTING	19.84
			PIPE FITTINGS	26.10
			PIPE FITTINGS	14.88
			LITHONIA LIGHTING	102.10
		FAMILY CENTER FARM & HOME	KEY CUT	3.38
			VERT SWITCH PIGGYBACK REPL	48.95
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	18.13
		KANSAS MUNICIPAL UTILITIES INC	CLASSIFIED AD - WATER DIST	25.00
		BG CONSULTANTS INC	21-1234L DRINKING WATER	260.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	7.00
		WAL-MART CAPITAL ONE	WATER	9.80
			TABLE	37.98
			CLEANING CHEMICALS	15.09
		PAT'S SIGNS	WASTE WATER SIGN	21.75
		USA BLUE BOOK	BEAKER, DIPPER, LAB EQUIPM	393.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			SWEATSHIRTS TWO TONE	75.13
			PARTOW CHART, GREASE GUN,	846.61
			EYEWASH BOTTLES, SPRAYER,	25.35
			EYEWASH BOTTLES, SPRAYER,	920.44
			BRITE ECO EXIT SIGN, PATHO	554.40
			FACE SHIELD, AMMONIA, PCII	196.07
			FACE SHIELD, AMMONIA, CALC	104.00
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	75.00
		HAWKINS INC	UTILITY PLANT TREATMENT CH	330.13
			Carbon	506.00
			Ammonia	563.15
			Polymer	3,126.87
			Chlorine	1,198.31
			ACTIVATED CARBON	1,038.00
			#2 pump hose	111.75
			Freight	17.47
			#5 pump hose	111.75
			Ammonia	873.86
			Polymer	3,359.40
			Bleach	1,387.52
			Connecting Nut	40.60
			Pump Head	276.98
			AQUA HAWK 457 CHLORINE AMM	4,312.52
		WEX BANK	FUEL	103.66
		WASTE MANAGEMENT	CITY REFUSE SERVICE	35.49
		PALACE HARDWARE	S/1\2 BLACK 90	2.68
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	1,696.22
			DEC 2021 - HUMANA	70.20
			DEC 2021 - HUMANA	18.82
			DEC 2021 - HUMANA	18.64
		KASPER AUTO PARTS	BLOWER MOTOR RESISTOR	31.40
			BLOWER MOTOR RESISTOR	37.36
		KPERS	AFTER RETIREMENTS	49.02
			AFTER RETIREMENT	39.52
			KPERS	718.61
			KPERS	638.93
			KPERS	678.72
			AFTER RETIREMENT	49.37
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	15.32
			ICMA - 12/17/21 PAYROLL	13.54
			ICMA	20.07
		EFTPS	DECEMBER PAYROLL TAXES	1,765.55
		PETTY CASH	CUPS PLATES SUPPLIES	45.15
			BATTERIES	9.00
			PHONE CORDS	17.00
			WATER OPERATOR TESTING	25.00
		R. E. PEDROTTI CO., INC.	TURBIDIMETER	3,396.90
			PANEL INSTRUMENT SAMPLE	262.92
			REPLACE TURBIDTY ANALYZER	1,014.00
		KMEA - MID-STATES	WATER PLANT GENERATOR REPA	760.00
		KANSAS HEALTH & ENVIRONMENTAL LABORATO	COLILERT DRINKING WATER QT	1,002.00
			TOTAL:	63,772.32
WATER DISTRIBUTION	WATER	CITY OF OSAWATOMIE	UTILITIY BILLS	5.33
			UTILITIY BILLS	46.80
			UTILITIES - DECEMBER 2021	21.72

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	
			UTILITIES - DECEMBER 2021	50.11	
		OLATHE WINWATER WORKS	2210 LID ONLY OFFSET AMR	84.00	
			FLG RS VALVE HANDWHEEL SPI	1,058.00	
			Materials	39,606.10	
		HALL'S BOBCAT SERVICE	STUMP REMOVAL	500.00	
		KC BOBCAT	MINI/COMPACTOR RENTAL	3,883.68	
		FAMILY CENTER FARM & HOME	HEX BRUSHING BRASS 3/4 X	17.78	
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	30.00	
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40	
			LOCATES	12.40	
		ROMANS OUTDOOR POWER	COUPLER, MALE IN & PB	131.01	
		WEX BANK	FUEL	287.28	
			FUEL	418.56	
		CORE & MAIN LP	10X15 REP CLP	293.09	
			10X15 REP CLP, 10X30 REP	1,051.02	
			6X30 REP CLP, 8X30 REP CLP	1,182.26	
			6X20 REP CLP	579.22	
			CC BRS SAD - PVC	183.53	
			8X30 REP CLP, 8X20 REP CL	761.80	
			4X30 REP CLP 10X15 REP CLP	519.64	
			3/4X100' CTS PE TUBING	135.00	
			HYDRANT RED	1,996.92	
			BLUE WIRE, RING COVER, SWI	2,414.30	
			SWIVEL & 4B AVK	320.39	
			PVC CLAMPS REP CLPS	273.44	
			PVC CLAMPS	273.44	
			4'B AVK HYD 3W 6MJ OL PENT	3,993.64	
			HYMAX GRIP FLG ADPT	375.36	
		MID-STATES MATERIALS LLC	YARD 3/4'' SCREENED	698.76	
			FUEL	449.12	
			CORRECTION - WRONG VENDOR	449.12-	
		MFA OIL COMPANY	FUEL	449.12	
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	1,241.98	
			DEC 2021 - HUMANA	55.26	
			DEC 2021 - HUMANA	11.86	
			DEC 2021 - HUMANA	4.66	
		KASPER AUTO PARTS	OIL FILTER	11.64	
		KPERS	KPERS	293.39	
			KPERS	312.69	
			KPERS	307.12	
		EFTPS	DECEMBER PAYROLL TAXES	965.90	
		E. EDWARDS, INC.	TLL BRITE LIME SHIRTS	352.15	
		OZARK READY MIX COMPANY	FLOWABLE FILL HAUL	930.00	
			SACK CONCRETE, HAUL, SHORT	736.00	
		FERGUSON WATERWORKS	8 PVC ONELOK E-COAT	1,328.43	
		ESSARY PLUMBING	HAUL GRAVEL - 73.22 TONS	585.76	
			HAULING GRAVEL - 49.19 TON	385.52	
			TOTAL:	69,192.46	
NON-DEPARTMENTAL	ELECTRIC	MISCELLANEOUS	WILLIAMS, CHARLEY	01-067100-26	56.34
			MIDSTATE TRADING CO	01-079700-04	9.23
			DRURY, CHRISTINA	01-081600-25	18.30
			DENT, THERESA	01-102900-15	18.10
			GRATWICK, TYLER	01-134100-07	58.79
			MCCLELLAND, JESSICA	01-175900-07	9.23
			CAPETTINI, JOURNEY	01-201100-30	23.75



DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DOUGLAS, KIM	01-228300-09	202.44
		MIDDLE CREEK PROPERT	01-234500-11	200.68
		HOLLOMAN & ASSOCIATE	01-237200-01	100.00
		TROXEL, PERRY	01-240200-02	7.22
		INLAND CONSTRUCTION	01-242700-02	131.01
		DEERING, UNA	01-246100-11	14.52
		RHEA, ASHLEY	01-038400-08	85.13
		CINADR, MICHAEL	01-087100-26	55.24
		COONS, ASHTON	01-193000-42	35.31
		CANNON, LYDIA	01-233600-26	131.93
		JOHNSON, RACHEL	01-005100-15	164.28
		PAYNE, GEORGE	01-054800-20	18.02
		BOOE, DICK	01-093800-01	20.39
		JOHNS, WILLIAM S SR	01-131300-04	234.28
		GILBERT, AMBER	01-141300-22	20.13
		RAY, MICHELLE	RAY, MICHELLE: UTILITY REF	180.99
		FOUTS, HAROLD D	FOUTS, HAROLD D:	11.11
		ADCOMP SYSTEMS, INC.	TECHNOLOGY FEES	59.00
			KIOSK SERVICE FEE - DEC 20	<u>64.00</u>
			TOTAL:	1,929.42
ELECTRIC ADMINISTRATIO	ELECTRIC	OSAWATOMIE CHAMBER OF COMMERCE	2ND APPROPRIATION 08/31	9,000.00
			3RD APPROPRIATION 12/1/21	8,000.00
			INCREASE CITY FUNDING 9/23	5,000.00
		KANSAS DEPT OF REVENUE	NOV 2021 - SALES TAX	1,143.91
			NOV 2021 - SALES TAX	3,308.23
			NOV 2021 - SALES TAX	3,969.88
			NOV 2021 - SALES TAX	5,438.83
			NOV 2021 - SALES TAX	369.49
			NOV 2021 COM USE SALES TAX	482.28
			LOW INTEREST UTILITY LOAN	34,611.18
			LOW INTEREST UTILITY LOAN	831.33
			DEC 2021 - UTILITIES SALES	624.81
			DEC 2021 - UTILITIES SALES	2,665.34
			DEC 2021 - UTILITIES SALES	3,198.41
			DEC 2021 - UTILITIES SALES	4,074.99
			PRE TAX	453.05
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	37.50
		POSTALOCITY.COM	POSTALOCITY.COM	<u>2,600.00</u>
			TOTAL:	85,809.23
ELECTRIC PRODUCTION	ELECTRIC	O'REILLY AUTO PARTS	BLOWER MOTOR	102.18
			SPARK PLUG & INGITION COIL	129.34
		FIRST OPTION BANK	PVC CURTAIN	54.75
		FAMILY CENTER FARM & HOME	HEATER INFRARED	169.99
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	1.45
		KANSAS MUNICIPAL UTILITIES INC	POWER PLANT TECH PROGRAM	500.00
		KMEA	NOV21 ENERGY MANAGEMENT PR	15,679.77
			NOV21 ENERGY MANAGEMENT PR	2,234.53
			EMPI - DECEMBER 2021	15,694.15
			EMPI - DECEMBER 2021	7,856.87
			GRDA-NOV 2021	94,668.96
			SPA HYRDO - OCTOBER 21	2,096.78
			SPA HYDRO PROJECT	2,324.35
			WAPA HYDRO-NOV 2021	6,737.41
			WAPA HYDRO - DEC 2021	7,244.97

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		KANSAS GAS SERVICE	GAS SERVICES	50.98
			GAS SERVICES	2,289.55
		WYCOFF'S LOCKSMITHING	REPAIR LOCK & TRIP	70.00
		TRI-COUNTY ICE CO INC	CAR WASH TOKENS	7.00
		WAL-MART CAPITAL ONE	DUSTER/DUST PAN	10.24
		PAOLA DO IT BEST HARDWARE	HEAVY BARREL BOLT & GLAZIN	82.96
		USA BLUE BOOK	FACE SHIELD, AMMONIA, PCII	69.30
		BRADLEY AIR CONDITIONING & HEATING	WATERPLANT HEATER REPAIRS	298.35
			PUMP TOWER HEATER REPAIRS	698.35
			CORRECTION	298.35-
		WEX BANK	FUEL	133.63
			FUEL	325.77
		WASTE MANAGEMENT	CITY REFUSE SERVICE	98.09
			CITY REFUSE SERVICE	35.49
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	429.92
			DEC 2021 - HUMANA	17.60
			DEC 2021 - HUMANA	4.70
		KASPER AUTO PARTS	IDLE AIR CONTROL	47.40
		KPERS	AFTER RETIREMENTS	49.03
			AFTER RETIREMENT	39.52
			AFTER RETIREMENT	49.36
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	15.32
			ICMA - 12/17/21 PAYROLL	13.55
			ICMA	6.69
		EFTPS	DECEMBER PAYROLL TAXES	394.45
		EVERGY	UTILITY SERVICES	25.73
			UTILITY SERVICES	26.57
		HAROLD K. SCHOLZ. CO.	Labor	2,450.00
			Mileage	241.00
		KMEA - MID-STATES	POWER SONIC BATTERIES & EN	210.80
			TOTAL:	163,388.50
ELECTRIC DISTRIBUTION	ELECTRIC	CITY OF OSAWATOMIE	UTILITY BILLS	166.54
			UTILITY BILLS	46.80
			UTILITIES - DECEMBER 2021	227.22
			UTILITIES - DECEMBER 2021	50.11
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	10.16
		KANSAS MUNICIPAL UTILITIES INC	LINEWORKER APPRENTICE PROG	500.00
			LINEWORK APPRENTICE TUITIO	300.00
			LINEWORKER APPRENTINCE TUI	300.00
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	34.24
		MIAMI LUMBER INC.	MCQ TREATED, STD & BTR, DE	170.82
		PROTECTIVE EQUIP. TESTING LAB.	RUBBER GLOVES, RUBBER SLEE	132.74
		DITCH WITCH SALES INC	GROMMET, MISC FUEL	58.76
		PAOLA DO IT BEST HARDWARE	EMT CONNECTOR	1.78
			PIGTAIL SOCKET	6.49
			GY WP OUT DEEP COVER	25.18
		ALTEC INDUSTRIES INC	BUCKET TRUCK REPAIR	8,656.11
			BUCKET TRUCK REPAIRS	7,815.84
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40
			LOCATES	12.40
		CITY ELECTRICAL SUPPLY COMPANY	15A 125V STR BLD CONN 3W	522.59
			3G BALNK SMOOTH JBOX WELDE	58.53
		ROMANS OUTDOOR POWER	COUPLER, MALE IN & PB	131.02
		WEX BANK	FUEL	812.00
			FUEL	274.22

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ANIXTER INC	WIRE 4 ACSR & BRACKET EQUI	275.00
			HI-VIS SHORT & LONG SLEEVE	536.40
			ELBOW ARR 10KV MOVE 200A	218.70
		MID-STATES MATERIALS LLC	FUEL	33.03
			CORRECTION - WRONG VENDOR	33.03-
		MFA OIL COMPANY	FUEL	33.03
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	3,372.22
			DEC 2021 - HUMANA	177.70
			DEC 2021 - HUMANA	40.84
			DEC 2021 - HUMANA	23.30
		KASPER AUTO PARTS	WIPER, COUPLING, PWER PART	21.28
			FUEL FILTER	24.94
			FUEL LINE PRIMER BULB ASSY	41.26
			PRIMER BULB ASSY	27.26
		KPERS	KPERS	1,173.11
			KPERS	1,219.96
			KPERS	1,230.92
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	55.32
			ICMA - 12/17/21 PAYROLL	57.50
			ICMA	57.50
		EFTPS	DECEMBER PAYROLL TAXES	3,000.40
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	RED CLEAR LIGHTS	55.84
			TOTAL:	31,972.43
SEWER ADMINISTRATION	SEWER	BG CONSULTANTS INC	21-1233L - WASTEWATER COLL	3,040.00
			21-1233L WASTEWATER COLLEC	2,090.00
		KANSAS ONE CALL SYSTEM INC	LOCATES	16.40
			LOCATES	12.40
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	437.30
			DEC 2021 - HUMANA	18.46
			DEC 2021 - HUMANA	3.96
		EFTPS	DECEMBER PAYROLL TAXES	378.68
		POSTALOCITY.COM	POSTALOCITY.COM	500.00
			TOTAL:	6,497.20
WWTP OPERATIONS	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	3,680.18
			UTILITIES - DECEMBER 2021	5,512.02
		FAMILY CENTER FARM & HOME	PAINT SUPPLIES BRUSH THINN	10.73
			BUCKET PAINT 5QT POLY	8.97
			NOZZLE, HOSE, BOLTS	22.65
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	207.24
		MISSION COMMUNICATIONS LLC	RADIO/DAUGHTERBOARD WWTP	260.00
		CK POWER	GENERAC TRANSFER SWTICH	651.80
		PACE ANALYTICAL SERVICES INC	ANALYTICAL SERVICES	380.00
			ANAYLTICAL SERVICES	400.00
		HAWKINS INC	AQUA HAWK 1124 450 LB DNR	1,162.84
		TG TECHNICAL SERVICES	ON-SITE CALIBRATION OF GAS	250.00
			GAS MONITOR SENSOR HEADWOR	1,406.82
		WASTE MANAGEMENT	CITY REFUSE SERVICE	70.98
			SLUDGE HAUL OFF	1,775.02
			SLUDGE HAUL OFF	1,532.83
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	773.90
			DEC 2021 - HUMANA	31.60
			DEC 2021 - HUMANA	8.68
			DEC 2021 - HUMANA	4.66
		KPERS	KPERS	203.93

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			KPERS	207.93
			KPERS	214.05
		EFTPS	DECEMBER PAYROLL TAXES	508.72
		LLOYD HAROLD	SERVICE CALL - PUMP 2	<u>570.00</u>
			TOTAL:	19,855.55
SEWER COLLECTION	SEWER	CITY OF OSAWATOMIE	UTILITY BILLS	5.33
			UTILITY BILLS	46.80
			UTILITY BILLS	453.65
			UTILITIES - DECEMBER 2021	21.72
			UTILITIES - DECEMBER 2021	50.11
			UTILITIES - DECEMBER 2021	312.57
		INSCORE CONSTRUCTINO	SEWER LINE INSTALL	13,000.00
		KEY EQUIPMENT & SUPPLY CO.	CH*008521- 1X150 300 PSI	235.26
		JEO CONSULTING GROUP INC	GENERATOR SIZING FOR WW PL	495.00
		WEX BANK	FUEL	127.80
		CORE & MAIN LP	8 PVC SDR35 TAP SADDLE	3,974.09
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	560.82
			DEC 2021 - HUMANA	26.28
			DEC 2021 - HUMANA	6.02
		EFTPS	DECEMBER PAYROLL TAXES	368.27
		ALLIANCE PUMP & MECHANICAL SERVICE, IN	Pump for South Lift	63,628.00
			GUIDE RAIL BRACKET PUMP RE	1,608.33
		LLOYD HAROLD	NORTH LIFT STATION REPAIRS	611.00
		PRETECH CORPORATION	FRAME MUDRING & MAINHOLES	<u>1,227.00</u>
			TOTAL:	86,758.05
NON-DEPARTMENTAL	REFUSE	WASTE MANAGEMENT	CURB SERVICE	<u>31,225.19</u>
			TOTAL:	31,225.19
LIBRARY	LIBRARY	FIRST OPTION BANK	AMAZON TABLET	89.99
			AMAZON TABLET	89.99
			BAR CODE SCANNERS	120.91
			FIRE TABLET	109.99
			CRAFT SUPPLIES	164.99
		LASER IMPRESSIONS INC	ENGRAVED BOOK SPINES	<u>334.25</u>
			TOTAL:	910.12
NON-DEPARTMENTAL	INDUSTRIAL PROMOTI	MIAMI COUNTY TREASURER	2021 - PROPERTY TAX - 1ST	2,507.41
		PETTY CASH	INSCORE DEED	32.00
			BURNETT DEED	32.00
			SURVEYS	50.00
			SURVEYS	50.00
			SURVEYS	50.00
			MINKLEY DEED	21.00
		NORTON & SCHMIDT CONSULTING ENGINEERS,	ENGINEERING SERVICES	<u>1,200.00</u>
			TOTAL:	3,942.41
STREET AND ALLEYS	STREET IMPROVEMENT	KILLOUGH CONSTRUCTION INC	PLANT MIX 11/03/21	355.11
			PLANT MIX	1,273.38
			COLD MIX 12-7-21	679.80
		SUPERIOR BOWEN ASPHALT CO. INC	COMM BM-2V TON	614.55
			SBAC COMM SURFACE REC	401.10
		MID-STATES MATERIALS LLC	ROCK	1,142.24
			SCREENINGS	292.88
			LATE CHARGE 12/31/21	17.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	4,776.19
NON-DEPARTMENTAL	TOURISM	PETTY CASH	DEPOSIT RETURN	100.00
			TOTAL:	100.00
CABIN	TOURISM	CITY OF OSAWATOMIE	UTILITY BILLS	19.61
		CHISAM, WANDA	43 CLEANS - OLD STONE CHUR	860.00
		KANSAS GAS SERVICE	GAS SERVICES	122.22
		QUILL CORPORATION	INK, FASTENER, TONER, SHAR	107.07
			FOLDING TABLE	140.56
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	37.50
		NPG NEWSPAPERS INC	CHRISTMAS DRAWINGS /ADSV	725.00
			CALENDAR & ADVERTISING	395.00
			THANKSGIVING CABIN	250.00
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	190.00
		WASTE MANAGEMENT	CITY REFUSE SERVICE	53.90
		WINGERT SIGN COMPANY LLC	NOV 2021 - BILLBOARD RENTA	550.00
			DEC 2021 - PAOLA BILLBOARD	550.00
			DEC 2021 BILLBOARD RENTAL	2,400.00
		PETTY CASH	FREEDOM FEST CASH	750.00
			FREEDOM FEST CASH DEPOSIT	750.00
		MARQUEZ, MARK	OLD STONE CHURCH REPAIRS	2,600.00
			TOTAL:	9,000.86
POLICE	PUBLIC SAFETY EQUI	FIRST OPTION BANK	FIREARM - ANGLEFIRE .9MM	129.99
			TOTAL:	129.99
FIRE	PUBLIC SAFETY EQUI	FIRST OPTION BANK	EXT CORD REE RETRACTABLES	859.30
			SHELF BRACKET SHELF CABLE	351.59
			LITHIUM BATTERY PACKS	229.90
			LIFEPAK 1000 BATTERY	78.00
			MAGNETIC ERASE BOARD	241.30
		FAMILY CENTER FARM & HOME	KNOCK OUT PLUG PVC	3.87
		PAOLA DO IT BEST HARDWARE	BLACK RUST ENAMEL	32.99
		MISCELLANEOUS POLLY, STEVE	POLLY, STEVE: EPSON PROJEC	180.00
		CITY ELECTRICAL SUPPLY COMPANY	CONDUIT, PLASTIC CONN	139.65
		SMITH'S APPLIANCES	NEW FRIDGE - FIRE HOUSE	750.00
		GERKEN RENT-ALL INC	SCISSOR LIFT RENT	722.00
		WASTE MANAGEMENT	FIRE STATION DUMP HAULS	139.93
		SHI INTERNATIONAL CORP		2,440.56
			TOTAL:	6,169.09
COURSE OPERATIONS	GOLF COURSE	FIRST OPTION BANK	GLOVES	26.00
			GLOVES	27.50
			FUNERAL FLOWERS	72.19
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	9.15
		MIAMI LUMBER INC.	4X8 PLYWOOD	38.00
		ATCO INTERNATIONAL	QUICKIES & TAKE-OFF	187.00
			QUICKIES & TAKE-OFF	114.00
		RURAL WATER DIST. #1	RURAL WATER	18.00
			RURAL WATER	61.22
			RURAL WATER	73.09
		OIL PATCH PUMP & SUPPLY INC	BUSHING PVC 40 2 S X 1-1/4	10.38
		PAOLA DO IT BEST HARDWARE	1LB 3/2 COMBO SCREW	24.58
		VAN WALL	PI TAPE	121.58
		ACE PEST CONTROL LLC GARY COOPER	PEST CONTROL	62.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		DRAPER ERIC	CONFERENCE REIMBURSEMENT	42.99
		MADDEN RENTAL LLOYD MADDEN	PORTABLE TOILET RENTAL	85.00
		APPLIED MAINTENANCE SUPPLIES	PK1 1/4' DR 12 PC SOCKET S	216.67
			ANSI A FA KIT PLAST & PATH	305.34
			EYEWASH STATION	130.86
		STILES MIKE	SEMINAR REIMBURSEMENTS	49.50
		GREATLIFE WARSAW LLC	DECEMBER 2021 CONSULTING F	416.00
		MID-STATES MATERIALS LLC	CORRECTION - WRONG VENDOR	1,910.81-
			FUEL	1,910.81
		MFA OIL COMPANY	FUEL	1,910.81
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	1,169.44
			DEC 2021 - HUMANA	56.90
			DEC 2021 - HUMANA	12.68
		KPERS	KPERS	185.75
			KPERS	185.75
			KPERS	189.30
		EFTPS	DECEMBER PAYROLL TAXES	800.36
		EVERGY	UTILITY SERVICES	910.14
		BIRDS EYE	DRONE FOOTAGE	3,000.00
			TOTAL:	10,512.68
CLUB HOUSE	GOLF COURSE	CITY OF OSAWATOMIE	CMB LICENSE 2022	75.00
		FIRST OPTION BANK	VEGT OIL	7.50
			HOTEL - STILES	332.19
			HOTEL - DRAPER	332.19
		KANSAS DEPT OF REVENUE	NOV 2021 GOLF SALES TAX	89.30
			NOV 2021 GOLF SALES TAX	107.16
			NOV 2021 GOLF SALES TAX	464.35
			DEC 2021 - GOLF SALES TAX	55.61
			DEC 2021 - GOLF SALES TAX	66.73
			DEC 2021 - GOLF SALES TAX	289.14
		KANSAS EMPLOYMENT SECURITY FUN	DECEMBER 2021 - UNEMPLOYME	3.98
		LEAGUE OF KS MUNICIPALITIES	SERVICE GIFT AWARDS	34.24
		MIDWEST DISTRIBUTORS	BEER	180.85
		WAL-MART CAPITAL ONE	BUNS LETTUCE	11.56
			SPONGES & PADS	10.68
			BUNS LETTUCE	6.52
			BUNS LETTUCE CHOC	37.73
		PAOLA DO IT BEST HARDWARE	KOHL TANK TO BOWL BOLTS	10.49
		MISCELLANEOUS SAM INSCORE CONSTRUCTI	SAM INSCORE CONSTRUCTION:D	95.00
		CRAWFORD SALES COMPANY	BEER	289.55
			BEER	233.90
		DISH NETWORK	CABLE SERVICES	134.07
		NPG NEWSPAPERS INC	ADVERTISING GOLF COURSE	295.00
		WASTE MANAGEMENT	CITY REFUSE SERVICE	112.56
		MID-STATES MATERIALS LLC	PROPANE	465.47
			CORRECTION - WRONG VENDOR	465.47-
		HUMANA INSURANCE CO.	DEC 2021 - HUMANA	9.32
		EFTPS	DECEMBER PAYROLL TAXES	152.47
		SRIXON / CLEVELAND GOLF / XXIO	BALL MARATHON 2	298.25
		SYSCO KANSAS CITY, INC.	BRATS, CHICKEN, ONION RING	424.16
			COFFEE	87.65
		CAPITAL ONE TRADE CREDIT - NORTHERN TO	CANDY BARS FOR CLUB HOUSE	195.60
			WATER FOR CLUB HOUSE	6.36
			FOIL CUPS FOR CLUB HOUSE	90.20
			BEER FOR CLUB HOUSE	42.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			PRODUCE	4.81
			BUNS PRODUCE BEEF	<u>31.33</u>
			TOTAL:	4,617.99
ELECTRIC PRODUCTION	CIP - ELECTRIC	EMERALD TRANSFORMER	Transformers	3,240.00
			Transformers	810.00
			Transformers	10,395.00
			Transformers	5,580.00
			Transformers	<u>7,810.00</u>
			TOTAL:	27,835.00
SEWER ADMINISTRATION	CIP - SEWER	BG CONSULTANTS INC	20-1414L WWTP IMPROVEMENTS	14,960.00
			20-1414L WWTP IMPROVEMENTS	12,400.00
		WESTERN CONSULTANTS	WWTP IMPROVEMENTS	<u>3,514.00</u>
			TOTAL:	30,874.00
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	CITY OF OSAWATOMIE	DEC 2021 - FLEX SPENDING	1,335.76
		KANSAS DEPT OF REVENUE	DECEMBER 2021 - STATE TAXE	13,373.03
		GUARDIAN	GUARDIAN INSURANCE	1,005.24
			GUARDIAN INSURANCE	46.21-
		HUMANA INSURANCE CO.	ADJUSTMENT	2,061.32
			DEC 2021 - HUMANA	13,736.28
			DEC 2021 - HUMANA	486.43
		KANSAS PAYMENT CENTER	GARNISHMENT - CHILD SUPPOR	6,499.71
		KPERS	KPERS	116.83
			KPERS	6,406.37
			KPERS	6,339.94
			KPERS	6,257.77
		VANTAGEPOINT TRANSFER	ICMA - 12/03/21 PAYROLL	1,111.29
			ICMA - 12/17/21 PAYROLL	1,109.30
			ICMA	1,088.98
		EFTPS	DECEMBER PAYROLL TAXES	52,237.96
		ATCHISON HOSPITAL ASSOCIATES	GARNISHMENT	911.77
		IL STATE DISBURSEMENT	GARNISHMENT	<u>105.78</u>
			TOTAL:	114,137.55
NON-DEPARTMENTAL	EMPLOYEE BENEFITS	SURENCY LIFE & HEALTH	HRA/FSA DECEMBER 2021	<u>238.50</u>
			TOTAL:	238.50
NON-DEPARTMENTAL	FIRE INSURANCE PRO MISCELLANEOUS	MUKEKU, DANIEL	MUKEKU, DANIEL: FIRE PROCE	<u>18,003.90</u>
			TOTAL:	18,003.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
===== FUND TOTALS =====				
01		GENERAL OPERATING		185,589.40
02		WATER		133,962.87
03		ELECTRIC		283,099.58
04		SEWER		113,110.80
05		REFUSE		31,225.19
06		LIBRARY		910.12
09		INDUSTRIAL PROMOTION		3,942.41
12		STREET IMPROVEMENTS		4,776.19
13		TOURISM		9,100.86
14		PUBLIC SAFETY EQUIPMENT		6,299.08
18		GOLF COURSE		15,130.67
23		CIP - ELECTRIC		27,835.00
24		CIP - SEWER		30,874.00
31		EMPLOYEE BENEFITS		114,376.05
57		FIRE INSURANCE PROCEEDS		18,003.90
-----				
GRAND TOTAL:				978,236.12
-----				

TOTAL PAGES: 22



## SELECTION CRITERIA

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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: 12/01/2021 THRU 12/31/2021  
CHECK DATE: 0/00/0000 THRU 99/99/9999

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PAYROLL SELECTION

PAYROLL EXPENSES: YES  
EXPENSE TYPE: GROSS  
CHECK DATE: 12/01/2021 THRU 12/31/2021

-----  
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   -   2 0 2 1 - D E C  
SIGNATURE LINES: 0

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PACKET OPTIONS

INCLUDE REFUNDS: YES  
INCLUDE OPEN ITEM:NO

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City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	
	Date:	January 27, 2022
City Manager	From:	Mike Scanlon

**RE:** Appointment of EMP 1 & KMEA-Representatives

**RECOMMENDATION:** That the City Council appoint Michael Scanlon as the KMEA Director #2 and for the alternate for EMP1 and appoint Tammy Seamands as the KMEA alternate director.

**DETAILS:** Each EMP1 member city is required to have one representative and one Alternate on its Board. Each representative should be appointed by the City Council and will serve the remaining term.

Currently the appointments are as follows:

Representative: Terry Upshaw expires 4/30/2022  
Alternate: Bret Glendening expires 4/30/2022

Also, according to KMEA's Bylaws, each KMEA member city is required to have two Directors and one Alternate on its Board of Directors. Each Director should be appointed by the City Council and will serve the remaining term.

Currently the appointments are as follows:

Director # 1: Terry Upshaw expires 4/30/2022  
Director #2: Bret Glendening expires 4/30/2022  
Alternate: Mark Govea expires 4/30/2022

KMEA asks that Directors be able to attend KMEA's Board of Directors Meetings in the Spring and Fall.

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



## CERTIFICATE – ALTERNATE

### KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.7 of KMEA's Bylaws.

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

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

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for the term indicated below:

Term expiring \_\_\_\_\_  
Permanent

The above appointed Alternate is **is not** (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate given this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

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

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

## EXCERPT OF BYLAWS OF KANSAS MUNICIPAL ENERGY AGENCY

### ARTICLE V

#### BOARD OF DIRECTORS

---

**Section 5.1. Selection of Directors.** The property and business of the Agency shall be managed by the Board of Directors of the Agency. The Board of Directors shall consist of two (2) Directors for each Member, provided that there shall be not less than seven (7) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than seven (7), each Member shall be represented by the number of Directors which would constitute a Board of Directors of not less than seven (7) Members, provided that each Member shall select the same number of Directors. Each Member must designate the two (2) Directors as “Director-1” and “Director-2”.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors, comprised of those individuals designated as Director-2, shall be selected to a term of one (1) year. **Any Director selected by a Member may be removed at any time by the Member selecting the Director. Each Director so selected shall (a) reside within the territory served by the electric utility of the selecting Member; or (b) be an employee of the selecting Member. Each Director shall meet all other requirements of the Act and the Agreement.** Any such selection (other than a replacement selection) shall occur prior to the annual meeting of the Agency. Written evidence of selection shall be forwarded by the City Clerk or other authorized official of the Member to the Agency in writing prior to the annual meeting. Each Director shall continue in office until a successor is selected in accordance with this **Article V**.

**Section 5.2. Voting Powers.** Each Member shall be entitled to one Director vote on the Board of Directors which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by Director-1 of such Member, if present; if such Director-1 is not present then by Director-2. Other than actions required in **Article XII** hereof, all actions of the Board of Directors shall be made upon affirmative vote of a majority of the Directors entitled to vote and voting on such action.

**Section 5.3. Compensation.** Except as may be specifically authorized by the Board of Directors, no Director shall receive payment from the Agency for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. To the extent that funds are available, the Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency for other than meetings of the Board of Directors pursuant to the Act.

**Section 5.4. Vacancies.** In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure as set forth for the selection of the initial Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

**Section 5.5. Removal or Resignation.** A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

**Section 5.6. Successor Director.** Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

**Section 5.7. Alternates.** Each Member shall designate an Alternate or Alternates for the Director in the same manner as the Directors are designated. In the event any Director is unable to attend a meeting, any duly appointed Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of such Alternate or Alternates. In the event neither Director designated by the Member is present, the Alternate may vote on behalf of such Member unless the governing body of the Member has specifically prohibited the Alternate from voting on the Member’s behalf. If more than one Alternate is designated by the Member, the governing body shall specify in its designation the order in which the Alternates shall have voting rights on behalf of the Member.



## CERTIFICATE – DIRECTOR-1

### KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Osawatomie, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 27th day of January, 2022; and

Name:	<u>Terry Upshaw</u>	Title:	<u>Director of Utilities</u>
Address:	<u>PO Box 37</u>		
City:	<u>Osawatomie</u>	State:	<u>KS</u>
		Zip Code:	<u>66064</u>
Office Phone:	<u>913-755-6800</u>	Cell Phone:	<u>913-731-1269</u>
		Fax:	<u>913-755-4164</u>
Email Address:	<u>TUpshaw@osawatomieks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2022 and expiring April 30, 2024.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 27th day of January, 2022.

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

Osawatomie, Kansas



## CERTIFICATE – DIRECTOR-2

### KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-2** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Osawatomie, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 27th day of January, 2022; and

Name:	<u>Bret Glendening</u>	Title:	<u>Deputy City Manager</u>
Address:	<u>PO Box 37</u>		
City:	<u>Osawatomie</u>	State:	<u>KS</u>
		Zip Code:	<u>66064</u>
Office Phone:	<u>913-755-2146</u>	Cell Phone:	<u>913-731-8954</u>
		Fax:	<u>913-755-4164</u>
Email Address:	<u>BGlendening@osawatomieks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2022 and expiring April 30, 2024.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 27th day of January, 2022.

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

Osawatomie, Kansas



City of  
Osawatomie

## Public Service Application

(one application per committee)

Name: KATARZYNA (KATHRYN) M. STRUCKHOFF

Physical Address: 604 17th ST. OSAWATOMIE

Mailing Address (if different): \_\_\_\_\_

City, State, Zip: OSAWATOMIE, KS 66064

Cell: 913-731-3741 Work: 913-755-3811 E-Mail: kstruckhoff@firstoptionbank.com

Place of Employment: FIRST OPTION BANK Position: Assistant Branch Manager/Quality Control Officer

Product or services rendered by employer: \_\_\_\_\_

Brief description of job duties/responsibilities: \_\_\_\_\_

Spouse's place of employment: US ARMY Position: Master Sergeant

Product or Service rendered by spouse's employer: \_\_\_\_\_

Committee, Board, Commission, Task Force or other position to which you wish to be appointed:

Osawatomie Public Library Board Member

Why do you wish to serve in this position? I would like the opportunity

to serve our community and promote and support

our Public Library and its programs.

Have you served on any other board, committee, commission or in an elected position with the City? If yes, please state your experience as a member: No

Do you or your spouse have any monetary interest, direct or indirect, in any pending or incomplete transaction or contract to which the City is, or is to be, a party? If yes, please explain: No

By signing below, I understand that the above information I have voluntarily provided is to be used solely for the purpose of the background check. I do hereby affirm that I am currently a registered voter in the city of Osawatomie, Kansas. I reside in Ward No. 3.

Kathryn Struckhoff  
Signature

01-26-2022  
Date

### PLEASE RETURN TO CITY CLERK

439 Main Street

PO Box 37, Osawatomie, KS 66064

[ozcity@osawatomieks.org](mailto:ozcity@osawatomieks.org)

OFFICE USE ONLY			
Received: _____	Council Approval Date: _____	Letter of Approval: _____	
Signed: _____	Term Expiration Date: _____	Letter of Non-Approval: _____	

410215



## City of Osawatomie

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

**RE:** Execution of the Solar Development Agreement.

**RECOMMENDATION:** Review Resolution 952

**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 13<sup>th</sup> 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 27<sup>th</sup>. 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. 952**

**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 27<sup>th</sup>, 2022.

**PASSED AND ADOPTED** by the Governing Body of the City of Osawatomie, Kansas this 27<sup>th</sup> 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

**SOLAR DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF OSAWATOMIE, KANSAS  
AND  
EVERGY KANSAS CENTRAL, INC. REGARDING  
A PROPOSED SOLAR FACILITY NEAR OSAWATOMIE STATE HOSPITAL**

**1. PURPOSE.**

This Solar Development Agreement (SDA) dated January 27, 2022 (the “**Effective Date**”) is entered into by and between the City of Osawatomie, Kansas (the “**City**”) and Evergy Kansas Central, Inc. (“**Evergy**”) (each a “**Party**” and collectively referred to as the “**Parties**”) for the purpose of supplementing the Memorandum of Understanding (MOU) effective November 11, 2021, and further defining the roles and responsibilities of each Party.

**2. BACKGROUND.**

The development project offered by Evergy in the MOU includes a solar array development with a possible battery energy storage system (BESS) as an option (the “**Project**”), will be owned, operated, and maintained by Evergy and installed on City-owned property. The City will purchase power from the Project and will have the opportunity to purchase the Project at designated times throughout the solar power purchase and sale agreement term.

The Parties continue to work on improving their mutual energy resiliency and sustainability for their electric utility operations. As a result, the Parties endeavor to minimize the cost per megawatt hour (MWh) and the total overall Project cost. In order to do so, the Parties agree that increasing the total net production demand of the facility from an initial 2 megawatts (MW) to 3 MW.

**3. UNDERSTANDING OF THE PARTIES.**

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

4. POINTS OF CONTACT. The following are the points of contact for this SDA:

**Evergy Kansas Central, Inc.:**

Name: Brandon Sack

Title: Clean Energy Development Manager

Email: [Brandon.Sack@evergy.com](mailto:Brandon.Sack@evergy.com)

With additional notice to:

Name: Legal dept.

Email: [Lance.Miller@evergy.com](mailto:Lance.Miller@evergy.com)

**City of Osawatomie:**

Name: Bret Glendenning

Title: Deputy City Manager

Email: [bglendenning@osawatomieks.org](mailto:bglendenning@osawatomieks.org)

5. EFFECTIVE DATE.

The Parties shall have executed this SDA as of the last date indicated in the signature lines below (the “*Effective Date*”).

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers thereunto and the respective corporate seals will be affixed next to their signature the day and year of signing.

**CITY OF OSAWATOMIE, KANSAS**

**EVERGY KANSAS CENTRAL, INC.**

\_\_\_\_\_

\_\_\_\_\_

Name: Nick Hampson

Lloyd Jackson

Title: Mayor, City of Osawatomie

Sr. Director Power Marketing

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Legal Form	
LAM	12/21/2021
Evergy Legal	



## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	9.B
	Date:	January 25, 2022
City Manager	From:	Mike Scanlon

**RE:** Resolution 945 – Resolution of the City of Osawatomie, Kansas reestablishing the Tourism Committee and modifying powers and responsibilities.

**RECOMMENDATION:** That the City Council approve Resolution 945. This Resolution was presented to the City Council on December 9, 2021. The City Council was asked to provide any comments or changes they felt appropriate and directed the City Manager to bring Resolution 945 back for final consideration on January 27, 2022.

### **DETAILS AND BACKGROUND:**

- By Charter Ordinance 15 the City established a Tourism Committee (See attached).
- By Resolution 664 a set of guidelines for appointed advisory bodies was approved by the City Council. (See attached)
- By Resolution 669 powers and responsibilities were delegated to the Committee. (See attached)
- By Resolution 936 the City Council identified four signature events and the reestablishment and appointment of a Tourism Committee. (See attached)

*Councilmember Macek has shared his questions and concerns about Resolution 664 which is not up for discussion tonight but can be placed on a future Agenda.*

## **RESOLUTION NO. 945**

### **A RESOLUTION REESTABLISHING THE TOURISM COMMITTEE AND MODIFYING POWERS AND RESPONSIBILITIES.**

**WHEREAS**, Osawatomie Charter Ordinance No. 10 authorizes a transient guest tax levy of up to six percent upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations to provide funding for the promotion of tourism in Osawatomie; and

**WHEREAS**, Osawatomie Charter Ordinance No. 15 exempts the City of Osawatomie from the provision of K.S.A. 12-1695, which relate to the Tourism Committee, providing substitute provisions on the same subject, and repealing all ordinances or parts of ordinances in conflict therewith and repealing Charter Ordinance No. 7; and

**WHEREAS**, Resolution 669 establishing the Tourism Committee and delegating powers and responsibilities has never been implemented since its passage in June 2013; and

**WHEREAS**, Resolution 936 directs the City Manager to implement the four organizational and community realignment steps outlined in the Document “Osawatomie 4.0 -- Downtown;” and

**WHEREAS**, the input of citizens, business owners, and other individuals in the community is important to creating a comprehensive strategy for the promotion and marketing of Osawatomie to visitors and citizens alike;

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

**SECTION ONE:** There is hereby created a committee of the City to be known as the Tourism Committee.

**SECTION TWO:** In accordance with the Governing Body’s policies on the appointments to advisory bodies, the Governing Body shall appoint seven members to the Committee. The Tourism Committee shall consist of at least one representative from each of the Signature Events. Each member shall be a resident, property owner, business owner/operator in the 66064 zip code. The Committee’s membership shall also include three ex-officio members: one Council member, who shall be appointed as a liaison, the City Manager, or his or her designee, and the Executive Director of the Osawatomie Chamber of Commerce.

Each Committee member shall be appointed to a term of two years; provided, that of those first appointed to the Committee, four shall have a term expiring at the end of 2023 and three shall have a term expiring at the end of 2024. Following initial appointment, members shall serve a term of two years beginning on January 1 of the appointed year.

In the case of a vacancy on the Committee, it shall be filled by appointment for the unexpired term only and according to the resolution on advisory board appointments (**Resolution 664**). Committee members shall serve until resignation or replacement on the Committee.





**RESOLUTION NO. 945 — continued**

**Page 2**

**SECTION THREE:** The Committee shall meet at least four times per year, or more often as deemed necessary by the Committee Chairman or at least three of the Committee members. The Committee will meet with the Signature Event sponsoring committees at least twice a year (one meeting previous to the event and at one meeting post event). The Committee shall also meet when called upon by the City Council or City Manager to consider a special issue.

Within the guidelines of the Governing Body's resolution for advisory bodies, the Committee shall choose its own officers, determine the time and place for its meetings. And follow the model meeting code known as the "Code of Procedure for Kansas Cities," Third Edition (2017). The Committee shall also provide the City Clerk with adequate notice of the date and time of its next meeting and agenda and with copies of the minutes of its proceedings. A majority of its duly appointed committee shall constitute a quorum for the transaction of its business.

The role of the Tourism Committee shall include (1) provide support to Signature Event Committees (2) make recommendations to the Governing Body on tourism and marketing policies; (3) assist in developing a strategic tourism and marketing plan for the City; (4) review and make recommendations on the expenditure of transient guest tax revenues collected by the City; (5) provide input and review of the City Manager's submitted budget related to signature events which shall occur annually before July 1st.

**SECTION FOUR:** 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 27th day of January, 2022, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

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Nick Hampson

Mayor

(SEAL)

ATTEST:

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Tammy Seamands

City Clerk

**Resolution 664**  
**Rewrite and Concerns/Thoughts**

**Page one: 3rd Whereas rewrite:** Whereas, each member of the Governing body is charged with the responsibility of recommending persons to serve as members of the advisory bodies to be voted on and approved.

*Everyone should be tasked with recommending persons for our boards. It shouldn't be left up to one person to do.*

**Section One:** Indicates that the term “advisory body” includes separate event boards.

**Section Two:** Indicates that these boards need to turn in minutes from their meetings and attendance.

*To our knowledge, this has never been done. Is this something the events need to do? If so, does this include subcommittees such as; parade board, car show, and others?*

**Section Three B:** With technology today, physical meetings aren't necessarily required. Do we need to change physical attendance with participation? (Responses to emails, etc.)

**Section Four: Rewrite:** *At any time, the majority or a quorum of an advisory board may petition the Governing Body for the removal of any member that is absent for three or more consecutive meetings without cause, lack of participation, or disruption.*

**Section Seven:** Refers to term limits, expressed before, in resolution 669 Section 2, there may not be additional interest to have terms. There is also a concern of lack of consistency in the events if boards are continually changing members.

## CHARTER ORDINANCE NO. 15

A CHARTER ORDINANCE EXEMPTING THE CITY OF OSAWATOMIE, KANSAS FROM THE PROVISIONS OF K.S.A. 12-1695, WHICH RELATE TO THE TOURISM COMMITTEE, PROVIDING SUBSTITUTE PROVISIONS ON THE SAME SUBJECT, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND REPEALING CHARTER ORDINANCE NO. 7.

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

SECTION ONE: That the City of Osawatomie, Kansas, a Mayor-Council-Manager City, being a City of the second class, by the power vested in it and conferred upon it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to and does exempt itself from and makes inapplicable to it K.S.A. 12-1695, which statute is not uniformly applicable to all cities, and hereby elects to provide substitute and additional provisions as herein recited.

SECTION TWO: In lieu of the provisions set forth in K.S.A. 12-1695, which the Governing Body shall create by ordinance or resolution a Tourism Committee to make recommendations concerning the programs and expenditures for promotion of conventions and tourism.

SECTION THREE: That Charter Ordinance No. 7 and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION FOUR: That this Ordinance shall be published once each week for two (2) consecutive weeks in the official City newspaper.

SECTION FIVE: That this is a Charter Ordinance and shall take effect sixty-one (61) days after its final publication but should a petition, signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted in the last proceeding regular city election, be filed in the office of the City Clerk, demanding that such an ordinance be submitted to a vote of the electors, it shall not take effect until submitted to a referendum and approved by a majority of the electors voting thereon, as provided by Article 12, Section 5 of the Constitution of the State of Kansas.

PASSED AND ADOPTED by the Governing Body of the City of Osawatomie, Kansas, not less than (2/3s) of the members thereof voting in favor of said Ordinance, this 14th day of March, 2013.

Approved and signed by the Mayor this 14th day of March, 2013.

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Philip Dudley, Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

APPROVED AS TO FORM:

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Richard S. Wetzler, City Attorney

RESOLUTION NO. 669

A RESOLUTION ESTABLISHING THE TOURISM  
COMMITTEE AND DELEGATING POWERS AND  
RESPONSIBILITIES.

WHEREAS, the Osawatomie Charter Ordinance No. 10 authorizes a transient guest tax levy of up to six percent upon the gross rental receipts derived from or paid by transient guests for lodging or sleeping accommodations to provide funding for the promotion of tourism in Osawatomie; and

WHEREAS, the receipts derived from the transient guest tax are to be expended to promote economic development, conventions and tourism and related expenditures and such other purposes as may be determined by the Governing Body; and

WHEREAS, the Governing Body wishes to officially establish and recognize a Tourism Committee which is responsible for making recommendations concerning tourism programs and expenditures for promotion of conventions and tourism; and

WHEREAS, the input of citizens, business owners, and other individuals in the community is important to creating a comprehensive strategy for the promotion and marketing of Osawatomie to visitors and citizens alike;

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

**SECTION ONE:** There is hereby created a committee of the City to be known as the Tourism Committee hereinafter called the "Committee".

**SECTION TWO:** In accordance with the Governing Body's policies on the appointments to advisory bodies, the Governing Body shall appoint five members to the Committee. Each member shall be a resident of the City, own property within the City, or own or operate a retail storefront business within the City. The Committee's membership shall also include three ex-officio members: one Council member, who shall be appointed as a liaison, the City Manager, or his or her designee, and the Executive Director of the Osawatomie Chamber of Commerce.

Each Committee member shall be appointed to a term of two years; provided, that of those first appointed to the Committee, two shall have a term expiring at the end of 2013 and three shall have a term expiring at the end of 2014. Following initial appointment, members shall serve a term of two years beginning on January 1 of the appointed year.

In the case of a vacancy on the Committee, it shall be filled by appointment for the unexpired term only and according to the resolution on advisory board appointments. Committee members shall serve until resignation or replacement on the Committee; however, when a member of the Committee has served two consecutive full terms, that member shall not be eligible for reappointment until they have vacated the position for one full term.

**SECTION THREE:** The Committee shall meet at least four times per year, or more often as deemed necessary by the Committee Chairman or at least three of the Committee members. The Committee shall also meet when called upon by the City Council or City Manager to consider a special issue.

Within the guidelines of the Governing Body's resolution for advisory bodies, the Committee shall choose its own officers, determine the time and place for its meetings, and make its own procedural rules. The Committee shall also provide the City Clerk with adequate notice of the date and time of its next meeting and agenda and with copies of the minutes of its proceedings. A majority of its duly appointed committee shall constitute a quorum for the transaction of its business.

Upon the first meeting of the Committee after the passage of this ordinance, and at the first meeting of the Committee after January 1 in each subsequent year, the Committee shall elect from among its members a Chairperson, a Vice-Chairperson and a Secretary. The Chairperson shall be responsible for conducting the meetings, and the Vice-Chairperson shall conduct meetings in the Chairperson's absence. The Secretary shall be responsible for recording attendance and the minutes of the Committee.

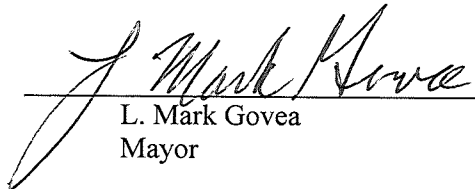
**SECTION FIVE:** It shall be the mission of the Committee to promote tourism, attract visitors, and market the community to increase the public awareness of Osawatomie within the county, region and state.

**SECTION SIX:** The Committee is hereby empowered to: (1) make recommendations to the Governing Body on tourism and marketing policies; (2) to assist in developing a strategic tourism and marketing plan for the City; (3) review and make recommendations on the expenditure of transient guest tax revenues collected by the City. When assigned a specific issue by the City Council or City Manager, the Committee will develop a report and recommendation to the requesting entity on a time table to be coordinated by the City Manager.

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

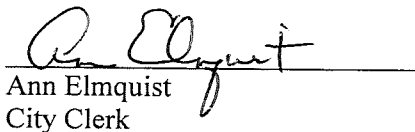
**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 27<sup>th</sup> day of June, 2013, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

  
\_\_\_\_\_  
L. Mark Govea  
Mayor

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Ann Elmquist  
City Clerk

RESOLUTION NO. 664

A RESOLUTION ESTABLISHING GUIDELINES FOR ADVISORY BODIES  
APPOINTED BY THE GOVERNING BODY OF OSAWATOMIE; FURTHER  
REPEALING RESOLUTION NO. 299 AND ANY RESOLUTION OR PART  
OF ANY RESOLUTION IN CONFLICT WITH THIS RESOLUTION

WHEREAS, the Governing Body of the City of Osawatomie has established various boards, committees, commissions and task forces, herein after referred to as "advisory bodies," to serve the community and aid the Governing Body in its decision making; and

WHEREAS, the Governing Body believes that input from residents, businesses or other individuals or companies that have a personal or economic interest in the long-term viability of the City of Osawatomie is critical to the planning and success of the community; and

WHEREAS, the Mayor is charged with the responsibility of recommending the persons to serve as members of the advisory bodies subject to approval by the Governing Body; and

WHEREAS, the Governing Body deems it in the best interest of the City to establish a procedure regarding appointment to such advisory bodies in order to ensure fairness, equal representation and accountability in the selection of representatives; and

WHEREAS, the Governing Body believes it should establish the expectations and responsibilities of all members of advisory bodies to the City in order to respect the time and commitment of all individuals that volunteer to serve the City in such a capacity;

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

SECTION ONE: The Governing Body shall use the following terms to provide direction in the naming of any new advisory body. However, when names are specifically provided by statute for advisory bodies, the Governing Body should follow the statutes in so naming.

- A. The term "advisory body" is used to define all boards, committees, commissions and task forces that are created or appointed by the Governing Body, whether or not their function is primarily advisory or not.
- B. The term "board" is to be used to name an advisory body to the Governing Body that may or may not have a grant of statutory power from the State of Kansas, but is responsible for making rulings or interpretations on behalf of the Governing Body.
- C. The term "commission" is to be used to name an advisory body to the Governing Body that may or may not have a grant of statutory power from the State of Kansas, but oversees the specific operation of City activity and may make operational decisions as a part of those duties.
- D. The term "committee" is to be used to name an advisory body to the Governing Body that has been established indefinitely to continually perform its duties and provide recommendations to the Governing Body.
- E. The term "task force" is to be used to name an advisory body to the Governing Body that has a specific purpose and a date certain to fulfill its appointed tasks.

SECTION TWO: Unless otherwise specified by the authorizing statute, ordinance or resolution, each advisory body shall elect from its membership a chairman, vice-chairman or secretary from its membership.



- A. The secretary shall be responsible for recording the activities of that particular advisory body. One of the duties of the secretary shall be to record those members present and absent at each meeting.
- B. The chairman of each body shall be responsible for ensuring that the City Clerk is provided with approved minutes from each meeting within two weeks of their approval by that body.
- C. In select cases and in the case of the Planning Commission and Board of Zoning Appeals, the City Manager will designate a staff member as a clerk to the Board that will be responsible for recording minutes and attendance, as well as providing them to the City Clerk upon approval.

SECTION THREE: Every January, each secretary of each board, committee, or commission shall file with the body's chairman an attendance report of every member. Such attendance report shall then be forwarded to the City Clerk with such additional information concerning attendance as may be deemed appropriate.

- A. Each year, after January 1 and prior to the reappointment of Committee members, the City Clerk shall report to the Governing Body the number of times each advisory body has met in the previous year and the attendance of each member. Upon receipt, the Governing Body will review the attendance of all advisory body members during the previous year.
- B. Any member of any advisory body that was absent for three consecutive meetings or was not in attendance for at least fifty (50) percent of all meetings, shall be reviewed by the Governing Body. Such members shall not be eligible for reappointment unless the Governing Body can be shown that those absences were created by unforeseen circumstances that have been corrected.

SECTION FOUR: At any time, the majority or a quorum of an advisory body may petition the Governing Body for the removal of any member that was absent for three or more consecutive meetings. Unless otherwise specified by statute or ordinance and upon two-thirds majority vote, the Governing Body may remove a member of an advisory board at any time, with or without a recommendation for the advisory body and with or without cause.

SECTION FIVE: The general public shall be notified of openings on all advisory bodies appointed by the Governing Body.

- A. Appointments to advisory bodies will be based upon applications filed with the City Clerk, which will be kept for a period of one calendar year.
- B. Members of the public are encouraged to download or request a copy of the public service application from the City's website, or to obtain a copy from City Hall. Applications may be returned via email, fax, mail or in person to the City Clerk's office.
- C. Advisory bodies are encouraged to provide a recommendation from among any individuals expressing interest in an appointment; however, no such recommendation will be considered by the Governing Body without a complete public service application from the prospective member.
- D. All incumbent board members who wish to be considered for reappointment shall submit a public service application—reappointments are not automatic.

SECTION SIX: Each year when annual appointments are re-appointments are to be made, or at any time during the year, when there is one or more vacancy on an advisory body, the City Clerk will provide a public announcement through the City's website and other media outlets announcing vacancies.

- A. The Governing Body will review the public service applications provided by the City Clerk as a part of the regular council meeting packet, or with a minimum of 48 hours prior to consideration of those appointments at a special council meeting.
- B. When considering the appointments, the Mayor and each Governing Body member may nominate one person each for each vacancy. The Governing Body will vote from these nominations, along with any

compliant recommendation of the advisory body, to serve on the advisory body. The Mayor and each member of the Governing Body shall have one vote for each position filled. The person receiving the highest number of votes is thereby appointed to the Committee.

- C. When more than two positions are being considered and different positions with different lengths of terms are considered at the same time, the person receiving the highest number of votes will receive the longer term, and the second highest the next longest term, and so on. When a person is filling a mid-term vacancy, the term of office on the advisory body shall be for the remaining term of their predecessor whose term they are completing.

SECTION SEVEN: When a member of an advisory body has served for a period of two consecutive full terms on a particular advisory body, that member shall not be eligible for reappointment until they have vacated the position for one full term.

SECTION EIGHT: Any new advisory body of the Governing Body shall be created through an official authorizing action of the Governing Body which specifically describes and sets forth the mission and assignment of this advisory body.

SECTION NINE: All persons appointed to any advisory body of the City shall be required to abide by the all the statutes and regulations of the City, including all financial and ethics policies, in the performance of their duties. All such violations shall be reported to the City Manager or the City Attorney. After a review that determines such a violation likely occurred, the violation will be forwarded to the Governing Body for censuring or removal of the advisory body member.

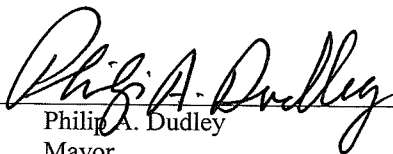
SECTION TEN: Resolution No. 299 and all other resolutions that are in conflict with this Resolution are hereby repealed.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 14th day of March, 2013, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.



Ann Elmquist  
City Clerk

  
Philip A. Dudley  
Mayor

## RESOLUTION NO. 936

### A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS DIRECTING THE CITY MANAGER TO IMPLEMENT THE FOUR ORGANIZATIONAL AND COMMUNITY REALIGNMENT STEPS OUTLINED IN THE DOCUMENT “OSAWATOMIE 4.0 – DOWNTOWN.”

#### BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS AS FOLLOWS:

**WHEREAS**, the City of Osawatomie, Kansas has identified economic development as one of five important goals for the community; and

**WHEREAS**, City staff has identified four organizational and community realignment steps to immediately implement; and

**WHEREAS**, it is the intent of City Staff to produce and present another document called “Osawatomie 4.0 – Housing” at the November 18, 2021 City Council meeting to meet the challenge of goal four (4) “creating and building housing of all types.”

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

**SECTION ONE:** The Governing Body of the City of Osawatomie, Kansas directs the City Staff to immediately implement the four organization and community realignment steps outlined in the Osawatomie 4.0 – Downtown Document which includes

1.	We transition the Chamber Board into looking like the Library Board. Chamber Director becomes the City’s Business Liaison. We need to create the ability to recruit and retain leadership for this position. We are already funding this position at \$30,000 and increasing our contribution to \$42,500 (+ membership and partnerships) guarantees our ability to recruit and retain. We need to stabilize this position to help us with business recruitment and retention.
2.	We bring back the Tourism Committee that the city once had. We need to create a set of events – some by us and <b><u>some done by outsiders</u></b> that bring people into our community. We need to lock in four large events that hit on 1-3 above. We need to have a 3-, 5-, 10-year plan for <b><u>Lights on the Lake (LOTL), JB Jamboree (2.0), Freedom Festival and Border War BBQ Contests.</u></b> We believe each creates unique opportunities to draw people to our community – but we have to fund and commit. We also have to understand that these become <b>SIGNATURE EVENTS</b> that we market together for sponsorships. We need to enhance and expand our reach. We need to budget \$100,000 annually (funded by \$33,000 in City Contributions and \$67,000 in Outside Contributions)
3.	We need to embrace arts as a means of attracting people to our community. Building murals are a start but we need to be more daring than those around us in order to differentiate ourselves. For example -- Troll on the Levy - Troll on the Trail - Troll in the Park – Troll Downtown (Low cost – community builds).

<b>4.</b>	Think of downtown collectively as an “Event and Community Gathering Space” and outline a strategic development plan based on OZCommons Final Plan recommendations.
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**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 28<sup>th</sup> day of October, 2021, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

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L. Mark Govea, Mayor

(SEAL)

ATTEST:

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Tammy Seamands, City Clerk



## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	9.C.
	Date:	1/27/2022
Deputy City Manager	From:	Bret Glendening

**RE:** Authorize Staff to Execute 2022/2023 Street Design Contract.

**RECOMMENDATION:** Approve Resolution 963

**DETAILS:** BG Consultants has prepared and submitted an agreement to design the streets that were approved in Resolution 931 for construction during 2022 and 2023. Design costs for all projects is \$760,500. Additionally, the cost associated with construction observation for the projects in 2022 is \$120,000.

Schedule is as follows:

<b>2022 Let Projects:</b> <ul style="list-style-type: none"> <li>• Main Street Terrace (18<sup>th</sup> Street to 16<sup>th</sup> Street)</li> <li>• Walnut Avenue (6<sup>th</sup> Street to 4<sup>th</sup> Street)</li> <li>• 18<sup>th</sup> Street (Main Street to Brown Avenue)</li> </ul>	
<b>Estimated Project Schedule</b>	
<b>Task</b>	<b>Estimated Completion Date</b>
Notice to Proceed	January 2022
Survey	March 2022
Field Check (50% Complete)	May 2022
Final Check (90% Complete)	July 2022
Final Plans	August 2022
Bid Letting	August 2022
Construction Contract Award	September 2022
Notice to Proceed for Construction*	October 2022

\*The Schedule is dependent on construction contract award and contractor availability to complete work.

<b>2023 Let Projects:</b> <ul style="list-style-type: none"> <li>• Brown Avenue (12<sup>th</sup> Street to 7<sup>th</sup> Street)</li> <li>• 6<sup>th</sup> Street (Lincoln Avenue to Kelly Avenue)</li> </ul>	
<b>Estimated Project Schedule</b>	
<b>Task</b>	<b>Estimated Completion Date</b>
Notice to Proceed	January 2022
Survey	July 2022
Field Check (50% Complete)	October 2022
Final Check (90% Complete)	December 2022
Final Plans	January 2023
Bid Letting	February 2023
Construction Contract Award	March 2023
Notice to Proceed for Construction*	April 2023

\*The Schedule is dependent on construction contract award and contractor availability to complete work.

Related Statute / City Ordinances	931, 957, 958
Line-Item Code/Description	N/A
Available Budget:	\$860,500

**RESOLUTION NO. 963**

**A RESOLUTION OF THE CITY OF OSAWATOMIE, KANSAS AUTHORIZING CITY STAFF TO EXECUTE A DESIGN AGREEMENT FOR THE 2022 AND 2023 STREET IMPROVEMENTS.**

**WHEREAS**, the City of Osawatomie, Kansas has identified maintaining and rebuilding streets has one of five important goals for the community; and

**WHEREAS**, City staff has identified street priorities for future years; and

**WHEREAS**, it is the intent following the November 2, 2021 election to begin the funding and development of plans for the street projects shown in the 2022 and 2023 years.

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

**SECTION ONE:** The Governing Body of the City of Osawatomie, Kansas authorizes and directs the City Staff to enter into an agreement for the design and/or construction observation services for the following streets:

- 2022: Main Street Terrace from 18<sup>th</sup> Street to 16<sup>th</sup> Street;
- 2022: Walnut Avenue from 6<sup>th</sup> Street to 4<sup>th</sup> Street;
- 2022: 18<sup>th</sup> Street from Main Street to Brown Avenue;
- 2022: Brown Avenue from 18<sup>th</sup> Street to 16<sup>th</sup> Street;
- 2023: Brown Avenue from 12<sup>th</sup> Street to 7<sup>th</sup> Street;
- 2023: 6<sup>th</sup> Street from the northern city limits to the southern city limits;

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 27<sup>th</sup> day of January, 2022, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

Nick Hampson, Mayor

(SEAL)

ATTEST:

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Tammy Seamands, City Clerk



## AGREEMENT CONSULTANT-CLIENT

**THIS AGREEMENT** made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and Osawatomie, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2022/2023 Street Improvements
Main St. Terr. (18 <sup>th</sup> to 16 <sup>th</sup> ); Walnut Ave. (6 <sup>th</sup> to 4 <sup>th</sup> ); 18 <sup>th</sup> St. (Main St. to Brown Ave); Brown Ave (12 <sup>th</sup> to 7 <sup>th</sup> ); 6 <sup>th</sup> St. (Lincoln to Kelly) - Osawatomie, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

### SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

## SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 SCOPE OF SERVICES: The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

### 2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Diane Rosebaugh, P.E.
Address:	1405 Wakarusa Drive
	Lawrence, Kansas 66049
Phone:	(785) 747-4474

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.



- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

## **SECTION 3 – CLIENT RESPONSIBILITIES**

### **3.1 GENERAL DUTIES AND RESPONSIBILITIES**

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Bret Glendening, Deputy City Manager  
 Address: 439 Main Street  
Osawatomie, KS 66064  
 Phone: (913) 755-2146

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Bret Glendening, Deputy City Manager  
 Address: 439 Main Street  
Osawatomie, KS 66064  
 Phone: (913) 755-2146

## SECTION 4 – PAYMENT

### 4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a Lump Sum Fee according to **Exhibit 2** of this Agreement. The Lump Sum Fee for this project is a total of Seven Hundred and Sixty Thousand, Five Hundred and NO/100 (\$760,500.00) Dollars plus reimbursable expenses as outlined in **Exhibit 2** and for the Scope of Services as shown in

**Exhibit 1, Items A, B, D, and E** of this Agreement. Payment of the Lump Sum Fee and reimbursables shall be made by the CLIENT according to the schedule and upon completion of work as shown in **Exhibit 2**. The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **One Hundred and Twenty thousand and NO/100 (\$120,000.00) Dollars**. This fee is based on the scope of Services outlined in **Exhibit 1, Item F** of this Agreement. Other methods of compensation are allowed only after written approval by both parties to this Agreement. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.

- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of BG Consultants, Inc. standard hourly rate schedule in effect at the time of services, unless stated otherwise in a properly executed addendum to this contract for Additional Services. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses plus ten (10) percent shall be included in the total estimate of cost for this project and as shown in **Exhibit 2**. Total estimated cost is calculated as Lump Sum plus reimbursable expenses plus ten (10) percent. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.
- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall state the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and

CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.

- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, and an hourly or lump sum fee adjustment. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the mutually agreed adjustment to the CONSULTANT's fee. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

## SECTION 5 – MUTUAL PROVISIONS

### 5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.

5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

## 5.2 DISPUTE RESOLUTION

5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

## 5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

## 5.4 INDEMNIFY AND HOLD HARMLESS

5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand, or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.

5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and

against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.

- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

## 5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

## 5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

## 5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

## 5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## 5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which

damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

**CONSULTANT:**

**CLIENT:**

**BG Consultants, Inc.**

By: Paul C. Owings

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

Printed Name: Paul Owings, P.E.

Printed Name: \_\_\_\_\_

Title: Project Manager

Title: \_\_\_\_\_

END OF CONSULTANT-CLIENT AGREEMENT



## **EXHIBIT 1**

### **SCOPE OF SERVICES**

The Scope of Services described in this Exhibit 1 is for the 2022/2023 Street Improvement Projects:

- Main Street Terrace (18<sup>th</sup> Street to 16<sup>th</sup> Street)
- Walnut Avenue ( 6<sup>th</sup> Street to 4<sup>th</sup> Street)
- 18<sup>th</sup> Street (Main Street to Brown Avenue)
- Brown Avenue (12<sup>th</sup> Street to 7<sup>th</sup> Street)
- 6<sup>th</sup> Street (Lincoln Avenue to Kelly Avenue)

in Osawatomie, Kansas, hereinafter referred to as “PROJECT”.

#### **A. DESIGN PHASE SERVICES**

**CONSULTANT will provide the following DESIGN PHASE SERVICES.**

1. Receive any available information from CLIENT applicable to the PROJECT.
1. CONSULTANT will perform design of the PROJECT to prepare construction plans and project special provisions referencing the latest edition of the following design guides and specifications at the time of design:
  - a. A Policy on Geometric Design of Highways and Streets published by AASHTO.
  - b. Road Design Manual published by KDOT.
  - c. Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Admin.
  - d. Standard Specifications for State Road and Bridge Construction, 2015 Edition and applicable Special Provisions prepared by KDOT.
2. Perform a topographic survey of the PROJECT locations. The survey will also set at least two horizontal control points and two benchmarks outside of the anticipated construction limits at each of the five (5) sites.
3. Research road right-of-way records for the PROJECTS.
4. Receive information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. Existing utilities that are marked at the time of the topographic survey may be included in the topographic survey.
5. Perform engineering design of street improvements. CONSULTANT and CLIENT anticipate the street improvements will primarily include the following:
  - a. Horizontal and vertical alignment of the street reconstructions.
  - b. Typical pavement section(s), surfacing details, and patching details.
  - c. Intersection details.
  - d. Entrance and driveway details.
  - e. Storm sewer.
  - f. Pavement marking and permanent signing improvements.
  - g. Cross sections and earthwork balance.
  - h. Traffic control.
6. Perform hydrology and hydraulic analysis of storm water conveyance infrastructure improvements included in the PROJECT. CLIENT acknowledges existing storm water conveyance features may be present within and/or adjacent to the PROJECT area which may have insufficient capacity and may not be included in the PROJECT design scope of services. CLIENT acknowledges that the

CONSULTANT's hydrologic and hydraulic analysis services are limited to the storm water conveyance features included in the PROJECT design scope of services.

7. Prepare construction plans to a Field Check stage (approximately 50% complete status). Submit Field Check construction plans to CLIENT for review and comment.
8. Attend one (1) Field Check meeting at the PROJECT to discuss the design status for the planned 2022 Let projects and one (1) Field Check meeting at the PROJECT to discuss the design status for the planned 2023 Let projects. Attend monthly progress meetings during the design phase either virtually or on site with CLIENT.
9. After the Field Check meetings:
  - a. Prepare a Storm Water Pollution Prevention Plan (SWPPP).
  - b. Prepare a Permanent Seeding Plan.
  - c. Perform traffic engineering design for permanent signing and pavement marking improvements.
  - d. Prepare a temporary traffic control plan which could be used by the Contractor as a general guide to traffic control during construction of the PROJECT.
  - e. Incorporate KDOT Standard Drawings into the construction plans.
  - f. Compute estimated quantities of work utilizing standard KDOT bid items.
10. After the Field Check meeting, CONSULTANT will address CLIENT's review comments and process the following stages of construction plan reviews through the CLIENT: Final Check and Letting plans.
11. Assist the CLIENT with compiling a list of known utilities in the PROJECT limits and summarizing utility adjustment coordination for CLIENT records. Provide one set of construction plans to each utility owner known to have utility infrastructure located within the PROJECT limits.
12. Prepare the permit application and applicable exhibits for known permits required for construction. CONSULTANT will deliver permit application(s) to CLIENT for CLIENT to submit for approval. Permit application fees will be the CLIENT's responsibility. CONSULTANT and CLIENT anticipate the following permits may be needed.
  - a. KDHE NOI Permit.
13. Applying for and obtaining a Section 404 Permit from the U.S. Army Corps of Engineers is not anticipated and therefore is not included in this scope of services.
14. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act are not included in this AGREEMENT. The CONSULTANT does not anticipate these services will be necessary for the PROJECT. Should the need for such services arise, the CONSULTANT can provide these services by supplemental agreement.
15. CONSULTANT will provide CLIENT with final deliverables to include three (3) hard copies and a digital file (PDF) of the construction plans and project manual.
16. Geotechnical engineering services are not included within this scope of services. Upon CLIENT's request, CONSULTANT will solicit proposals for services from geotechnical engineering companies. CLIENT will select and contract directly with a qualified geotechnical engineering firm to provide geotechnical services.

## **B. PUBLIC INVOLVEMENT SERVICES**

CONSULTANT will provide the following Public Involvement Services.

1. CONSULTANT will attend up to two (2) public meetings related to the PROJECT.

2. All other meetings with the public and/or property owners adjacent to the PROJECT are not included but can be provided by CONSULTANT by separate agreement or addendum to this AGREEMENT.

**C. PROPERTY ACQUISITION SERVICES** – Property Acquisition Services are not included. After the PROJECT has achieved Field Check status and the need for additional rights-of-way and/or easements is known, CONSULTANT and CLIENT may incorporate property acquisition assistance services by addendum to this AGREEMENT.

**D. BID PHASE SERVICES**

**CONSULTANT will provide the following BID PHASE SERVICES.**

1. Assist CLIENT with advertising the PROJECT bid documents.
2. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.
3. Provide CLIENT with an Engineer's Opinion of Probable Construction Cost at the time of the bid letting.
4. Attend the bid opening, review and tabulate bids, and verify qualifications of bidders.

**E. CONSTRUCTION ENGINEERING SERVICES**

**CONSULTANT will provide the following CONSTRUCTION ENGINEERING SERVICES.**

1. Assist the CLIENT with administration of the construction contract for projects expected to be Let in 2022 [Main Street Terrace (18th Street to 16th Street), Walnut Avenue (6th Street to 4th Street), 18th Street (Main Street to Brown Avenue)].
2. Construction Engineering Services for projects expected to be Let in 2023 [Brown Avenue (12th Street to 7th Street), 6th Street (Lincoln Avenue to Kelly Avenue)] **are not included**. CONSULTANT can provide CLIENT with Construction Engineering Services by separate agreement or addendum to this AGREEMENT.

**F. CONSTRUCTION OBSERVATION SERVICES**

**CONSULTANT will provide the following CONSTRUCTION OBSERVATION SERVICES.**

1. Provide qualified personnel to assist CLIENT with construction engineering services for projects expected to be Let in 2022 [Main Street Terrace (18th Street to 16th Street), Walnut Avenue (6th Street to 4th Street), 18th Street (Main Street to Brown Avenue)].
2. The budget of hours included in this Agreement for the Construction Engineering Services is 1,000-hours of "Senior Construction Inspector" based on a construction contract time of 4 calendar months.
3. Construction Observation Services for projects expected to be Let in 2023 [Brown Avenue (12th Street to 7th Street), 6th Street (Lincoln Avenue to Kelly Avenue)] **are not included**. CONSULTANT can provide CLIENT with Construction Observation Services by separate agreement or addendum to this AGREEMENT.

**END OF EXHIBIT 1**

## EXHIBIT 2

### COST AND SCHEDULE

#### A. FEE

1. CONSULTANT will provide services in Exhibit 1, Sections A, B, D, and E, for a lump sum fee of **Seven Hundred and Sixty Thousand, Five Hundred and NO/100 (\$760,500.00)** which includes mileage. CLIENT will be invoiced for services in Exhibit 1 in accordance with Section 4 of this AGREEMENT. Monthly invoicing will be based on the percentage of the Scope of Services performed.
2. CONSULTANT will provide services in Exhibit 1, Section F for a fee based on the actual hours expended at the CONSULTANT's Discounted Hourly Rates on the following page, but not to exceed **One Hundred and Twenty thousand and NO/100 (\$120,000.00) Dollars.** CLIENT will be invoiced for Services in Exhibit 1, Section E in accordance with Section 4 of this AGREEMENT. CLIENT acknowledges and understands this fee is an estimated budget based on the volume of hours identified in Exhibit 1, Section F. Additional compensation in excess of this estimated budget may be necessary depending on the actual volume of hours expended by CONSULTANT.

#### B. TARGET PROJECT SCHEDULE

1. CONSULTANT's target project schedule is shown below.

2022 Let Projects:	
<ul style="list-style-type: none"> <li>• Main Street Terrace (18<sup>th</sup> Street to 16<sup>th</sup> Street)</li> <li>• Walnut Avenue (6<sup>th</sup> Street to 4<sup>th</sup> Street)</li> <li>• 18<sup>th</sup> Street (Main Street to Brown Avenue)</li> </ul>	
Estimated Project Schedule	
<u>Task</u>	<u>Estimated Completion Date</u>
Notice to Proceed	January 2022
Survey	March 2022
Field Check (50% Complete)	May 2022
Final Check (90% Complete)	July 2022
Final Plans	August 2022
Bid Letting	August 2022
Construction Contract Award	September 2022
Notice to Proceed for Construction*	October 2022

**\*The Schedule is dependent on construction contract award and contractor availability to complete work.**

2023 Let Projects:	
<ul style="list-style-type: none"> <li>• Brown Avenue (12<sup>th</sup> Street to 7<sup>th</sup> Street)</li> <li>• 6<sup>th</sup> Street (Lincoln Avenue to Kelly Avenue)</li> </ul>	
Estimated Project Schedule	
<u>Task</u>	<u>Estimated Completion Date</u>
Notice to Proceed	January 2022
Survey	July 2022
Field Check (50% Complete)	October 2022
Final Check (90% Complete)	December 2022
Final Plans	January 2023
Bid Letting	February 2023
Construction Contract Award	March 2023
Notice to Proceed for Construction*	April 2023

**\*The Schedule is dependent on construction contract award and contractor availability to complete work.**

## 2022 BG Consultants Discounted Hourly Rates

<u>POSITION</u>	<u>PER HOUR 2022</u>
PRINCIPAL III	\$264.00
PRINCIPAL II	\$226.00
PRINCIPAL I	\$167.00
ENGINEER/ARCHITECT V	\$160.00
ENGINEER/ARCHITECT IV	\$144.00
ENGINEER/ARCHITECT III	\$135.00
ENGINEER/ARCHITECT II	\$130.00
ENGINEER/ARCHITECT I	\$111.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$129.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$128.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$116.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$105.00
TECHNICIAN IV	\$126.00
TECHNICIAN III	\$115.00
TECHNICIAN II	\$99.00
TECHNICIAN I	\$89.50
TECHNICIAN	\$65.00
SENIOR CONSTRUCTION OBSERVER	\$120.00
CERTIFIED CONSTRUCTION OBSERVER	\$103.00
CONSTRUCTION OBSERVER	\$90.50
SENIOR PROJECT SURVEYOR	\$155.00
PROJECT SURVEYOR	\$125.00
ASSISTANT PROJECT SURVEYOR	\$112.00
FIELD SUPERVISOR	\$101.00
FIELD SURVEYOR II	\$85.00
FIELD SURVEYOR I	\$67.50
CLERICAL II	\$71.50
CLERICAL I	\$56.00
<p>Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.</p> <p>2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.</p> <p>3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.</p>	

**END OF EXHIBIT 2**

**EXHIBIT 3**  
**SPECIAL PROVISIONS**

**None.**

**END OF EXHIBIT 3**



## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	10.G
	Date:	August 26, 2021
Assistant to the City Manager	From:	Sam Moon

**RE: RESOLUTION NO. 916** – A Resolution accepting the new City Logo designed by Springboard Creative for the benefit of the City of Osawatomie, Kansas.

**RECOMMENDATION:** City Staff recommends that Council approve Resolution 916 – A Resolution accepting the new City Logo designed by Springboard Creative for the benefit of the City of Osawatomie, Kansas.

**DETAILS:** The current City of Osawatomie logo, our little green tree, has been in effect since at least 1993. While simple and clean, it is very nondescript and generic, and has no ties to our community’s most notable features. As we embark upon our downtown planning project and redevelopment, we’d like to also look at redeveloping our City identity. We have so much to offer visitors and residents alike, and we should be marketing ourselves accordingly. Working with Springboard Creative, we’d like to find a logo that is uniquely Osawatomie. Whether we incorporate our landmarks, historic places, landscapes, or downtown architecture is yet to be determined, but it’s easy to see that we have a wealth of interesting people, places, and things to draw inspiration from.

Within that redesign will also be the creation of unique logos for two of our “exterior” departments that operate a little independently of the general City umbrella: golf course and public library. These two departments operate more like businesses than our interior departments and they have the ability to draw visitors. Because of these qualities, we believe it would benefit all parties for them to have their own logos (while still matching the overall brand) to allow them greater marketing independence and promote their respective industries.

When the downtown planning project finishes in the fall and implementation starts will be the best time to debut a new City identity. People will be engaged and excited about the next generation of Osawatomie, and we’ll have a proud new brand to present.

Tonight’s action will memorialize the logo selection of the City Council and place it as Exhibit A in Resolution 916.

Related Statute / City Ordinances	Resolution 806, Resolution 882
Line Item Code/Description	N/A
Available Budget:	N/A

**CITY OF OSAWATOMIE, KANSAS**

**RESOLUTION No. 916**

**A RESOLUTION ACCEPTING THE NEW CITY LOGO DESIGNED BY  
SPRINGBOARD CREATIVE FOR THE BENEFIT OF THE CITY OF OSAWATOMIE  
KANSAS.**

**WHEREAS**, the City of Osawatomie’s current logo has been in effect since at least 1993 and has no unique or identifying elements related to our community, its history, or our cultural landscape; and

**WHEREAS**, exterior departments that have public engagement outside the general City umbrella, such as the Osawatomie Golf Course and Osawatomie Public Library, do not have their own identifying logos or other unique branding elements; and

**WHEREAS**, the City of Osawatomie is preparing to engage in a downtown planning project aimed at revitalizing our downtown corridor and community-wide identity, the culmination of which would be the optimum time to debut a new government brand or identity to better convey what the City has to offer visitors and residents alike; and

**WHEREAS**, Springboard Creative has created a new logo to replace the City’s old one.

**NOW, THEREFORE**, be it resolved by the Governing Body of the City of Osawatomie:

**Section 1.** The Governing Body hereby directs the City Manager to complete the redesign of the City Logo in conjunction with Springboard Creative and based on the direction of the City Council that is hereby titled “Exhibit A”.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 26th day of August, 2021, a majority voting in favor of.

**APPROVED** and signed by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

---

Tammy Seamands, City Clerk





City Logo + Branding  
**CITY OF OSAWATOMIE**  
January 27, 2022

## Option 1

- > Bridge the past to the future
- > Own the "O"
- > Icon can stand separate from the logo
- > Allows for varied color scheme



# ***Osawatomie***

## **KANSAS**



***Osawatomie***  
**KANSAS**



***Osawatomie***  
**KANSAS**

WELCOME TO  
**Osawatomie**

A large white rectangular sign is mounted on two metal poles. The sign features a graphic of a bright green sun rising over three green hills. Below the hills are stylized green and white waves representing water. The text 'WELCOME TO' is in a small, green, sans-serif font, arched over the top of the sun. The word 'Osawatomie' is in a large, bold, dark blue font, with the 'O' being significantly larger than the other letters.

















**Osawatomie**  
KANSAS

439 Main Street  
Osawatomie, KS 66064  
913-755-2146

Dear Mr. Doe,

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Sincerely,  
John Doe



**Osawatomie**  
439 Main Street  
Osawatomie, KS 66064

[osawatomieks.org](http://osawatomieks.org)

**Nick Hampson**  
Mayor

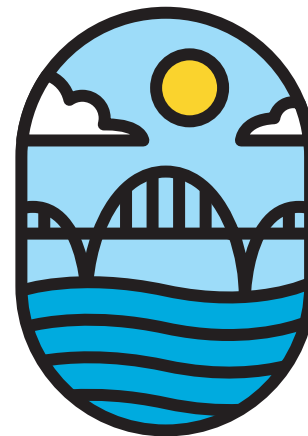
[nhampson@osawatomieks.org](mailto:nhampson@osawatomieks.org)  
office 913-755-2146  
cell: 913-940-0782  
439 Main Street, P.O. Box 37  
Osawatomie, KS 66064



**Osawatomie**  
KANSAS

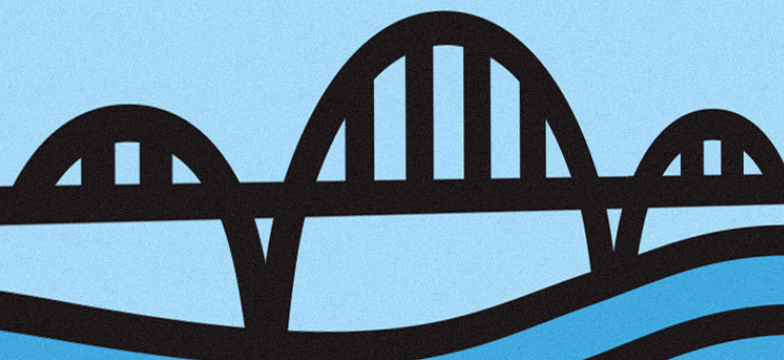
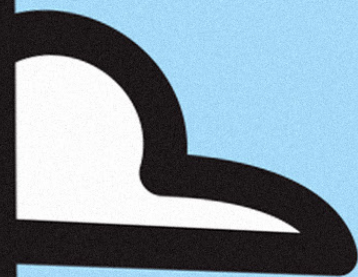
## Option 2

- > Bridge the past to the future
- > Hint at the “O”
- > Seal-based // locked-in
- > Set color scheme





WELCOME TO  
**OSAWATOMIE**



















439 Main Street  
Osawatimie, KS 66064  
913-755-2146

Dear Mr. Doe,

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim ad minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip ex ea commodo consequat. Duis autem vel eum iriure dolor in hendrerit in vulputate velit esse molestie consequat, vel illum dolore eu feugiat nulla facilisis at vero eros et accumsan et iusto odio dignissim qui blandit praesent luptatum zzril delenit augue duis dolore te feugait nulla facilisi.

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Sincerely,  
John Doe



**CITY OF OSAWATOMIE**  
439 Main Street  
Osawatimie, KS 66064

[osawatimieks.org](http://osawatimieks.org)

**Nick Hampson**  
MAYOR

[nhampson@osawatimieks.org](mailto:nhampson@osawatimieks.org)  
OFFICE 913-755-2146  
CELL 913-940-0782  
439 Main Street, P.O. Box 37  
Osawatimie, KS 66064





## City of Osawatomie

<b>ACTION ITEM SUMMARY</b>	Item Number:	10.A.
	Date:	January 27, 2022
Director of Community Development	From:	Ed Beaudry

### RESOLUTION 962

**RECOMMENDATION:** Osawatomie City Council approve resolution authorizing staff to enter into an agreement with J.M. Davis to conduct building code adoptions.

**DETAILS:** It's important for the city to have building codes. Currently the city is utilizing the 2006 International Building Codes and the 2005 National Electrical Code. City staff wants to move forward with adopting the 2018 International Building Code and the 2017 National Electric Code. This update is necessary for city staff to stay up to date with industry standards.

J.M. Davis is a contractual building codes instructor. We have used him for continuing education for contractors. After 30+ years of service, he recently retired as the Senior Code Official for Miami County where he led code update reviews and adoptions along with his other duties. J.M. Davis is a member of the International Code Council, he is a recognized International Code Council Preferred Provider. This means he can create an easily accessible network of extensive training opportunities from a variety of educational resources, provide access to quality training on specialty topics and building products that are beyond the ICC core training programs, provide increased quality and support for educational renewal requirements of the ICC Certification Program, enhance the relationship between ICC and educational providers in support of building safety and innovation in building products and construction practices.

His experience in this area will be invaluable to city staff.

The consulting fee is \$7,500.00, any additional work will be charged at \$75.00 per hour. Staff are not expecting more than 10 hours of additional work, if any at all.

J. M. Davis, MCP  
1704 S Halsey Ave  
Harrisonville, Mo 64701  
816-258-0482  
mike@jmdavis.com

---

Mike Scanlon  
City Manager  
City of Osawatomie, Kansas  
439 Main Street  
Osawatomie, Kansas 66064

January 19, 2022

Mike,

It was great to meet you at lunch during my contractor training event and discuss my thoughts about your code update process.

My proposal to conduct the planned code adoption includes:

- Meet with Code Official Ed Beaudry and Fire Chief Brian Love to review existing adopted codes and amendments. Obtain their input on areas of concern in the proposed 2018 International Codes that are under consideration for adoption by the City.
- Consult with Miami County, Paola and Louisburg staff to determine their intent on adopting the 2018 I Codes and obtain the proposed amendments they are considering.
- Draft an adoption ordinance to formally and legally adopt the requested International Codes including proposed amendments. Meet with City staff as necessary to insure that proposed amendments are meeting expectations.
- Present a working draft to City staff of adoption package with proposed amendments for comment and markup.
- Make any requested changes to the adoption package to produce a First Draft of the proposed code adoption ordinance.
- Hold a public meeting to introduce the proposed code package and amendments to contractors and interested citizens and obtain public input.
- Compile final draft of proposed code and amendment adoption package and present to City staff for their review.
- Hold a full day training session for contractors and interested parties to discuss the significant changes that have occurred between the 2006 and 2018 editions of the International Codes and the amendments that are proposed to be incorporated into the Osawatomie adoption.
- Present adoption ordinance to the City Council for vote as city ordinance.
- City will need to provide City Clerk with one copy of all adopted code publications at City's expense. KS §12-3010

- Clerk will need to publish ordinance or summary once in newspaper at City's expense. KS §12-3007

The estimated time frames that I would anticipate after agreement to this proposal are as follows:

- 30 days to present a working draft to city staff for review and acceptance
- 60-90 days to schedule and hold one or more public meeting(s) to review working draft and answer questions and gather concerns related to the proposed codes from interested parties.
- 90-120 days to present a final draft to city staff for review. Hold Zoom training event to discuss significant changes in updated codes and proposed amendments.
- 120 days to present adoption ordinance to city staff to schedule for city Council action.

My consulting fee for the above described services will be \$7,500.00. Should any additional work be required that is outside of the outlined work will be charged at \$75.00 per hour.

Thank you for your interest in retaining my services as a consultant to assist you with your code update adoption for the city of Osawatomie, Kansas. During my career I led code update reviews and adoptions for Cass County, Missouri and Miami County, Kansas and believe that my experience in this area will help your jurisdiction in smoothly drafting a resolution to enact the 2018 International Codes.

Should you have any questions feel free to contact me.

J. Michael Davis, MCP

**RESOLUTION NO. 962**

**BY THE CITY OF OSAWATOMIE, KANSAS**

**A RESOLUTION OF THE CITY COUNCIL OF OSAWATOMIE, KANSAS, ACCEPTING THE BID FROM J.M. DAVIS FOR REVIEWING AND UPDATING THE CITY BUILDING CODES TO THE 2018 INTERNATIONAL BUILDING CODES, AND THE 2017 NATIONAL ELECTRIC CODE.**

**WHEREAS**, the City of Osawatomie adopted the 2006 International Building code, and has been using this Building Code since April 2007; and

**WHEREAS**, many changes to the building codes have made it necessary for staff to update the building codes so the city can stay up to date with industry standards and;

**WHEREAS**, J.M. Davis (Mike Davis) is a Preferred Provider with the International Code Council. He has more than 30 years of experience in the adoption and enforcement of building codes, and most recently retired from Miami County, Kansas as their Chief Building Official;

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

**SECTION ONE:** The City Council directs staff to prepare a contract with J.M. Davis for preparation and adoption of the 2018 International Building Codes, and the 2017 National Electric Code.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas, this 27<sup>th</sup> 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

439 Main Street  
PO Box 37  
Osawatomie, Kansas 66064



913.755.2146 (p)  
913.755.4164 (f)  
ozcity@osawatomieks.org  
www.osawatomieks.org

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*Nick Hampson, Mayor*

## CITY OF OSAWATOMIE

### DEPUTY CITY MANAGER'S REPORT ON OPERATIONS

January 27, 2022

#### **Levee Certification:**

Certification is nearing completion and the Emergency Preparedness Plan, evacuation maps and the reaffirmation of the city's commitment to operate and maintain our levee system in accordance with guidance from the federal government that the council approved at the January 13<sup>th</sup> meeting will be submitted to FEMA for final approval by January 28<sup>th</sup>. I am hopeful that we will have our final levee certification/accreditation approved and incorporated into the digital flood insurance rate maps by April of this year.

#### **Water Treatment Plant Status:**

I met again with RWD #2 on December 15<sup>th</sup>. We are working on identifying specific funding sources (with amounts from each source) in order to get the project for the interconnection line between their district and our system under construction. Our next step will be to get a conceptual outline of what the agreement will look like, with roles and responsibilities of each party.

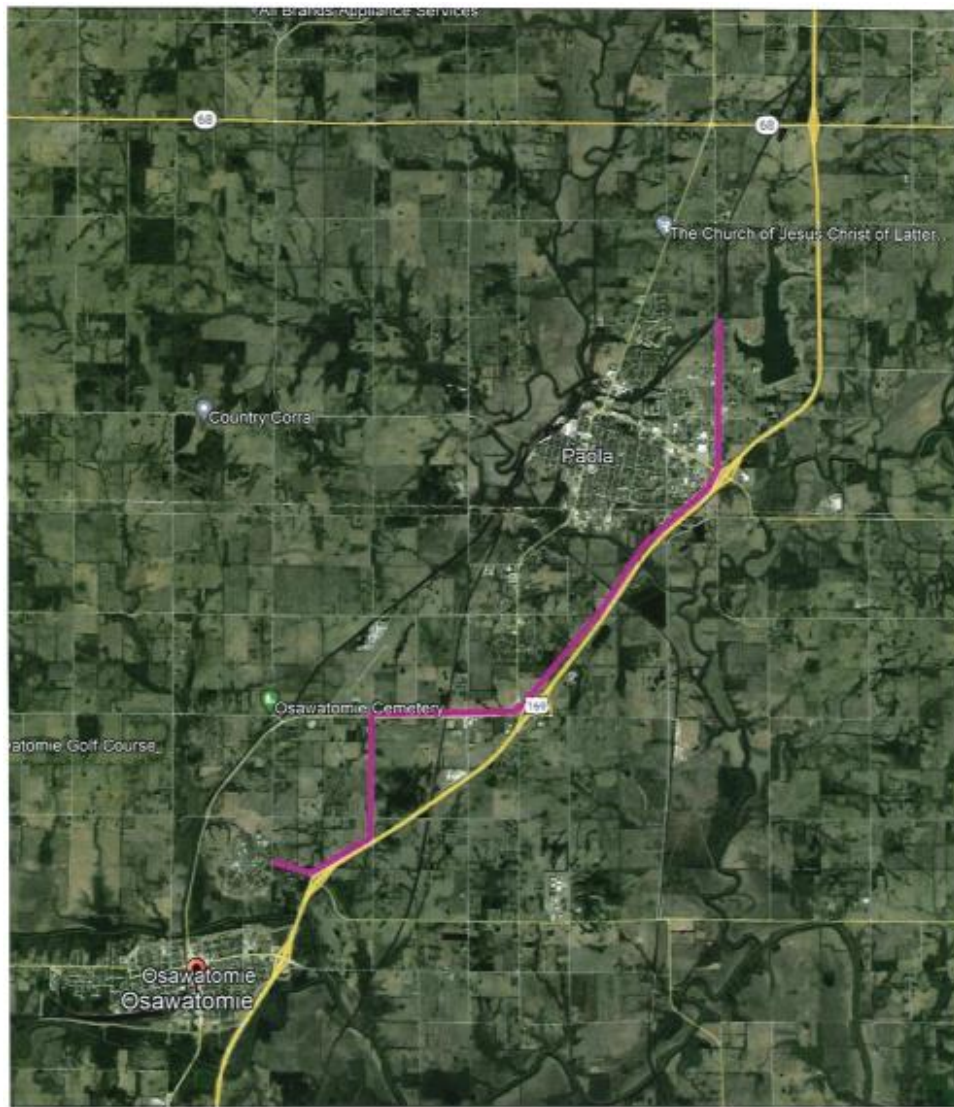
I met with the RWD #3 Board on January 4<sup>th</sup> and the conversation was very positive. The board is interested in pursuing a couple of different options with the City of Osawatomie that as we continue to discuss the future of water security in Miami Co., I believe will be a win-win for both of us.

I met with RWD #1 on January 6<sup>th</sup>. I discussed the same issues with them as I did RWD #3, but only with their operator and the vice chairman of their board. I provided them with options with the city's water treatment plant similar to what we discussed with RWD #3, but I added to that the possibility of us providing water to the Northland property and the homes in the area that was annexed during my first tenure here. There will need to be more discussions around this topic and more meetings as well.

Also on January 6<sup>th</sup>, I received a call from the Kansas Dept. of Health and Environment regarding ARPA funds from the State of Kansas. They (KDHE) have been requested to provide a list of projects to the state SPARK Committee that would fund water/sewer projects for state properties and KDHE has placed a request for \$10M to replace the water lines at the state hospital. It is a positive sign that the state is requesting projects such as this, so I have also provided them with our needs with regard to the water treatment plant as well as the distribution lines within the city of Osawatomie proper. There aren't any guarantees that these requests will be successful, but the fact that they requested the information to begin with is good.

The backwash Pump from JCI has been ordered for \$71,635. The lead time for the pump is 12-14 weeks, which puts delivery of the unit at the end of March. The turbidimeters have also been ordered as described in the action item summary from January 13<sup>th</sup> at a total cost of: \$19,625.

Lastly, we have requested partial funding support from Miami County to help finance the interconnect between RWD #2 and the City of Osawatomie. RWD #2 General Manager, Jerry Bennett and I co-authored a letter requesting participation by the county due to the large number of Miami County residents that stand to benefit from the interconnection. Our intention is to place a city owned master meter at 327<sup>th</sup> and US 169. The city of Osawatomie would own the 12" line from that meter, south to the state hospital and RWD #2 would own the line from the meter to the north (to approximately 295<sup>th</sup> and Hedge Lane). In addition to providing us a back up source of water to guard against any critical issues arising at our water treatment plant as was recommended by the water study committee, this line also opens up the northland property for development opportunities. Preferred route is depicted here:



Related to this final topic and as a result of the passage of Resolution 941, adoption of the water study committee recommendation, are the engineering fees (and schedule) associated with the water treatment plant and distribution system. Below is what I have been provided as a starting point.

Cost detail:

a.	Preliminary Design -	\$1,645,600
b.	Final Design -	\$1,346,400
c.	Bidding & Negotiating -	\$ 40,000
d.	Construction -	\$ 769,000
e.	Startup / Commissioning -	\$ 15,000

Schedule:

- f. Notice to Proceed
- g. Design for water distribution – 12-14 months
- h. Design for water treatment – 18-24 months
- i. Construction for water distribution – 18 months
- j. Construction for water treatment – 24 months

**Wastewater Treatment Plant Status:**

Advertisement for bids went out on January 3<sup>rd</sup>. The pre-bid conference was held on January 21<sup>st</sup> at the wastewater plant and was very well attended. Bids are due on February 4<sup>th</sup>. BG Consultants will be present at the February 10<sup>th</sup> council meeting to present the conformed bids and make a recommendation to the council to approve. Provided the council accepts staff's recommendation, an award can be made on February 11<sup>th</sup>. Currently, we are targeting March 4<sup>th</sup> as the preconstruction conference and a notice to proceed being issued on March 11<sup>th</sup> and construction beginning no later than May 15<sup>th</sup>. Keep in mind, this is all dependent on lead times for equipment.

Related to the wastewater plant is our ongoing battle with inflow and infiltration (I&I). BG Consultants has drafted an RFP for CCVT companies to bid to in order to identify sewer lines in the city that have not been part of the previous sewer main rehabilitation phases 1, 2 or 3. Estimated costs for the CCVT work is in the \$120,000 range.

**Middle School Water Line Update:**

The hot tap at 6<sup>th</sup> St. and Pacific Avenue was performed during the week of December 20<sup>th</sup>. The crew will be working from west to east, beginning in the 500 block of Pacific Avenue on the north side. At 5<sup>th</sup> and Pacific, they will cross Pacific to the south side and continue until they get to 4<sup>th</sup> Street. At 4<sup>th</sup> and Pacific, the new line will cross back to the south side, avoiding any disruptions to the parking stalls at the school and connect the 4" service line for the school to the new main. The new main will stop about mid-block, roughly at 4<sup>th</sup> and Mill, on the west side of 4<sup>th</sup> street after the line has been filled and tested for leaks and adequate chlorine residual. Once this is all completed, the crew will go back and connect the residential services on the south side of Pacific.



**Evergy Solar Array Development:**

We have sent a letter requesting Evergy's valuation of their assets in and around the northland property with the intention that the service territories of both Evergy and the City of Osawatomie would be redrawn to reflect these areas as served by the city's electric utility. Additionally, we have a negotiated Solar Development Agreement with Evergy that we recommend the council authorize the mayor to sign. This keeps the ball rolling with regard to the solar facility and commits the city to spending no money at this point. However, once we have firm costs associated with the construction of the facility itself, we will have expenses that we will need to incur in order to support the project. These costs include: site development (including the laydown yard) which entails clearing and grading, a driveway entrance into the facility, permanent site fencing, as well as a substation. These costs, while not necessarily city financed and managed, will help keep the cost per kWh in the power purchase agreement down. Alternatively, we can request Evergy take care of all of the expenses, but that will merely get rolled into the overall costs of the project. Please note that similar to the water committee recommendation, Resolution 953, authorizing the execution of the solar development agreement will be on both the January 13<sup>th</sup> and the January 27<sup>th</sup> agendas. No action is necessary at the January 13<sup>th</sup> meeting. It is informational only. Additionally, Evergy and KMEA will be present at the meeting on the 27<sup>th</sup> to present information on the 2MW and 3MW solar farm they are proposing. The emphasis will be on the 3MWac option as that is the lower cost per kWh. The renewable energy credits (REC's) from this solar project will be owned by the City of Osawatomie which will be outlined in the PPA.

**Evaluation of Contracting Mowing City Properties:**

The contract for mowing services that the council approved on January 13<sup>th</sup> is currently with the Ground Guys of Olathe to sign and we should receive first invoice shortly.

**Sidewalk on West side of 5<sup>th</sup> Street outside of the Ceramic Studio:**

This project started with tree removal on or around November 19<sup>th</sup> and finished with the last sidewalk panels being poured and bricks going into the spots where the trees once were during the week of December 13<sup>th</sup>.

**Kansas Gas Service Franchise Agreement:**

The new franchise agreement with Kansas Gas Service has been sent to KGS to execute and once they have signed it, we will work with KGS to get it filed with the Kansas Corporation Commission. Kansas Gas has agreed to reimburse the city for the publication costs as well.

**2022 and 2023 Street Improvements:**

Design for Brown Ave. from 16<sup>th</sup> to 18<sup>th</sup> are being checked by BG Consultants to confirm they meet current industry standards. Once that is complete, the bid documentation will be prepared with bid letting occurring in March and an award in April. Notice to proceed will be issued as soon as possible thereafter, with an estimated construction duration of 3 months. Additionally, the cost to design the balance of the streets detailed in Resolution 931 (for 2022 and 2023) is \$760,000. Construction observation services for all streets to be built in 2022 is \$120,000. This assumes a full-time inspector on site while construction is occurring and represents a total of 1,000 hours. Neither Bill nor myself foresees us requiring that many hours. In 2023 (6<sup>th</sup> street and Brown Ave. from 7<sup>th</sup> to 12<sup>th</sup>) will have a separate construction observation contract, as well as a design contract for the 2024 street projects.

2022 Let Projects:	
<ul style="list-style-type: none"> <li>• Main Street Terrace (18<sup>th</sup> Street to 16<sup>th</sup> Street)</li> <li>• Walnut Avenue (6<sup>th</sup> Street to 4<sup>th</sup> Street)</li> <li>• 18<sup>th</sup> Street (Main Street to Brown Avenue)</li> </ul>	
Estimated Project Schedule	
Task	Estimated Completion Date
Notice to Proceed	January 2022
Survey	March 2022
Field Check (50% Complete)	May 2022
Final Check (90% Complete)	July 2022
Final Plans	August 2022
Bid Letting	August 2022
Construction Contract Award	September 2022
Notice to Proceed for Construction*	October 2022

\*The Schedule is dependent on construction contract award and contractor availability to complete work.

2023 Let Projects:	
<ul style="list-style-type: none"> <li>• Brown Avenue (12<sup>th</sup> Street to 7<sup>th</sup> Street)</li> <li>• 6<sup>th</sup> Street (Lincoln Avenue to Kelly Avenue)</li> </ul>	
Estimated Project Schedule	
Task	Estimated Completion Date
Notice to Proceed	January 2022
Survey	July 2022
Field Check (50% Complete)	October 2022
Final Check (90% Complete)	December 2022
Final Plans	January 2023
Bid Letting	February 2023
Construction Contract Award	March 2023
Notice to Proceed for Construction*	April 2023

\*The Schedule is dependent on construction contract award and contractor availability to complete work.

CITY OF OSAWATOMIE  
YTD TREASURERS REPORT  
AS OF: DECEMBER 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	3,667,304.79	3,310,303.00	784,699.15	0.00	( 24,602.12)	760,097.03
02 -WATER	155,510.83	1,037,356.14	1,124,238.74	68,628.23	0.00	( 12,029.79)	56,598.44
03 -ELECTRIC	552,909.21	4,988,153.86	4,835,933.32	705,129.75	0.00	( 43,310.90)	661,818.85
04 -SEWER	220,062.38	968,006.17	1,094,728.95	93,339.60	0.00	12,501.00	105,840.60
05 -REFUSE	1,764.06	350,262.66	345,124.08	6,902.64	0.00	0.00	6,902.64
06 -LIBRARY	116,057.48	13,532.28	16,257.27	113,332.49	0.00	0.07	113,332.56
07 -RECREATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 -RURAL FIRE	0.00	0.00	( 1,385.00)	1,385.00	0.00	0.00	1,385.00
09 -INDUSTRIAL PROMOTION	37,567.93	43,273.46	67,208.90	13,632.49	0.00	( 1,084.07)	12,548.42
10 -REVOLVING LOAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 -SPECIAL PARK & RECREATION	43,572.96	4,964.39	48,377.36	159.99	0.00	0.00	159.99
12 -STREET IMPROVEMENTS	113,968.75	128,575.12	137,291.88	105,251.99	0.00	663.45	105,915.44
13 -TOURISM	76,843.69	68,467.82	99,148.28	46,163.23	0.00	2,428.00	48,591.23
14 -PUBLIC SAFETY EQUIPMENT	33,085.84	73,954.24	105,569.10	1,470.98	0.00	0.00	1,470.98
15 -SPECIAL 911 REVENUE	9,897.41	0.00	9,897.41	0.00	0.00	0.00	0.00
17 -RECREATION EMPLOYEE BENEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18 -GOLF COURSE	93,576.98	439,300.00	392,438.32	140,438.66	0.00	2,145.62	142,584.28
21 -CIP - GENERAL	243,193.19	75,000.00	162,980.38	155,212.81	0.00	0.00	155,212.81
22 -CIP -WATER	108,257.19	0.00	57,021.99	51,235.20	0.00	0.00	51,235.20
23 -CIP - ELECTRIC	78,912.69	2.17	45,620.00	33,294.86	0.00	0.00	33,294.86
24 -CIP - SEWER	177,489.92	240,760.00	254,611.06	163,638.86	0.00	( 6,510.00)	157,128.86
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	714,753.07	922,919.69	52,228.81	0.00	25,807.11	78,035.92
32 -CAFETERIA 125	91,470.13	16,050.66	18,614.47	88,906.32	0.00	0.00	88,906.32
35 -TECHNOLOGY FUND - CIP	31,169.78	66,200.46	68,163.37	29,206.87	0.00	( 357.00)	28,849.87
41 -BOND & INTEREST	171,563.65	918,476.05	780,135.00	309,904.70	0.00	0.00	309,904.70
43 -ELECTRIC DEBT SERVICE	149,987.22	450,000.01	435,352.50	164,634.73	0.00	0.00	164,634.73
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	32,941.54	26,080.00	21,890.08	0.00	0.00	21,890.08
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	18,000.00	0.00	0.00	0.00	0.00
58 -MAYOR'S CHRISTMAS TREE FU	1,230.01	2,300.00	750.00	2,780.01	0.00	0.00	2,780.01
93 -CREDIT CARD CLEARING FUND	0.00	13,637.46	0.00	13,637.46	0.00	0.00	13,637.46
95 -CLEARING ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL	3,509,856.23	14,469,940.57	14,537,503.29	3,442,293.51	0.00	( 45,416.13)	3,396,877.38
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\*\*\* END OF REPORT \*\*\*